



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

PERFORMANCE OF THE WORK DESCRIBED IN THE STATEMENT OF THE DRAFT CONTRACT.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Title Pest Control Services for the High Commission of Canada in Jamaica, in Kingston | |
| Solicitation no. 24-246434 | Date October 20 th , 2023 |
| Proposal Delivery In order for the proposal to be valid, it must be received no later than 2:00 PM EST (Ottawa, Ontario time) on November 21 st , 2023. This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: internationalproposals@international.gc.ca Solicitation #: 24-246434 | |
| Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier: | |
| _____ Signature | _____ Date |



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The RFP is divided into 5 parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the Request for Proposal;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to Part 3 includes the Financial Bid Form and Attachment 1 to Part 4 includes the Evaluation criteria.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B) and Security Requirements Check List (Annex C).

1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide Pest Control Services, as described in the Statement of Work (Annex A), for the High Commission of Canada in Jamaica, in Kingston.
- 1.2.2 The Work is to be performed from the contract award date tentatively set for December 1st, 2023, for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The requirement may be subject to the provisions of the:
 - Canada - Chile Free Trade Agreement
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - Canada - Columbia Free Trade Agreement
 - Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
 - Canada - Honduras Free Trade Agreement
 - Canada - Korea Free Trade Agreement



- Canada - Panama Free Trade Agreement
- Canada - Peru Free Trade Agreement
- Canada - UK Trade Continuity Agreement (Canada-UK TCA)
- Canada - Ukraine Free Trade Agreement
- World Trade Organization - Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENT

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

Bid documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that Bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27) (2023-06-08) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of “PWGSC’s Integrity Database”, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; **all references to facsimile number of “819-997-9776” are deleted**; all references to “**Canada Post Corporation’s (CPC) Connect service**” are deleted; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

2.3.3 Subsection 02 (2020-05-28) Procurement Business Number
This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and eighty (180)

2.3.5 Subsection 06 (2022-03-29) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6



2.3.6 Subsection 07 (2022-03-29) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A bid received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the bid has been received at the location stipulated on page one (1).

2.3.7 Subsection 08 (2023-06-08) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 SUBMISSION OF BIDS

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids must NOT be sent directly to Canada's Representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the RFP is for the purpose of bid submission and enquiries concerning that RFP. No other communications are to be forwarded to this address.

2.4.2 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a bid is not received on time because the e-mail was refused by a server for the following reasons:

- the size of attachments exceeds 10 MB;
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.



It is strongly recommended that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2023-06-08) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete bid;
 - (d) send its bid only to the address specified on page 1 of the RFP;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.

2.5 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at 3 West Kings House Road on November 1st, 2023, at 1:00 PM in Kingston, Jamaica.

Bidders are requested to confirm their attendance with Canada's Representative no later than 2 working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

Bidders must comply with all prevention and infection control measures put in place by the Canadian mission including, but not limited to, practicing physical distancing, using personal protective equipment (PPE) as necessary, etc.

Bidders who do not attend or send a representative to the site visit will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the Bid solicitation resulting from the site visit will be included as an Addendum to this Bid solicitation.



Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.6.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.8 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.9 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.



2.10 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.11 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.12 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against His Majesty*) or section 154.01 (*Fraud against His Majesty*) of the [Financial Administration Act](#); or
- b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against His Majesty or section 418 (*Selling defective stores to His Majesty*) of the [Criminal Code](#); or
- c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

Section I: to be labeled "**Technical Bid**";

3.2 TECHNICAL BID INSTRUCTIONS

This section should not exceed 60 pages. Material exceeding the 60-page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60-page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: to be labeled "**Financial Bid**";

3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM. Prices must appear in Section II **only** and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration. All the information required in the Financial Bid should appear in a separate document and should be identified as the Financial Bid. Financial Bids will only be opened after the evaluation of the Technical Bid is completed. **Estimates provided in ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM are strictly for evaluation purposes and are not a guarantee under the contract.**



3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Jamaican dollar (JMD) on the attached form Financial Bid Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

Section III: to be labeled "Certifications":

3.5 CERTIFICATIONS

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 – CERTIFICATIONS.



ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are always subject to verification by Canada. Canada will declare a bid non-compliant or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-compliant or constitute a default under the Contract.

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-compliant.

Bidders must submit the following duly completed certifications as part of their bid:

| Certification Number | Certification Text | Initial |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| C1.1 | <p>INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES</p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.</p> | _____ |
| C1.2 | <p>INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION</p> <p>In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.</p> | _____ |
| C2 | <p>STATUS AND AVAILABILITY OF RESOURCES</p> <p>The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> | _____ |



| | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-compliant.</p> | |
| <p>C3</p> | <p>EDUCATION AND EXPERIENCE The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.</p> | <p>_____</p> |
| <p>C4</p> | <p>FORMER PUBLIC SERVANT Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award.</p> <p>For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:</p> <ul style="list-style-type: none"> a) an individual; b) an individual who has incorporated; c) a partnership made of former public servants; or d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. <p>"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.</p> <p>"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.</p> | <p>As per the definition provided, is the Bidder a FPS? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p> |



| | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>If the answer to any of the FPS questions is “yes”, the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder’s status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.</p> | |
| C5 | <p>USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.</p> | <p>Does the Bidder intent to use one or more subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p> |
| C6 | <p>JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.</p> | <p>Is the Bidder a Joint Venture? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p> |

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name of Authorized Individual

Signature of Authorized Individual

Date



ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

| | |
|-----------------------|--|
| Name of Bidder: | |
| Address: | |
| Contact person: | |
| Phone number: | |
| E-mail: | |
| Print name: | |
| Signature: | |
| Date: (yyyy-mm-dd) | |

1. ROUTINE PEST CONTROL SERVICES

Firm Monthly Rate

The Contractor will be paid firm monthly rates as follows, for Work performed in accordance with the Contract. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per option periods 1, 2, and 3 below to perform all the Work in relation to the contract extension.

TABLE 1

| | A | B | C |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------|
| PERIOD | Firm Monthly Rate (Including all labor, equipment, materials, tools and supplies) (JMD) Taxes Excluded | Number of Months | Subtotal (JMD) Taxes Excluded (A) X (B) |
| Initial – Year 1 | | 12 | |
| Initial – Year 2 | | 12 | |
| Option Period 1 – Year 3 | | 12 | |
| Option Period 2 – Year 4 | | 12 | |
| Option Period 3 – Year 5 | | 12 | |
| Evaluated Price (JMD): | | | |



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION - LOWEST PRICE PER POINT

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. "obtain the required minimum of 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points."
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

| Mandatory Technical Criteria | | |
|---------------------------------------------------------------------------|------------|-----------|
| CRITERIA M1 | | |
| <u>Company / Firm Registration detail</u> | | |
| The Bidder must provide certificate of incorporation | | |
| COMPLIANCE | Yes | No |
| Has the Bidder provided the necessary documents to confirm incorporation? | | |

| CRITERIA M2 | | |
|-------------------------------------------------------------------------------------------------------------|------------|-----------|
| <u>Company / Firm location and composition</u> | | |
| The Bidder must have a permanent office in Kingston, staffed with permanent employees. | | |
| COMPLIANCE | Yes | No |
| The Bidder must demonstrate that they have a permanent office in Kingston staffed with permanent employees? | | |

| CRITERIA M3 | | |
|--------------------------------------------------------------------------------------------------|------------|-----------|
| <u>Compliance to Jamaican Pesticides Control Authority</u> | | |
| The Bidder must be registered with Jamaica’s Pesticides Control Authority (PCA) | | |
| COMPLIANCE | Yes | No |
| The Bidder must demonstrate that they are registered with Jamaica’s Pesticides Control Authority | | |



CRITERIA M4

Corporate Experience

The Bidder must demonstrate that they have a minimum of twenty-four (24) months of experience in providing Pest control services in Jamaica of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 2 acres, that had a minimum duration of 12 consecutive months.

The experience must have been acquired within the last six (6) years prior to the bid closing date.

The Bidder must demonstrate its experience by providing the following information for each project:

- Name of the client organization
- Location of the work (Country)
- Duration of services
- Brief description of the work
- Size of area
- Name and contact information of the reference (phone number or email)

The Bidder must provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder

| COMPLIANCE | Yes | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Has the Bidder demonstrated that they have a minimum of twenty-four (24) months of experience in providing Pest control services in Jamaica, of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 2 acres, that had a minimum duration of 12 consecutive months. | | |

Using the following table, the Bidder must provide the information for each experience. **One project per table**, should more than one table be required, it can be duplicated.

EXPERIENCE #1

| | | | |
|---------------------------------|--------------------|--------------------------------------------------|--------------------|
| Name of the client organization | | | |
| Location of the work (Country) | | | |
| Duration of services | Start Date (MM/YY) | End Date (MM/YY) (State if still in progress) | Duration in months |
| | -- / -- | -- / -- | -- |
| Brief description of the work | | | |
| Size of area | | | |
| References of project | Name | Phone number or Email | |
| | | | |



2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

Bidders must obtain the required minimum of 60 % overall of the points in order to be evaluated on the basis of their proposal.

Any bid which fails to obtain the required minimum will be declared non-compliant. Each point rated technical criterion must be addressed separately.

The following rating table will be used for criteria **R1**.

| 100% of the points | 80% of the points | 60% of the points | 40% of the points | 0% point |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement. | The response meets the minimum requirements and contains no significant weaknesses. | The response includes most of the information required to meet the minimum requirements, however, there are weaknesses. | The response includes some information; however, a substantial amount of information is missing. Some elements are poorly described. | The response includes very limited or no information. |

| CRITERIA R1 | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|----------------------|
| DESCRIPTION | RATING | SCORE | REFERENCE / COMMENTS |
| Proposed team and work plan The Bidder should demonstrate his understanding of the scope of work by elaborating on its work plan and proposed team for at least the following: | | | |
| a) A detailed Work plan on how the work will be provided with quality and in a timely manner | /15 | | |
| b) Organizational chart including each and every team member's respective role and detailed responsibilities (assigned tasks) | /10 | | |
| Using the following table, the Bidder should elaborate on its work plan and proposed team | | | |
| | | | |



| CRITERIA R2 | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------|-----|----|-----------------------------------------------------------|--------|-------|----------------------|
| DESCRIPTION | | | | RATING | SCORE | REFERENCE / COMMENTS |
| Quality Management and Environmental Certifications | | | | | | |
| The Bidder should demonstrate their quality management and environmental management practices. | | | | | | |
| In order to demonstrate the quality management and environmental management practices, the Bidder should submit the following: | | | | | | |
| a) General declaration that only EPA approved products, registered in USA or Canada will be used. | Yes | No | In the affirmative, provide declaration page# in the bid. | 10 | | |
| | | | | | | |
| b) General declaration confirming that only green & environmental friendly chemicals & pesticides will be used. | Yes | No | In the affirmative, provide declaration page# in the bid. | 10 | | |
| | | | | | | |
| c) General declaration that Material Safety Data Sheet (MSDS) document will be provided for every approved product. | Yes | No | In the affirmative, provide declaration page# in the bid. | 5 | | |
| | | | | | | |

| CRITERIA | SCORE |
|------------------------------------------|------------|
| R1 | /25 |
| R2 | /25 |
| TOTAL SCORE (passing mark is 60%) | /50 |



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions [2035](#) (2022-12-01);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);



- (e) Security Requirements Check List (Annex C);
- (f) Contractor's bid dated yyyy-mm-dd. (*Inserted at Contract award*)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: (*Inserted at Contract award*)

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

5.3.2 Project Authority

The Project Authority for this Contract is: (*Inserted at Contract award*)

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by Canada's Representative.

5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.



5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

5.3.5 Contractor's Representative

The Contractor's Representative is: *(Inserted at Contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

[2035](#) (2022-12-01), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.



5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor;
- occurred without the fault or neglect of the Contractor;

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the



Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

The Contractor must perform the Work described in the Statement of Work at Annex A in accordance with the Contract.

5.15.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive. *(inserted at contract award)*.

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.



5.15.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.6 Conduct

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.15.7 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work:

- (a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- (b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.8 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the Contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.15.9 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.10 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Kingston, Jamaica.



5.15.11 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.15.12 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- 5.15.12.1** At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.15.12.2** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.15.12.3** If the **Contractor** breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the **Contractor**. The **Contractor** shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

5.15.13 Green Procurement

- 5.15.13.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 5.15.13.2** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.



5.16 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.17 HEALTH AND SAFETY

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.18.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.18.3 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

5.18.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.



5.18.5 Invoicing Instructions

5.18.5.1 The Contractor must ensure that each invoice it provides to Canada

- (a) is submitted in the Contractor's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;
- (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.18.5.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of [2035](#) (2022-12-01) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2022-12-01) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.19.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.



5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.21 GOVERNANCE AND ETHICS

5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.21.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- i) any provision under the local law having a similar effect to the above-listed provisions.



5.21.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

Pest Control Services for the High Commission of Canada in Jamaica, in Kingston

1. INTRODUCTION

The High Commission of Canada hereinafter referred to as the “Mission” requires pest control services for its Chancery (CH), Official Residence (OR) and various Staff Quarters (SQ's) residences.

2. BACKGROUND

Department of Foreign Affairs, Trade and Development (DFATD) consist in a network of 178 Diplomatic and Consular Missions located in 112 Countries. The Mission in Kingston is soliciting proposals for pest control services for their following sites:

Chancery

Located at 3 West Kings House Road, measuring approximately 6,350 m², consisting of one main office building, three guard huts, basement gym and parking lots.

Official Residence

Located at 14 Seymour Avenue, measuring approximately 456 m², consisting of one main house, one guard hut, outdoor patio, helper quarters and gardening sheds.

Staff Quarter Residences

Located throughout Jack's Hill, Russell Heights, Cherry Gardens, Norbrook Road, Barbican, Manor Park, Arcadia, and Waterworks.

3. OBJECTIVE

The objective of this requirement is to provide Pest control Services for the Mission, the OR and various SQ's as per industry standards, thus, maintaining & providing decent working conditions for the occupants of those buildings. In order to achieve this objective, the levels of service and their specifications described herein must be followed. Each installations consists of a mixture of office buildings, utility buildings, recreational facilities and residential accommodations.

4. SCOPE OF WORK

The Contractor will be required to provide a range of pest control services such as but not limited to mosquito control, rodent control, cockroach control, termite control, ant control, slug and snail control, as detailed herein including all personnel, supervision, labour, uniforms, materials, supplies, tools, equipment, and other items related to the services as described in this document, and is exempt only from those items that are specifically noted.

5. TASK / REQUIREMENT

The Mission requires the Contractor to provide Services for the following category:

1. Routine Pest Control Services

Consist of pre-determined tasks on a monthly basis as outlined in the **Attachment 1 to Annex A – Tasks**.



5.1 ROUTINE PEST CONTROL SERVICES

A detailed list of routine tasks is mentioned in the **Attachment 1 to Annex A – Tasks**.

The pest control services must be carried out in the both interior & exterior areas, with prior approval.

Pest control services inside the CH, OR and various SQ's must be carried out only when requested by the Project Authority.

As part of the work outlined in the above paragraph, supervised pest control services of the secured areas of the Chancery must take place as advised by the Project Authority. A schedule giving detailed instructions will be provided by the Mission for this portion of the pest control services. These service providers will be escorted by a member of the Mission at all times.

In carrying out pest control services, the Contractor, with due recognition of the special nature of the Mission's business, must take care and not inconvenience the business activities of the Mission personnel.

The Contractor must provide a schedule for periodical services at least 7 days prior to treatment.

5.2 EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES TO BE PROVIDED BY THE CONTRACTOR

5.2.1 Equipment and tools

The Contractor must supply and maintain all equipment and tools, required to carry out the work as described within the present Statement of Work.

5.2.2 Materials and supplies

The Contractor must provide all materials and supplies required to carry out the work as described within the present Statement of Work. The materials and supplies must include, but are not limited to, the following:

- Only EPA approved products from the U.S.A. or Canada or HCC approved pesticides must be used.

The service for Rodent control must be provided using pre-baiting, baiting, glue boards and traps and premises must be made available to Contractor for visits to change the baits etc. till the problem is curbed.

All products used in the accomplishment of this requirement must be in accordance with Health and Safety codes.

5.3 SCHEDULE OF OPERATIONS

Unless specified otherwise, the Pest Control operations must be performed between the following days/hours:

- Monday through Friday, 08:00 - 17:00

NOTE: The Contractor is responsible for communicating with the departmental representative with preliminary information for scheduling the pest control services every time.



5.4 CONTRACTOR'S PERSONNEL

The Contractor will be responsible to assign the necessary quantity of resources to accomplish the services outlined in this Statement of Work and ensure adequate and timely completion of these services.

The Contractor will depute one (1) English speaking Supervisor / Account Manager who will act as the point of contact for the day-to-day operations with the Project Authority on all matters related to the requirement and the work undertaken. This person will be responsible for the delivery and performance of work while having the authority to represent and act on behalf of the Contractor.

The Supervisor / Account Manager will meet with the Project Authority regularly (frequency to be confirmed in consultation with project authority) and present all reports and take notes of all important points.

The Contractor will be responsible to provide a replacement for the Supervisor / Account Manager in case of absence such as vacation, long term sick leave, etc. The name of the designated person must be provided to the Project Authority in writing no less than 72 hours of an intended absence.

5.5 BEHAVIOR

The Contractor must ensure that pest control staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image.

The Contractor alone must be responsible for the conduct, behavior and discipline to be maintained at the site and its environment in respect of the personnel engaged or hired. In case any misconduct which may or may not involve financial loss or burden to Canada, the Contractor alone must take suitable action against such defaulting personnel in consultation with the Project Authority. The Project Authority must not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor must remove/substitute any personnel if the Project Authority so directs.

The Contractor must abide by the rules and regulation which the department may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the visitor, owner / occupant's personnel.

5.6 OTHER

The Contractor and/or all other personnel involved in the Work must remain escorted by Mission staff on the premises of the Chancery, OR and Staff Quarters. The Contractor and/or all other personnel involved must adhere to security requirement and inform the concerned Mission staff before leaving work site.

Signed service report (duly signed by Project Authority), work plan or schedule and company should comply with all local labor laws (EPF, ESI, Minimum wages, Minimum Age etc.).

GST registration is mandatory throughout the duration of the contract.

The Contractor must submit Material Safety Data Sheet (MSDS) and list of EPA approved chemicals and pesticides that will be used for different applications and treatments on the compound during the validity of this contract. The Contractor must also be responsible to submit product technical data or brochure, manufacturer detail, chemical composition, MSDS sheet, adverse effect and preventive measures if accidental contact happens etc.

If it is proven that the breakdown/loss of material at the CH/OR/SQ was because of negligence on the part of the Contractor or its staff, it must be repaired and/or replaced by the Contractor at its own cost.



The Contractor will NOT remove, without the express written approval of the Project Authority / Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and must ensure that the Contractor's personnel are made aware of and comply with this restriction.

The Contractor will be responsible to fence or barricade the area under treatment complete with caution tape, if required.

5.7 HEALTH AND SAFETY REQUIREMENTS

The Contractor must ensure compliance with all health and safety regulations and measures concerning personnel and fire protection recommended by national codes or prescribed by the appropriate authorities for equipment, habits and work procedures as per Occupational Health and Safety guidelines.

The Contractor must ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Indian Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor will be responsible for supplying suitable replacement equipment within timely matter.

The Contractor must provide training to all personnel assigned to the performance of the Work under this contract including proper handling, use and disposal of all chemical products.

The Contractor's resources for this work must be in good health and free from any infection or disease. The Contractor will be responsible for medical check-ups as prescribed by the Project Authority for all of the workers prior to their starting work at the Mission. The Contractor will be responsible for the workers to undergo the chest x-ray once a year for which the cost must be borne by the Contractor. Personnel who are found to be medically unfit must not be allowed to work under this contract.

Following occupational Health & Safety guidelines must be applicable during the execution of work:

| Subject | Rule | Reference |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Towers, Antennas, and Antenna-Supporting Structure | No staff will climb on a tower, an antenna or antenna-supporting structure unless the mission has authorized the Contractor to do so, the Contractor employee has been trained and instructed in safe method of climbing and the Contractor has provided a fall-protection system (safety belt). | Canada Labour Code, Part II, section 2 |
| Temporary structures and Excavations | Standard ladders (metal will be used, non-standard (wooden or bamboo) ladders will not be permitted. | Canada Labour Code, Part II, section 3 |
| | All staff working at heights more than 6.0 m on a temporary structure will use standard platforms with 900 mm high railing including an intermediate railing. | |
| | All platforms, scaffolding and catwalks should have railing of 900 mm of height with an intermediate rail and 125 mm toe board. All the catwalks should be minimum 450 mm wide and of grill type. | |
| | All excavations, wells, pits carried out/dug up by the Contractor must be covered or encircled by a temporary fence/railing. | |



| | | |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Electrical Safety | All electrical equipment used by the Contractor will have double earthing. | Canada Labour Code, Part II, section 8 |
| | No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped. | |
| Hazardous Substances | Inflammable materials like Petrol, Kerosene, Wax etc. will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided. | Canada Labour Code, Part II, section 10 |
| | The employer will be informed of all hazardous substances used by the Contractor and material safety data sheets will be provided by Contractor. | |
| | Use and manipulation of Asbestos is prohibited. | |
| Protective Headwear | Where there is a hazards of head injury, Contractor's employees will wear a safety helmet. | Canada Labour Code, Part II, section 12 |
| Protective Footwear | Where there is a hazard of a foot injury or electrical shock through footwear, workers, will wear appropriate safety boots or safety shoes (electrical shock proof with steel toe cap and steel sole). Wearing of Flip-Flops and Sandals will not be permitted. | Canada Labour Code, Part II, section 12 |
| Eye and Face Protection | Welding mechanics and electrician will wear protective eyewear and face protection. | Canada Labour Code, Part II, section 12 |
| Hand Protection | Welding mechanics and electrician will wear leather gloves. | Canada Labour Code, Part II, section 12 |
| Respiratory Protection | Respiratory protective equipment should be available with the Contractor when exposed to dangerous levels of airborne hazardous substances. | Canada Labour Code, Part II, section 12 |
| Fall Protection | All staff working at heights more than 6.0m on a temporary structure will use a fall-protection system (safety belts). | Canada Labour Code, Part II, section 12 |
| | All staff working at heights more than 2.4m on a permanent unguarded structure will use a fall-protection system (safety belts). | |
| Protection against Drowning | Where is the work place there is a hazard of drowning, the Contractor must provide a life jacket or buoyancy device, and emergency equipments-such as, fall-protection system (safety belts). | Canada Labour Code, Part II, section 12 |
| Ear Protection | Workers will wear Ear Muffs, Ear Plugs when exposed to sound levels over 87 DBA. | Canada Labour Code, Part II, section 12 |
| Tools | Contractors are to ensure that all equipment tools, brought on to the premises will be in a safe condition, have recently been checked and that all personnel using the equipment and tools have been trained in their safe use. | Canada Labour Code, Part II, section 13 |
| | Electrical hand tools like drills or sows will be of 220 volts type. | |



| | | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Material Handling | If correct manual handling is not used; it can result in back injuries. Therefore, all workers should be trained in safe manual handling. Special objects require special handling. | Canada Labour Code, Part II, section 14 |
| | The Contractor's staff must be trained/qualified in the use of lifting devices such as lift trucks and hydraulic platforms. | |
| Accident reporting | All disabling injuries and accidents on site must be reported to the Mission representative within 24 hours. | Canada Labour Code, Part II, section 15 |
| First Aid | Each Contractor will keep a well-stocked FIRST AID KIT with easy accessibility. | Canada Labour Code, Part II, section 16 |
| Emergency and Evacuation | The Contractor must inform his staff on the emergency measures, evacuation plan, type of alarms, and staff must comply with emergency and evacuation rules. | Canada Labour Code, Part II, section 17 |
| Fire Protection | Fire extinguishers will be used and located at appropriate locations. | Canada Labour Code, Part II, section 18 |

5.8 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The Contractor must supply uniforms to its on-site personnel, clearly identifying them as employees of the Contractor and distinguish them as pest control employees. Such uniforms must be selected in a manner that ensures a consistently excellent representational image (i.e. clean, neat and in good repair) for Canada and must be approved by the Project Authority prior to commencement of the Work.

The Contractor must ensure that its employees are appropriately dressed in uniform at all times while on-site and that uniforms are replaced when lost, worn or torn, at minimum, replaced every year.

The pest control personal must at all the time use protective gears like: gloves, google, shoes & face mask.

The Contractor must ensure that all persons employed in the performance of the services will at all times be properly attired and presentable having due regard to all safety regulations and requirements.

The Project Authority maintains the right to refuse receiving services where the Contractor has not taken the safety precautions anticipated or required for the safe and sound performance of any services.

6. DELIVERABLES

Within 30 days of signing the contract, the Contractor must submit and maintain throughout the life of the service:

1. an organizational plan and schedule of activities to be performed by the Contractor's personnel. These schedules must list the Mission's monthly, every quarter, bi-annually and annually pest control. These schedules are to be examined, and approved, by the Project Authority prior to commencement of the Work.
2. an itemized list of all pest control products to be used, meeting all requirements in section 5.2 **Equipment, Tools, Material and Supplies**. At a minimum, the list must include the material's and/or pest control product's brand name, quantity, application, a description of what it is used for, and any special instructions. All materials must be approved by the Project Authority prior to usage, including all substitutions.



7. LANGUAGE OF WORK

Any communication with the Project Authority and CH/OR/SQ occupants must be in English.

8. LOCATION OF WORK

The work will be conducted at the following locations:

- CH, located at 3 West Kings House Road, Kingston;
- OR located at 14 Seymour Avenue, Kingston and;
- 21 SQ's located throughout Jack's Hill, Russell Heights, Cherry Gardens, Norbrook Road, Barbican, Earl's Court, Manor Park, and Waterworks. Exact addresses will be provided at signing of the contract.

9. TRAVEL AND TRANSPORTATION

All costs and expenses incurred by the Contractor for the performance of the work, including local transportation of personnel and delivery of materials and supplies must be the sole responsibility of the Contractor. Canada will not reimburse Contractor for such expenses.



ATTACHMENT 1 TO ANNEX A – TASKS

MONTHLY SERVICES FOR THE CHANCERY, THE OFFICIAL RESIDENCE AND VARIOUS STAFF QUARTERS

| Task | Description |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Mosquito Spray Spray for mosquito control must be carried out (in the common areas) around the buildings, Guard huts, Parking areas, Gym/ Aerobic room, Garbage dump area, Basement mechanical room, Underground Parking etc. The spray must be directed against dark, damp areas, open drains/ channels, catch basins, garbage dumps & all potential breeding areas. |
| B | Garden Spray Garden spray will be carried out against pests (moths, beetles, slugs, termites, ticks, bees, wasp, mealy bugs, etc.) of flowering plants, bush-trees, flower beds and grassy areas in and around the outside. |
| C | Ant Control Complete inside must be treated for ants |
| D | General Disinfection for Cockroaches |
| E | Cockroach treatment in sanitary drainage system (Sewers & Manholes in the compound) |



ANNEX B - BASIS OF PAYMENT

1. ROUTINE PEST CONTROL

Firm Monthly Rate

The Contractor will be paid firm monthly rates as follows, for Work performed in accordance with the Contract. Any Applicable Tax is extra.

During the extended period of the Contract, the Contractor will be paid the following firm monthly rates, as per lines Option Periods 1, 2 and 3, to perform all the Work in relation to the contract extension.

TABLE 1

| PERIOD | Firm Monthly Rate (JMD) Taxes Excluded | |
|--------------------------|-------------------------------------------|--------|
| Initial – Year 1 | | |
| Initial – Year 2 | | |
| Option Period 1 – Year 3 | | |
| Option Period 2 – Year 4 | | |
| Option Period 3 – Year 5 | | |
| Subtotal | | |
| Taxes (if applicable) | % | Amount |
| | | |
| Total | | |



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

| |
|------------------------------------------------------|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine | Global Affairs Canada | 2. Branch or Directorate / Direction générale ou Direction ACM / KNGTN |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail The provision of ground maintenance services for the Chancery, Official Residence and Staff Quarters. | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | NATO SECRET NATO SECRET <input type="checkbox"/> | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





| |
|------------------------------------------------------|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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| |
|------------------------------------------------------|
| Security Classification / Classification de sécurité |
|------------------------------------------------------|





| |
|------------------------------------------------------|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|------------------------------------------------------------|---------------------|---|---|-----------------------------|--------|--------------------------|---------------------------------------------|---------------------------------------|-------------|----------------------------------------|---------------------|---|---|--------------|--------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets / Renseignements / Biens / Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).