



CANADA'S REPRESENTATIVE

NATALIA LIU
MISSION PROCUREMENT - AAO
125 SUSSEX DRIVE
OTTAWA, ONTARIO, CANADA, K1A 0G2

Email: internationalproposals@international.gc.ca

Request for Proposal (RFP)

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

Title Landscaping and Grounds Maintenance Services for the Embassy of Canada to the United States in Washington D.C.	
Solicitation no. 24-249258	Date January 3, 2024
Proposal Delivery In order for the proposal to be valid, it must be received no later than 2:00pm EST (Eastern Standard Time, Ottawa, Ontario, Canada) on February 2, 2024. 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 #: 24-249258	
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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY 4

1.3 CONTRACT DOCUMENT 5

1.4 INTERPRETATION..... 5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 LANGUAGE OF BIDS 6

2.2 REFERENCE CLAUSES..... 6

2.3 STANDARD INSTRUCTIONS 6

2.4 SUBMISSION OF BIDS..... 7

2.5 BIDDER'S SITE VISIT – MANDATORY 8

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS..... 9

2.7 APPLICABLE LAWS 9

2.8 ENTIRE REQUIREMENT..... 9

2.9 DEBRIEFINGS..... 10

2.10 CHALLENGES..... 10

2.11 NO PROMOTION OF BIDDERS INTEREST..... 10

2.12 LEGAL CAPACITY 10

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT..... 10

PART 3 - BID PREPARATION INSTRUCTIONS 12

3.1 BID PREPARATION INSTRUCTIONS..... 12

3.2 TECHNICAL BID INSTRUCTIONS..... 12

3.3 FINANCIAL BID INSTRUCTIONS 12

3.4 FIRM PRICE 13

3.5 FIRM HOURLY RATES..... 13

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES..... 13

3.7 CERTIFICATIONS..... 13

ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 14

ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM..... 18

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 21

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 22

PART 5 - RESULTING CONTRACT CLAUSES..... 28

5.1 DEFINITIONS 28

5.2 PRIORITY OF DOCUMENTS..... 29

5.3 AUTHORITIES AND COMMUNICATION 29

5.4 STANDARD CLAUSES AND CONDITIONS 31

5.5 GENERAL CONDITIONS..... 31

5.6 ENTIRE AGREEMENT..... 31

5.7 APPLICABLE LAWS 31

5.8 NUMBER AND GENDER 31

5.9 POWERS OF CANADA / STATE IMMUNITY..... 31

5.10 TIME OF THE ESSENCE 31

5.11 EXCUSABLE DELAY 31

5.12 SEVERABILITY 32

5.13 SUCCESSORS AND ASSIGNS 32

5.14 SURVIVAL..... 32

5.15 PERFORMANCE OF THE WORK..... 32

5.16 CERTIFICATIONS 34

5.17 HEALTH AND SAFETY 34

5.18 PAYMENT TERMS 35

5.19 SUSPENSION AND INFRACTION 36

5.20 INSURANCE TERMS..... 37

5.21 GOVERNANCE AND ETHICS..... 37



5.22 DISPUTE RESOLUTION..... 38

ANNEX A – STATEMENT OF WORK 39

ANNEX B - BASIS OF PAYMENT 49

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) 52



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 the 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 Landscaping and Grounds Maintenance Services for the Embassy of Canada to the United States in Washington D.C.as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for March 1, 2024, for a period of 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 3 additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 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/1/2003/26) (2023-06-08) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26>), 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 BIDDER'S SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at the following address: **at 501 Pennsylvania Avenue NW, Washington, DC 20001, on January 11th, 2024, at 10:00 am Washington local time.**



Bidders should confirm their attendance with Canada's Representative and provide the names of the representatives who will attend by January 10, 2024. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

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, SUGGESTED IMPROVEMENTS

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative at the electronic address identified on page 1 of the solicitation, no later than 5 business 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 favour 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 United States dollar (USD) in the attached 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.

3.5 FIRM HOURLY RATES

3.5.1 Bidders must quote Hourly Rates in United States dollar (USD) in the attached Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).

3.5.2 The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

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

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Section III: to be labeled "Certifications";

3.7 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 subject to verification by Canada at all times. 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.

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:</p>	_____



	<p>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>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>"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>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>	
<p>C5</p>	<p>USE OF SUBCONTRACTOR(S)</p> <p>The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work.</p> <p>Canada reserves the right to approve or reject 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?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>C6</p>	<p>JOINT VENTURES</p> <p>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?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>C7</p>	<p>VALID LICENSE</p> <p>The Bidder certifies that it has and will maintain a valid (unexpired) license to operate as a Landscaping and Grounds Maintenance Services provider in United States of America for the entire duration of the contract.</p>	<p>_____</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. REGULAR 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 lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

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

2. AS AND WHEN REQUIRED SERVICES

As described in **Annex A – Statement of Work** under section **5.2 – As and When Required Services**, upon request of the Project Authority, these services will be paid in accordance with the following two sub-sections, the **Firm Hourly Rate** and the **Specialized Machinery, Materials and Supplies**;

a) Firm Hourly Rate

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.5 - Equipment, Materials, and Supplies Provided by the Contractor**, fringe benefits, general and administrative expenses, overhead and profit, as applicable.

The contractor will be paid a firm hourly rate as identified in the following **AS AND WHEN REQUIRED SERVICES** table and for the level of effort identified in the **Attachment 1 to Annex B – Service Authorization Form** under section **2.a** for each individual service request. Applicable Taxes are extra.



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

	A	B	C
Period	Firm Hourly Rate per resource (USD) Taxes Excluded	*Estimated Number of Hours per Year	Subtotal (USD) Taxes Excluded (A) X (B)
Initial period (Year 1)		50	
Initial period (Year 2)		50	
Option 1 (Year 3)		50	
Option 2 (Year 4)		50	
Option 3 (Year 5)		50	
Evaluated price (USD) :			

*Estimated numbers of hours are used for evaluation purposes and is no guarantee of volume.

b) Specialized Machinery, Materials and Supplies

Should a specific service request require the utilization of the contractor’s owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.5 - Equipment, Materials, and Supplies Provided by the Contractor**, or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the Contractor will be paid in accordance with the following two sub-sections, the **Contractor’s owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;

Contractor’s owned Specialized Machinery and/or Materials and Supplies

The Contractor will be paid based on the proposed rates that will be listed in **Attachment 1 to Annex B – Service Authorization Form** under section **2.b** for each individual service request.

The Contractor certifies that the price proposed for each items listed on this form is not in excess of the lowest price charged to anyone else, including the contractor’s most favoured customer, for the like quality and quantity of the goods, services or both.

Third party rental of Specialized Machinery and/or purchase of Materials and Supplies

The Contractor will be reimbursed for these expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

The Contractor must list these costs in **Attachment 1 to Annex B – Service Authorization Form** under section **2.b** for each individual service request.



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 technical 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 65 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.

CRITERIA M1		
<p><u>Certificate and License</u></p> <p>The Bidder must demonstrate that it has the authorization to operate as a landscaping and grounds maintenance services provider in the United States/D.C <u>for at least the last five years.</u></p> <p>The Bidder must have an active authorization to operate as a landscaping and grounds maintenance services provider in the United States/ D.C prior to Contract award.</p> <p>If the certificates or documents are currently pending review or renewal by the government, copies of the pending documents must be provided.</p>		
COMPLIANCE	Yes	No
Has the Bidder provided photocopies of the official certificates or documents showing authorization to operate as a landscaping and grounds maintenance services provider in the United States/ D.C. <u>for at least the last five years.</u>		

CRITERIA M2		
<p><u>Office Location</u></p> <p>The Bidder must demonstrate that the company has an office located within 100 kilometers radius of: 501 Pennsylvania Avenue NW 3rd floor, Washington, DC 20001, United States.</p>		
COMPLIANCE	Yes	No
Has the Bidder provided the company's civic address located within the 100 kilometers radius?		



CRITERIA M3

Corporate Experience

The Bidder must demonstrate that it has experience as a landscaping and grounds maintenance service provider in the United States for grounds areas equal or greater 20 000 square feet for **at least sixty (60) months within the last 8 years.**

In order to demonstrate the Bidder's experience, the following information must be provided:

- a) Name of the client organization;
- b) Location of the work (state);
- c) Duration of services - Start date and end date of the work (or indicate if work is still in progress);
- c) Brief description of the work;
- d) Size of managed grounds in square feet;
- e) 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 it has experience for <u>at least sixty (60) months within the last 8 years</u> as a landscaping and grounds maintenance service provider in the United States for grounds equal or greater of 20,000 square feet?			
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 (state)			
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (Indicate if work is still in progress)	Duration in months
	__/__/__	__/__/__	__
Brief description of the work			
Size of managed grounds in square feet			
Name and contact information of the reference	Name	Phone number or Email	



2.0 Point Rated Technical criteria

Proposals having successfully met all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the rating table below.

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

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

CRITERIA R1			
DESCRIPTION	RATING		
<p><u>Corporate Experience</u></p> <p>The Bidder should demonstrate its experience in addition to the minimum of sixty (60) months within the last 8 years as a landscaping and grounds maintenance service provider in the United States for grounds areas of at least 20 000 square feet.</p> <p>In order to demonstrate the Bidder's experience, the following information should be provided:</p> <p>a) Name of the client organization; b) Location of the work (state); c) Duration of services - Start date and end date of the work (or indicate if work is still in progress); c) Brief description of the work; d) Size of managed grounds in square feet; e) Name and contact information of the reference (phone number or email).</p> <p>The Bidder should provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.</p>	<p>61 to 74 months = 10 points</p> <p>75 and up months = 15 points</p>		
		SCORE	REFERENCE / COMMENTS
<p>Using the following table, the Bidder should provide the information for each experience. One project per table, should more than one table be required, it can be duplicated.</p>			
EXPERIENCE #1			
Name of the client organization			
Location of the work (state)			



Duration of services	Start Date (MM/YY)	End Date (MM/YY) (Indicate if work is still in progress)	Duration in months
Size of managed grounds in square feet			
Name and contact information of the reference	Name	Phone number or Email	

The following rating table will be used for criteria R2.

100% of the points	80% of the points	60% of the points	40% of the points	0% point
Substantial details are provided, allowing for a complete and thorough understanding of the requirement.	The response includes a significant amount of information required to be completed and contains several value-added	The response includes most of the information required to be completed, meeting the minimum established, and contains no significant weaknesses.	The response includes some information, but there is also a significant amount of information missing. Some elements are poorly described.	The response is deficient.

CRITERIA R2			
DESCRIPTION	RATING	SCORE	REFERENCE / COMMENTS
<p><u>Proposed Work Plan</u></p> <p>The Bidder should demonstrate his understanding of the scope of work by elaborating on its proposed work plan which may include but not limited to the following:</p> <ul style="list-style-type: none"> • A detailed Work plan on how the work will be provided with quality and in a timely manner; • Quality Control Program; • Resource Management practices; • List of potential constraints that may hinder the Bidders capacity. 	<p>Maximum of 20 points</p>		



CRITERIA R3			
DESCRIPTION	RATING	SCORE	REFERENCE / COMMENTS
Health and Safety			
<p>The Bidder should demonstrate it has an occupational health and safety program covering elements required under US legislation.</p> <p>The Bidder should demonstrate that he has an occupational health and safety program by providing the following information:</p>			
a) His current occupational health and safety policy	5 points		
b) The elements contained in its health and safety program which may include but are not limited to: health and safety rules; correct work procedures; employee orientation program; training; workplace inspections; reporting and investigating;	5 points		
c) Individual occupational health and safety responsibilities of workers; supervisors and management;	5 points		
d) A list of specific elements included in its occupational health and safety program such as but not limited to: material handling rules; vehicle safety rules; preventative maintenance and their personal protective equipment requirements.	5 points		



CRITERIA R4			
DESCRIPTION	RATING	SCORE	REFERENCE / COMMENTS
<p>Superior Management</p> <p>The Bidder should demonstrate that they have been certified and demonstrates superior management and environmental management practices.</p> <p>In order to be awarded points, the Bidder should possess valid (not expired) proof of certification as of the closing date of the solicitation.</p> <p>In order to demonstrate their superior management practices, the Bidder should submit *valid certificate or copies that confirm that:</p>			
a) they are ISO 9001 certified	5 points		
b) they are ISO 14001 certified	5 points		

CRITERIA	SCORE
R1 Corporate Experience	/ 15
R2 Proposed Work Plan	/ 20
R3 Health and Safety	/20
R4 Superior management practices	/ 10
Maximum Total of Points = 65	
(passing score 60%)	/ 65



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 3 additional 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 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 Washington, DC, the United States of America.

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 Green Procurement

5.15.12.1 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.

5.15.12.2 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

Landscaping and Grounds Maintenance Services for the Embassy of Canada to the United States in Washington D.C.

1. INTRODUCTION

The Embassy of Canada to the United States in Washington D.C., hereinafter referred to as the “Mission”, requires landscaping and grounds maintenance services at the Chancery and the Official Residence.

2. BACKGROUND

The Mission includes a landscape area of approximately 8300 sq. feet for the Chancery and 21,000 sq. feet for the Official Residence.

The Chancery
501 Pennsylvania Ave. NW
Washington, DC 20001

Official Residence (OR)
2825 Rock Creek Drive NW
Washington, DC 20008

(Each of the above locations to be individually referred to as the “Property”)

3. OBJECTIVE

The objective of this requirement is to provide all inclusive professional landscaping and grounds maintenance services at the Mission.

4. SCOPE

The Contractor will be required to provide a range of landscaping, gardening, grounds maintenance and exterior landscaping services at the Mission as detailed herein ensuring that at all times the gardens are well maintained with an even cut appearance, squared off lawns and weed-free cultivated flowerbeds.

The fixed and periodical Works specified in this Statement of Work must be carried out in accordance with this SOW and to the satisfaction of the Mission. In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the Mission, must take care and not inconvenience the business activities of Mission personnel, clients and visitors.

5. TASKS & TECHNICAL SPECIFICATIONS

Overall landscaping, gardening and grounds maintenance duties for both properties

5.1 Regular services

5.1.1 Pest Management

The Contractor must be responsible for the detection, monitoring and control of all insects;

- a. The Contractor must be aware of the potential pests and must make regular inspections of the plant material and treat as necessary. These principles will be practised under an Integrated Pest Management (IPM) program which the Contractor must prepare and submit in writing to the Mission Project Authority, for review



and approval, within 30 days of Contract Award;

- b. Dormant oil must be applied in early March to all plants susceptible to scale, to include all needed Evergreens, Junipers, Euonymous, Hollies, Cherries, Oaks and Maples;
- c. Applications of pesticides must not be done as calendar scheduled or general cover sprays. Pesticides must only be applied as needed, when pests are detected through regular inspections. Spraying operations will cover all material up to a height of twenty-five (25) feet. Trees exceeding this height can be serviced under a separate agreement;
- d. There are several species of insects, i.e. scale, pine bark beetle, Japanese beetle, mites and borers that require an extensive control program. It may take several seasons to achieve control and such measures must be incorporated into the IPM program by Contractor;
- e. Disease of ornamental plant material must be treated on a curative basis as needed. The Contractor's goal in implementing an IPM program is to maintain insect and disease problems at levels agreed to by the parties upon approval of the IPM program. This benefits the Mission by ensuring more frequent inspections by on-site personnel and a safer environment through the use of fewer pesticides. All pesticides must be applied under the supervision of a certified applicator.

5.2 “AS AND WHEN REQUIRED SERVICES”

Other services not included in section 5.1 – **Regular Services** may be required on an "As and When Required Basis" using a Service Authorization form (SA). The Work described in the SA must be in accordance with the scope of the Contract.

The Contractor must provide periodical landscaping and grounds maintenance tasks for miscellaneous repair services related to landscaping on an “as and when requested” basis including but not limited to irrigation, flooding, acts of God, erosion from rain, etc.

A request to perform a service will be sent to the Contractor. If the Contractor confirms in writing that their company is unable to perform the service as a result of other commitments, Canada reserves the right to acquire the required services by other means. The Contractor may advise the Project Authority in writing that their company is unable to carry out additional services as a result of other commitments and no request to perform “as and when required services” will be sent to the Contractor until the Contractor has given notice in writing to the Project Authority that their company is available to perform the “as and when required services”.

Service Authorization process:

1. The Project Authority will provide the Contractor with a description of the service required using the "Service Authorization" form specified in **Attachment 1 to Annex B – Basis of Payment**.
2. The Service Authorization (SA) will contain the details of the activities to be performed, a description of the deliverables and the desired timelines for its completion.
3. The Contractor must provide the Project Authority, within 1 calendar day of its receipt for request that will be identified as urgent and 3 calendar days of its receipt for others, the total cost for performing the service and a breakdown of that cost, established in accordance with the terms and conditions identified in **Annex B – Basis of Payment** for the “**As and When Required Services**”.
4. The Contractor must not commence work until a SA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a SA has been received will be done at the Contractor's own risk.



5. Once the work will be completed, the Contractor must immediately notify the Project Authority in order for him/her to acknowledge the completion of the work and to perform a quality control check.

5.3 The Chancery, Washington, DC 20001

5.3.1 General Requirements

Sign-off Sheets: Each work visit must begin at 7 am (possibly earlier) with documentation to be signed off by the Mission Project Authority or delegate and the Contractor will send a copy sign off sheet via email to the Mission Project Authority within 48 hours and provide in detail any areas that are not healthy and how to resolve. The Contractor's sign-in sheet will have the Contractor's sign-in time and sign-out time. The Mission shall keep a copy of the sign-off sheet in its office. Sign-off sheet must be produced and provided by the Contractor with separate sign-off sheets for each Property. Failure by the Contractor to fully complete a sign-off sheet will be considered a "no show".

5.3.2 General Clean-up

5.3.2.1 Throughout the year, all trash, sticks and other unwanted debris must be removed from lawns, plant beds, planters and paved areas weekly, with the exception of November to March (inclusive). Further, Contractor must remove dead plants and bushes and also fill all holes (caused by rodents or other causes) with gravel to within 2 inches of the surface and then add top soil and mulch up to surface level.

5.3.2.2 From April to August (inclusive), exterior planters throughout the Mission Property must be watered once a week. Contractor is to use harnesses when servicing levels 3,4 and 5. It is the Contractor's responsibility to provide all safety equipment.

5.3.3 Turf Fertilization

5.3.3.1 A soil test must be taken in mid-April, to determine whether an application of lime is necessary. If lime is necessary, the Contractor must specify the appropriate rate and apply it at an additional cost with prior approval from Mission Project Authority.

5.3.3.2 To help promote early green up, lawn areas must be fertilized in early spring to provide the equivalent of half ($\frac{1}{2}$) a pound of nitrogen per one hundred (100) square feet.

5.3.3.3 One (1) application of fertilizer must be applied to turf in early fall (September 20 to October 15). This fertilizer must be applied in a granular form. It must be fifty (50) per cent organic and the nitrogen must be in at least a twenty-five (25) per cent slowly released form. This will extend the effectiveness of the fertilizer and provide for continuous root development. This fertilizer will provide the equivalent of one (1) pound of nitrogen per one thousand (1,000) square feet of lawn.

5.3.3.4 A second application must be applied in late fall, November 15 to December 15, to achieve maximum root development. This fertilizer will be the same balanced fertilizer as applied earlier. It must be applied at the rate of one and a half (1.5) pounds of nitrogen per one thousand (1,000) square feet.

5.3.4 Herbicides

A pre-emergent herbicide (Pre-M) must be applied in early May to help control the growth of crabgrass and other annual weeds. It is residual for up to sixteen (16) weeks and negates the necessity of a second application of pre-emergent / post emergent herbicide (Trimec or equivalent).



5.3.5 Spring Clean-up

In the months of February to April, a general landscape clean-up will occur. This service must include the following:

- a. Removal of landscape debris that has accumulated over the winter months;
- b. Pruning to remove deadwood from plant material up to a height that can be reached with an eight (8) foot – ten (10) foot pole pruner;
- c. Contractor to spread out any excessive mulch build-up in plants and tree pits. Excessive mulch is detrimental to plant health as it encourages insects, disease and root growth in the mulch;
- d. Edging of all beds and tree wells at a right angle to a depth of two (2) – three (3) inches. All tree rings must be concentric and all bed lines maintained as smooth and continuous lines. All existing mulch will be turned before new mulch is applied;
- e. Application of a pre-emergent weed control to all mulched areas and ground cover beds. Certain ground cover or perennial planting must not receive pre-emergent in order not to damage the material.

5.3.6 Ornamental Plant Care

5.3.6.1 All beds and tree wells must be mulched with shredded cedar mulch to a minimum depth of two and a half (2.5) inches in early spring. The mulch must be kept away from the base of the tree trunks and from the crown of the shrubs.

5.3.6.2 All ornamental trees must be fertilized with ten (10) – six (6) – four (4) analysis fertilizer at the rate of one (1) pound per inch of trunk calliper. Shrubs and ground cover must be fertilized with ten (10) – six (6) – four (4) analysis fertilizer at the rate of four (4) pounds per one hundred (100) square feet of bed area once in the spring. Acid loving plant material must be fertilized with an ericaceous fertilizer (i.e. Hollytone) at the manufacturer's recommended rate.

5.3.6.3 Informal shrubbery must be pruned twice, approximately in June and in early September. Shrubbery which requires shearing to maintain a formal appearance must be sheared as approved in advance by the Mission Project Authority. Flowering shrubs must be pruned after blooming. Hand pruning of shrubs will not include rejuvenating work on overgrown plants that have been improperly pruned or sheared in previous years. Ground covers must be edged and pruned as needed to contain them within their borders. Standard pruning practices must be observed and all resulting debris will be removed. Perennials must be cut back and pruned at the appropriate times. In general, perennials must be cut back in early spring unless otherwise requested by the Mission Project Authority.

5.3.7 Pruning Trees

5.3.7.1 Major pruning of the deciduous trees must be done in the months of January, February and March, during the dormant season.

5.3.7.2 Pruning must include removal of crossing branches, or those not consistent with standard form, general thinning for good light penetration and air circulation, and dead or diseased branches. Subsequently, pruning of suckers, water sprouts and low hanging branches will be performed during the Contractor's regular visits. Trees to a height of fifteen (15) feet are covered under this specification. (Trees above this height will be coordinated directly by Mission.)

5.3.7.3 All pruning cuts must be made to the lateral branches buds or flush with the trunk. Stubbing will not be permitted. All debris must be removed from the property on the same day as cut.



5.3.8 Weed Control

As part of the IPM program and annual Schedule, Contractor must advise on exactly how and when the weed control will be completed for all beds/planters and tree wells will be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. This must be performed through the use of pre-emergent and post-emergent herbicides as well as hand weeding. All chemicals must be used according to the product label. A non-selective and/or pre-emergent herbicide (Round-Up and Surflan) must be applied on a continuous basis to all walks, curbs and other paved areas to help prevent the growth of weeds.

5.3.9 Leaf Removal

All fallen leaves must be removed from the Property three (3) times in the fall (October, November, and December). In turf areas, leaves must be removed on weekly visits from October through November. When requested by the Mission Project Authority, supplemental leaf removals must be performed by the Contractor at no additional cost.

5.3.10 Irrigation

The Contractor must be responsible for monitoring the effectiveness and reporting any deficiencies to the Mission Project Authority. Monitoring will include regular visual & documented check-ups of the irrigated areas by the on-site maintenance supervisor who will notify the Mission Project Authority that adjustments, repairs or timer settings are needed. The Contractor can provide full service irrigation management repairs under a separate agreement with experienced irrigation technicians subject to the Mission Project Authority's approval. The Contractor must be responsible for hand watering of the shrubs in planters all around the Chancery.

5.4 Official Residence

5.4.1 General

Sign-off Sheets: Each work visit must begin at 7:00 am and end at approximately 10:30 am with documentation to be signed off by the Official Residence Staff and the Contractor must send a copy of a sign off sheet via email to the Mission Project Authority within 48 hours and provide in detail any areas that are not healthy and how to resolve. The Contractor's "Sign-in sheet", will have the Contractor's sign-in time and sign-out time. The Official Residence Staff shall keep a copy of the sign-off sheet in its office. A copy of the signed, Sign-off sheet will to be provided by the Contractor. Failure by the Contractor to fully complete a sign off sheet is considered a "no show".

5.4.2 General Clean-up

5.4.2.1 From April through October all trash, sticks and other unwanted debris must be removed from lawns, plant beds, planters and paved areas once a week throughout the year.

5.4.2.2 From November through March (inclusive), the Contractor must complete the above work twice per month.

5.4.3 Mowing

5.4.3.1 Lawn areas must be maintained at a height of two and a half (2½) inches to three and a half (3½) inches throughout the mowing season (1 April till mid-November).

5.4.3.2 To ensure a high-quality cut, all mower blades must be sharpened no less than once a week during the mowing season.

5.4.3.3 During the mowing season all lawn areas must be mowed once a week and Contractor to provide schedule to Mission Project Authority at Contract signing.



5.4.3.4 The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. Grass catchers must be used around beds and tree pits to keep grass clippings out of the mulch. Mowing equipment must be new or not older than 2 years.

5.4.4 Edging

Edging of all sidewalks, curbs and other paved areas must be performed every week during the growing season. Debris from edging operations must be removed and areas swept clean.

5.4.5 Seeding

All lawn areas must be vertiseeded in two (2) directions in the fall. Seed must be inserted into the soil for optimum germination conditions. Contractor must consider the environmental conditions and the existing turf when selecting the seed mix and the rate at which it is applied before seeding and shall advise the Mission Project Authority in advance at no additional cost.

5.4.6 Turf Fertilization

5.4.6.1 Contractor must take a soil test to determine whether an application of lime is necessary. If lime is necessary, the Contractor must specify the appropriate rate and apply it at an additional cost with prior approval from the Mission Project Authority.

5.4.6.2 To help promote early green up: lawn areas must be fertilized in early spring to provide the equivalent of half (½) pound of nitrogen per one hundred (100) square feet. One (1) application of organic fertilizer must be applied to turf in early fall (September 20 to October 15). This organic fertilizer must be applied in a granular form. It must be fifty (50) per cent organic and the nitrogen must be in at least a twenty-five (25) per cent slowly released form. This will extend the effectiveness of the fertilizer and provide for continuous root development. This organic fertilizer will provide the equivalent of one (1) pound of nitrogen per one thousand (1,000) square feet of lawn. A second application must be applied in late fall, November 15 to December 15, to achieve maximum root development. This organic fertilizer must be the same balanced fertilizer as applied earlier. It must be applied at the rate of one and a half (1.5) pounds of nitrogen per one thousand (1,000) square feet.

5.4.7 Herbicides

A pre-emergent organic herbicide, with the product Organic Grass Control (Pre-M) must be applied in early May to help control the growth of crabgrass and other annual weeds. It is residual for up to sixteen (16) weeks and negates the necessity of a second application of organic pre-emergent, post emergent organic herbicide (Mirimichi Green Weed).

5.4.8 Spring Clean-up

In the months of February to April a general landscape clean-up will occur. This service must include the following:

- a. Removal of landscape debris including but not limited to sticks, leaves, dead weeds, etc., that have accumulated over the winter months;
- b. Pruning to remove deadwood from plant material up to a height of fifteen (15) feet;
- c. Removal of excessive mulch build-up in beds and tree pits as deemed necessary by the Contractor. Excessive mulch is detrimental to plant health as it encourages insects, disease and root growth in the mulch;



- d. Edging of all beds and tree wells at a right angle to a depth of two (2) – three (3) inches. All tree rings must be concentric and all bed lines maintained as smooth and continuous lines. All existing mulch must be turned before new mulch is applied;
- e. Application of a pre-emergent weed control to all mulched areas and ground cover beds. Certain ground cover or perennials planting must not receive pre-emergent in order to avoid damaging the material.

5.4.9 Ornamental Plant Care

5.4.9.1 All beds and tree wells must be mulched with shredded hardwood mulch to a minimum depth of two and a half (2.5) inches in early spring. The mulch must be kept away from the base of the tree trunks and from the crown of the shrubs.

5.4.9.2 All ornamental trees must be fertilized with ten (10) – six (6) – four (4) analysis fertilizer at the rate of one (1) pound per inch of trunk calliper. Shrubs and ground cover must be fertilized with ten (10) – six (6) – four (4) analysis fertilizer at the rate of four (4) pounds per one hundred (100) square feet of bed area once in the spring. Acid loving plant material must be fertilized with an ericaceous fertilizer (i.e. Hollytone or commercial equivalent) at the manufacturer's recommended rate.

5.4.9.3 Informal shrubbery must be pruned twice, approximately in June and in early September.

5.4.9.4 Shrubby which requires shearing to maintain a formal appearance must be sheared as approved in advance by the Mission Project Authority.

5.4.9.5 Flowering shrubs must be pruned after blooming. Hand pruning of shrubs must not include rejuvenating work on overgrown plants that have been improperly pruned or sheared in previous years. Ground covers must be edged and pruned as needed to contain them within their borders. Standard pruning practices must be observed and all resulting debris must be removed. Perennials must be cut back and pruned at the appropriate times. In general, perennials must be cut back in early spring when requested by the Mission Project Authority.

5.4.10 Pruning Trees

5.4.10.1 Major pruning of the deciduous trees must be done in the months of January, February and March, during the dormant season.

5.4.10.2 Pruning must include removal of crossing branches, or those not consistent with standard form, general thinning for good light penetration and air circulation, and dead or diseased branches. Subsequently, pruning of suckers, water sprouts and low hanging branches must be performed during the Contractor's regular visits. All pruning cuts must be made to the lateral branches, buds or flush with the trunk. Stubbing must not be permitted. All debris must be removed from the property.

5.4.11 Weed Control

All beds and tree wells must be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. This must be performed through the use of organic pre-emergent (Organic Grass Control) and organic post-emergent herbicides (Mirimichi Green Weed) as well as hand weeding. All organic chemicals must be used according to the product label. An organic non-selective and/or organic pre-emergent herbicide (Mirimichi Green Weed and Milogranite and Organic Grass Control) must be applied on a continuous basis to all walks, curbs and other paved areas to help prevent the growth of weeds.



5.4.12 Leaf Removal

All fallen leaves must be removed from the Property on a weekly basis.

5.4.13 Irrigation

5.4.13.1 The Contractor must be responsible for monitoring the effectiveness and reporting any deficiencies to the Mission Project Authority.

5.4.13.2 Monitoring must include regular visual & documented check-ups of the irrigated areas by the on-site maintenance supervisor who will notify the Mission Project Authority that adjustments, repairs or timer settings are needed.

5.4.13.3 The Contractor can provide full service irrigation management repairs under a separate agreement with experienced irrigation technicians. The Contractor must be responsible for hand watering of the shrubs in planters all around the Official Residences. The Contractor must open the irrigation and close the irrigation at all properties.

5.5 Equipment, Materials and Supplies provided by the Contractor

5.5.1 The Contractor must provide all necessary labour, supervision, materials, consumables, transportation, tools, uniforms and equipment necessary to perform the required work.

5.5.2 The Contractor must provide all Staff with uniforms that clearly identify them as employees (ex. Logo) and with personnel protective equipment in accordance with Health and Safety legislation in the United States. Such uniforms and protective equipment can include, but are not limited to:

- Gloves;
- Ear protectors;
- Goggles;
- Appropriate footwear;
- Rain gear and protective uniform;
- First aid kits

5.5.3 The Contractor must ensure that the equipment is fitted with suitable safety devices and that the persons operating such equipment are adequately trained and competent to do so.

5.5.4 The Contractor must use gardening equipment that is of commercial type and ensure that all equipment used to perform the Work is in a state of good condition and is replaced as necessary (e.g. when broken, damaged or unsafe).

5.6 Contractor's Personnel

5.6.1 The Contractor must ensure that suitably trained gardening and landscaping staff is available from 8:00am to 4:30pm, Monday to Friday, based on a 37.5 work hours' week with an hour meal/rest break interval.

5.6.2 The Contractor's staff does not need to work during the Mission's statutory holidays. The holiday list will be provided to the Contractor by the Project Authority.

5.6.3 The Contractor must ensure that one of the assigned staff maintains valid first aid certification and that first aid kits are available at all times to render first aid to staff as required.



5.6 Warranty

The Contractor warrants all specimens that it plants under this contract. Further, the Contractor must be fully responsible for the care of all specimens on the property excluding:

- a. trees over eight (8) inch in diameter and
- b. plant death due to the following of which the Mission Project Authority shall have sole discretion on whether the following item(s) apply):
 - i. vandalism;
 - ii. acts of God;
 - iii. improper watering practices performed by non-Contractor personnel;
 - iv. pre-existing horticultural problems that the Contractor identifies in writing to the Mission Project Authority pursuant to Section 5.7.4.

5.7 Schedules

- 5.7.1 Notwithstanding the minimum frequencies shown in this schedule, tasks shall be performed to ensure that the property maintains a clean, neat and tidy appearance to the complete satisfaction of the Mission Project Authority.
- 5.7.2 A proposed schedule of routines for each Property must be provided to the Mission Project Manager for approval within fifteen (15) working days of the commencement of the contract and shall include a complete list of equipment and materials to be used in the performance of the tasks identified in the statement of work. All products used should be environmentally friendly and of good quality. DFATD reserves the right to request that certain materials or equipment be changed or not used in the provision of services. The proposed schedule must be submitted for final review and approval of the Mission Project Authority prior to implementation by Contractor.
- 5.7.3 Within 48 hours of any scheduled maintenance, the Contractor must identify in writing any horticultural problem including but not limited to pest management issues to the Mission Project Authority.
- 5.7.4 Within 48 hours of Contract Award, the Contractor must submit a full written inventory of all plant material that will fall under the warranty and responsibility of the Contractor. As per Section 5.6 b. (iv) of this Statement of Work, the Contractor must identify and advise on any pre-existing horticultural issue.
- 5.7.5 All herbicides tests required must be listed on the schedule provided by the Contractor.
- 5.7.6 The final schedule of routine operations MUST be submitted within thirty (30) days of award of the contract and will form part of the resulting contract.

5.8 Cancellation

Any work day cancelled by the Mission will require re-scheduling and the parties agree to reschedule as soon as possible. The Mission shall provide the Contractor with forty-eight (48) hour notice for any rescheduled dates.

5.9 Tentative Dates Provided

- 5.9.1 Where noted in Appendix A: Statement of Work, the Contractor should provide tentative dates in the following format: "Deliverable to be accomplished during the week of Day, Month, Year." The Contractor must notify the Mission's Project Authority seven (7) days prior to a tentatively scheduled deliverable if the deliverable is not able to be performed.



6. DELIVERABLES

- 6.1 The Contractor must have incorporated into its practices, in addition to the gardening products it usually uses, the use of gardening products that are environmentally friendly. The Embassy of Canada privileged the use of green products certified/recognized in the United States or from an international organization. Bidders must provide a list of ALL products that will be used to perform the work, including the name of the manufacturer AND clearly identified the products that are certified/recognized in the States or from an international organization to be approved by the Project Authority prior to the start of the contract.

7. CONSTRAINTS

- 7.1 The Contractor must have an office in the greater Washington D.C. area.
- 7.2 The Contractor must comply with the following terms in performing the services described in this Statement of Work (collectively referred to as the "Work").
- 7.3 All chemicals used by the Contractor to perform the Work must have a Material Safety Data Sheet (MSDS). The Contractor must provide the MSDS sheet to the Mission's Project Authority for approval prior to bringing the chemicals onto a Property. The Mission strongly encourages the use of environmentally-friendly products.
- 7.4 All invoices submitted by the Contractor must have a separate line item for each Property.
- 7.5 The Contractor must wear harnesses where necessary on the exterior terrace of the Mission and such harnesses must be secured in the appropriate places. Failure to bring harnesses on scheduled dates will result in a default by the Contractor.

8. TRAVEL COSTS

Travel costs incurred while performing this assignment will not be reimbursed.

9. LANGUAGE OF WORK

The work will be performed in English.

10. LOCATION OF WORK

The work will be carried out at the following addresses:

- The Chancery
501 Pennsylvania Ave. NW
Washington, DC 20001
- Official Residence (OR)
2825 Rock Creek Drive NW
Washington, DC 20008



ANNEX B - BASIS OF PAYMENT

1. Regular 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 lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Period	Firm Monthly Rate (USD) Taxes Excluded
Initial period (Year 1)	
Initial period (Year 2)	
Option 1 (Year 3)	
Option 2 (Year 4)	
Option 3 (Year 5)	

2. As and When Required Services

Period	Firm Hourly Rate per resource (USD) Taxes Excluded
Initial period (Year 1)	
Initial period (Year 2)	
Option 1 (Year 3)	
Option 2 (Year 4)	
Option 3 (Year 5)	



Attachment 1 to Annex B – Service Authorization Form

Service Authorization Form					
Contractor's Name and Address: (To be inserted at contract award)		Contract Number:		(To be inserted at a contract award)	
		Service Authorization (SA) No.			
1. Required service: (To be completed by the Project Authority)					
a. Service description and expected outcomes					
b. Desired timelines					
Service to be started by:	MM/DD/YY		Service to be completed by:	MM/DD/YY	
	24:00			24:00	
2. Contractor's financial proposal: (To be completed by the contractor)					
a. Firm Hourly Rate					
As per the terms and conditions identified in Annex B – Basis of Payment under section 2 – As and When Required Services , for the work performed in accordance with this Service Authorization Form.					
Type of Resource	Firm Hourly Rate	Quantity of Hours Required	Total Cost (USD)		
Gardening and Landscaping staff	As per Annex B				
Section a – Total Cost (Taxes extra)					
b. Specialized Machinery and/or Materials and Supplies (if required and if applicable)					



As per the terms and conditions identified in **Annex B – Basis of Payment** under section **2 – As and When Required Services**, for the work performed in accordance with this Service Authorization Form.

Specialized Machinery and/or Materials and Supplies	Cost per (Taxes excluded)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase	Total Cost (USD)
Section b – Total Cost (Taxes excluded)					
Section a Total Cost + Section b Total Cost					
Taxes (If applicable)					
c. Contractor's financial proposal Grand Total					
Grand Total (Section a Total + Section b Total + Taxes)					
3. Contractor's Signature					
Name and title of individual authorized - to sign for the Contractor					
Signature					
Date (MM/DD/YY)					
4. Project Authority's Approval					
*(To be signed only when all of the above sections have been completed)					
Name of the Project Authority					
Signature					
Date (MM/DD/YY)					



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

Form with multiple sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. a) Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. Indicate the type of access required, 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas..., 6. c) Is this a commercial courier or delivery requirement with no overnight storage?, 7. a) Indicate the type of information that the supplier will be required to access, 7. b) Release restrictions / Restrictions relatives à la diffusion, 7. c) Level of information / Niveau d'information



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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui



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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).