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Request for Proposal (RFP)

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

Title Landscaping and Grounds Maintenance Services at the High Commission of Canada in Australia, in Canberra	
Solicitation no. 23-240552	Date February 7, 2024
Proposal Delivery In order for the proposal to be valid, it must be received no later than 2:00 pm, EST. (Ottawa, Ontario time) on March 8, 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 #: 23-240552	
Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier:	
_____	_____
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B) and 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 as described in the Statement of Work (Annex A) for the High Commission of Canada in Canberra, Australia.
- 1.2.2 The Work is to be performed from the contract award date tentatively set for April 1st, 2024, for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 The requirement may be subject to the provisions of the:
 - Canadian Free Trade Agreement (CFTA)
 - Canada - Chile Free Trade Agreement
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - Canada - Columbia Free Trade Agreement
 - Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
 - Canada - Honduras Free Trade Agreement
 - Canada - Korea Free Trade Agreement
 - Canada - Panama Free Trade Agreement
 - Canada - Peru Free Trade Agreement
 - Canada - UK Trade Continuity Agreement (Canada-UK TCA)
 - Canada - Ukraine Free Trade Agreement
 - World Trade Organization - Agreement on Government Procurement (WTO-AGP)



1.3 CONTRACT DOCUMENT

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

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

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

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

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

2.2 REFERENCE CLAUSES

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

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

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

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

2.3 STANDARD INSTRUCTIONS

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

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

2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety.

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

Delete: sixty (60)

Insert: one hundred and eighty (180)

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

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

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



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

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

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

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

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

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

2.4 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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



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

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

2.4.3 Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2023-06-08) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.4 It is the Bidder's responsibility to:

- a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
- b) prepare its bid in accordance with the instructions contained in the RFP;
- c) submit by closing date and time a complete bid;
- d) send its bid only to the address specified on page 1 of the RFP;
- e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
- f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.5 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.6 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.7 A bid cannot be assigned or transferred in whole or in part.

2.5 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at the High Commission of Canada in Australia, in Canberra at the Chancery located at 150 Commonwealth Avenue, Yarralumla and then at the Official Residence located at 32 Mugga Way, Red Hill on **February 16, 2024, at 11:00 am**.

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



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

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

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

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 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 Australian dollars (AUD) on the attached form Financial Bid Form. The Firm Price must include, but not necessarily be limited to, all costs



resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

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

3.5 FIRM HOURLY RATES

3.5.1 Bidders must quote Hourly Rates in Australian dollars (AUD) on the attached form 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.

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

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



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



	<p>If the answer to any of the FPS questions is “yes”, the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder’s status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.</p>	
C5	<p>USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.</p>	<p>Does the Bidder intent to use one or more subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C6	<p>JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.</p>	<p>Is the Bidder a Joint Venture? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C7	<p>VALID LICENSE The Bidder certifies that it will maintain a valid (non-expired) license to operate as a Landscaping and Grounds Maintenance Services provider in Australia 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 Period 1, 2, and 3 below to perform all the Work in relation to the contract extension.

TABLE 1

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



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 **5.4.1 – Provided by the Contractor** sub-section **5.4.1.1 – Equipment and tools**, 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 Option1, 2 and 3 below to perform all the Work in relation to the contract extension.

TABLE 2

	A	B	C
PERIOD	Firm Hourly Rate per resource (AUD) Taxes Excluded	Estimated Number of Hours	Subtotal (AUD) Taxes Excluded (A) X (B)
Initial – Year 1		60	
Initial – Year 2		60	
Option Period 1 – Year 3		60	
Option Period 2 – Year 4		60	
Option Period 3 – Year 5		60	
Evaluated Price (AUD):			

*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 **5.4.1 – Provided by the Contractor** sub-section **5.4.1.1 – Equipment and Tools** 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 item listed on this form is not in excess of the lowest price charged to anyone else, including the Contractor’s most favored 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.

3. PRICING SUMMARY

PERIOD	Subtotal (AUD) Taxes Excluded (Evaluated Prices of Table 1 + Table 2)	
Initial – Year 1		
Initial – Year 2		
Option Period 1 – Year 3		
Option Period 2 – Year 4		
Option Period 3 – Year 5		
Subtotal		
Taxes (if applicable)	%	Amount
TOTAL:		



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

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

4.3 BASIS OF SELECTION – Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all mandatory technical evaluation criteria; and
 - c) obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 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. 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			
<u>Office Location</u>			
The Bidder must demonstrate that the company has an office located within 100 kilometers of Canberra, using the Parliament House as a point of reference.			
COMPLIANCE	Yes	No	Page #
Has the Bidder provided the company's address located within 100 kilometers of Canberra?			

CRITERIA M2		
<u>Corporate Experience</u>		
The Bidder must have acquired minimum of thirty-six (36) months experience in providing gardening/landscaping/grounds maintenance services in Australia of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 3,000 square meters, including at least one outdoor grounds/gardens with representational spaces and managed a team of at least 3 members.		
The experience must have been acquired within the last eight (8) years prior to the bid closing date.		
The Bidder must demonstrate its experience by providing the following information for each project:		
<ul style="list-style-type: none"> a) Name of the client organization; b) location of the work (Country); c) Duration of services - Start date and end date of the work; d) A brief description of the work; e) Size and type of grounds; f) Number of team members managed.; and g) 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 at least 36 months as a landscaping and grounds maintenance service provider in Australia for grounds at least of 3,000 square meters, including at least one outdoor grounds/gardens with representational spaces and managed a team of at least 3 members, within the last eight (8) years prior to the bid closing date?		



Using the following table, the Bidder should provide the information for each experience. One experience per table , should more than one table be required, it can be duplicated.			
EXPERIENCE #1			
Name of the client organization			
Location (Country)			
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (State if still in progress)	Duration in months
Brief description of the work			
Size and type of grounds			
Number of team members managed			
Name and contact information of the reference	Name	Phone number or Email	



2. POINT RATED TECHNICAL CRITERIA

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

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Proponent receives 0% of the available points for this element.
40%	The response includes some information but is also missing a substantial amount of information. Some elements poorly described. Proponent receives 40% of the available points for this element.
60%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Proponent receives 60% of the available points for this element.
80%	The response includes a substantive amount of the information required to be complete and contains several value-added elements. Proponent receives 80% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Proponent receives 100% of the available points for this element.

CRITERIA	MAXIMUM POINTS
Proposed work plan	
The Bidder should demonstrate his understanding of the scope of work by elaborating on its proposed work plan, <i>which may include but not limited</i> , to the following:	
a) A detailed work plan on how the work will be provided with quality and in a timely manner	/10
b) Respective role and detailed responsibilities (assigned tasks) of every team member's	/10
c) Quality control program	/10
d) Resource Management practices	/10
e) Health and Safety Program that demonstrates compliance with all work regulations and measures	/10
f) List of potential constraints that may hinder the Bidders capacity to achieve the expected result and their preventive measures.	/10



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

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



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

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

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

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

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

5.3.2 Project Authority

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

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

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

5.3.3 Communication and Notices

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



5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

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

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

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

5.5 GENERAL CONDITIONS

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



5.6 ENTIRE AGREEMENT

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

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

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

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

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

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

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

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

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



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

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

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

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year option period(s) 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 Canberra, Australia.



5.15.11 Inspection and Acceptance

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

5.15.12 Security Requirements

There is no security requirement applicable to this Contract.

5.15.13 Green Procurement

5.15.13.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.15.13.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

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

5.17 HEALTH AND SAFETY

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



5.18 PAYMENT TERMS

5.18.1 Basis of Payment

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

5.18.2 Limitation of Price

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

5.18.3 Method of Payment – Monthly Payments

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

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

5.18.4 Audit

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

5.18.5 Invoicing Instructions

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

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

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

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within



15 Days will only result in the date specified in subsection 16 of [2035](#) (2022-12-01) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

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

5.18.8 Remittance to appropriate tax authority

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

5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

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

5.19.2 Infraction

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

5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

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

5.21 GOVERNANCE AND ETHICS

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

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



5.21.2 Incapacity to Contract with the Government

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

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

5.21.3 Anti-Terrorism

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



5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

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

5.22.2 Procurement Ombudsman

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



ANNEX A - STATEMENT OF WORK

Landscaping and Grounds Maintenance Services at the High Commission of Canada in Australia, in
Canberra

1. INTRODUCTION

The High Commission of Canada in Canberra, Australia requires professional landscaping services for the High Commission grounds and the High Commissioner's residence.

2. BACKGROUND

The High Commission of Canada is soliciting proposals for professional landscaping services for the following locations:

Chancery

The High Commission office building (also referred herein as the "Chancery") is located on Commonwealth Avenue and this property covers around 10,700 square metres, of which: approximately 7000 m² are flowerbeds, lawns, etc., 750 m² are the Chancery and other buildings, and 2950 m² are driveways and paths, parking spaces.

Official Residence

The High Commission official residence is located at 32 Mugga Way, Red Hill and this property covers a surface area of around 3500 m². The area is divided as follows: 800 m² buildings (villa and other buildings), 1200 m² lawns and flowerbeds, and approx. 1500 m² driveways and paved areas.

3. OBJECTIVE

To provide professional Landscaping and Grounds Maintenance Services without interruption at the Chancery and the Official Residence. The work must be carried out, as per industry standards and best practices, thus maintaining the appearance and health of the grounds and the representational image of Canada in Australia. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

4. SCOPE

The Contractor will be required to provide a range of daily Landscaping and Grounds Maintenance Services at the Chancery, Official Residence and one staff quarter accommodation located in Canberra, Australia, as detailed herein including all personnel, materials, supplies, labour, supervision, tools, equipment, and other items related to the services as described in this document, and is exempt only from those items that are specifically noted.

5. TASK/REQUIREMENTS

5.1 REGULAR SERVICES

The Contractor must perform all the following tasks:

The Contractor must deliver Landscaping and Grounds Maintenance Services at the Chancery and the Official Residence ensuring that at all times the gardens are well maintained with an even cut



appearance, squared off lawns, weed-free cultivated flowerbeds and cleaning of all open spaces. The Contractor must ensure that its qualified resources are on site at all time during working hours as per section 5.5 - Work Schedule of this Statement of Work (SOW) while accomplishing the Landscaping and Grounds Maintenance Services tasks on the exterior grounds

5.1.1 OFFICIAL RESIDENCE 32 Mugga Way Red Hill

The Contractor must perform the following:

- a) Weekly cleaning to identify and immediately address health and safety hazards (e.g. slippery leaves on pathways) and unsightly messes (e.g. large fallen branches).
- b) Weekly cleaning all the grounds, including raking lawns, raking or sweeping planted areas and roadways, removing dead or dying vegetation, cleaning all grills of surface water drainage system along the perimeter of the veranda, disposing of general debris/garbage, both within the gardens and immediately outside (e.g. remove fallen needles, cones and debris away from the runners of the main entrance gate).
- c) Weeding the beds and the paved areas, checking them twice a month from April to September and weekly from October to March for new infestation.
- d) Mowing the lawns weekly during the growth periods (October – April) and twice a month in the dormant months, to include all other lawn maintenance activities designed to keep the lawns in representational condition. Hand trimming of the lawns around the base of the sculpture in the front garden.
- e) Trimming and pruning of all hedges regularly and as required, without overgrowth.
- f) Checking, cleaning and pruning all flowers, shrubs and borders, to include cleaning and digging the beds in which they grow to be performed or supervised by the head gardener.
- g) Monthly clearing of moss and weed buildup from the back brick patio area and walkways during the growth periods (October – April) and as required during the rest of the year.
- h) Watering all flower boxes and containers not serviced by sprinkler systems, weekly or as required.
- i) Checking all sprinkler systems monthly and when in use from October to March to include routine replacement of defective components, sprinkler heads, controller parts and electro-valves.
- j) Preparing a detailed technical report of activity, state of in-ground sprinklers and related systems, and recommended action beyond the scope of the contract once a year. The report must be prepared or submitted by the head gardener.
- k) Pruning bushes and trees less than five (5) metres in height regularly and as required.
- l) Treating the grounds with fertilizer and pesticides in order to protect and encourage trees and plants, and if need be, taking the necessary steps to remove trees and branches that have become dangerous.
- m) Removing all the waste created in connection with the above activities on a weekly basis. Garden waste must be disposed of in an ecologically friendly manner (e.g., used for layering in the compost bins located in the back garden area).
- n) In agreement with the residents, tending regularly the area (approximately 100 m²) set aside as a kitchen/flower garden for official use, to include changing the strains to be cultivated depending on the seasons and the requirements of the residents. To be performed or supervised by the head gardener.
- o) General renovation of one quarter of the lawns each year by coring and fertilising
- p) Supply and spreading of approximately 10 cubic metres of forest mulch every year to all flower gardens.

5.1.2 CHANCERY - Commonwealth Ave Yarralumla

The Contractor must perform the following:

- a) Weekly patrol cleaning to identify and immediately address health and safety hazards (e.g. slippery leaves on pathways) and unsightly messes (e.g. large fallen branches).



- b) Weekly cleaning all the grounds, including raking lawns, raking or sweeping planted areas and roadways, removing dead or dying vegetation, and disposing of general debris/garbage, both within the gardens and immediately outside (e.g. near the entrance gates).
- c) Weeding the beds and the paved paths, checking them twice a month from April to September and weekly from October to March for new infestation.
- d) Mowing the lawns weekly during the growth periods (October – April) and twice a month in the dormant months, to include all other lawn maintenance activities designed to keep the lawns in representational condition.
- e) Trimming and pruning of all hedges regularly and as required, without overgrowth.
- f) Checking, cleaning and pruning all flowers, shrubs and borders, to include cleaning and digging the beds in which they grow, to be performed or supervised by the head gardener.
- g) Monthly clearing of moss and weed buildup from the patio area and walkways during the growth periods (October – April) and as required during the rest of the year.
- h) Checking all sprinkler systems monthly and when in use from October to March to include routine replacement of defective components, sprinkler heads, controller parts and electro-valves.
- i) Preparing a detailed technical report of activity, state of in ground sprinklers and related systems, and recommended action beyond the scope of the contract once a year by the head gardener.
- j) Pruning bushes and trees less than five (5) metres in height regularly and as required.
- k) Pruning of twenty (20) rose bushes every year as well as treatment for insect or fungal problems as required by the head gardener.
- l) Pruning of two (2) large Oleanders at the front entrance twice annually.
- m) Treating the grounds with fertilizer and pesticides in order to protect and encourage trees and plants, and if need be taking the necessary steps to remove trees and branches that have become dangerous.
- n) Removing all the waste created in connection with the above activities on a weekly basis. Garden waste must be disposed of in an ecologically-friendly manner.
- o) Seasonal removal of all fallen leaves from the property.
- p) Pruning dead branches from eleven (11) mature elm trees and 4 maple trees of significant nature every two (2) years.
- q) Supply and spreading of 10 cubic metres of pine bark where necessary every year.

5.1.3 Special Operations

FOR THE OFFICIAL RESIDENCE

The Contractor will provide an annual work plan for all special operations to be carried out as part of the regular maintenance work. The work plan is due within six (6) months from the contract award date. The work plan must be reviewed and approved by the Project Authority prior to implementation.

FOR THE CHANCERY

The Contractor will provide an annual plan for all special operations to be carried out as part of the regular maintenance contract. The plan must be reviewed and approved by the Project Authority prior to implementation.

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.



These services could include, but are not limited to, general grounds maintenance services of unforeseen nature, plants, flowers or tree removal and/or replacements or any other landscaping or grounds maintenance modifications requirements to its Chancery, OR and at its various staff quarters.

A request to perform a service will be sent to the Contractor. If the Contractor confirms in writing that it 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 it 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 it 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 will 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 QUALITY STANDARDS

The Contractor must take the utmost care for the safety of all outdoor and indoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance.

However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority.

Any anomalies which cannot be corrected immediately must be reported in writing as soon as possible to the Project Authority.

The Contractor must abide by the rules and regulation which Canada may from time to time make or adopt for the care, protection and administration of the premises.

The Contractor must, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the gardening work and may be required to provide samples of materials from the stock for testing purposes. Only products and equipment approved by Australian or Canadian standards will be used. The Chancery will not provide any equipment, materials and supplies to the Contractor.

The Contractor must ensure that all equipment used to perform the work is in a state of good repair. The Project Authority reserves the right to deem the equipment to be unsafe, not suitable or defective taken



out of service. The Contractor is responsible to supply replacement equipment. All equipment shall be of a commercial type and energy-efficient.

The Contractor must store and handle all chemicals and gardening products in a safe and responsible manner according to the manufacturer's recommendations for safe use and storage. The Contractor is required to supply Material Safety Data Sheets for all products used in the carrying out of the afore mentioned services.

The Chancery will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought or left in the Chancery and/or Embassy Grounds.

Any gardening or grounds problems which cannot be corrected immediately must be reported as soon as possible to the Project Authority.

5.4 EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES

5.4.1 Provided by the Contractor

5.4.1.1 Equipment and tools

The Contractor must supply, operate and maintain all tools and equipment necessary for the completion of the landscaping and ground maintenance services outlined in this Statement of Work.

Such equipment/tools can include but NOT limited to:

- mechanized commercial lawn mowers, trimmers;
 - manual lawn mower;
 - leaf blowers;
 - wheel barrow;
 - telescopic pruning shears;
 - ladders;
 - power washer and attachments;
 - approved pesticide pump and sprayer;
 - spades, forks, hand trowels, secateurs, rakes, etc.
- a) All equipment and tools necessary to fulfill the services listed in section **5.1 – Regular Services** of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as identified in **Annex B – Basis of Payment** under the section **1 – Regular Services**.
 - b) The equipment must ensure low level (permissible) noise.
 - c) The Contractor must use gardening equipment that is of commercial type which must always be kept safe, in good working order and is replaced as necessary (e.g. when broken, damaged, unsafe or too old). Periodical testing of on-site equipment must be performed periodically in accordance with any Health & Safety requirement under Australian Law. All equipment's older than 3 years will need to be inspected by the Project Authority. Any equipment judge unsafe or not in good working order will have to be refurbished or replaced. The Contractor must be responsible for supplying suitable replacement equipment when asked.
 - d) Extra high demand items such as weed eaters and brush cutters must be carried to ensure that the daily tasks can be completed without loss of time.



- e) The Contractor must ensure that his equipment is fitted with suitable safety devices at all times and that the persons operating such equipment are adequately trained and competent to do so.

5.4.1.2 Supplies and materials

- a) All materials and supplies necessary to fulfill the services listed in section **5.1 – Regular Services** of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as identified in **Annex B – Basis of Payment** under the section **1 – Regular Services**.

5.4.2 Provided by Canada

5.4.2.1 Equipment and tools

Canada will not provide any equipment to the Contractor.

5.4.2.2 Materials and Supplies

- a) Canada will not provide any materials and supplies to the Contractor.
- b) For seasonal flowers and plants at the Chancery, a Service Authorization will be provided by the Project Authority to the Contractor. Only when approval from the project authority will be received that the Contractor will purchase and install the flowers and plants. Thereafter, it will be the contractor's responsibility to maintain it.

5.4.2.3 Facilities and services

- a) The Chancery will provide office/workshop facilities equipped with desk, telephone, tool cabinets and work benches. The Contractor will be allowed access to the workshop during regular working hours only.
- b) A storage area will be provided to the Contractor. This room is not to be used as a lunch room by the Contractor's staff or resources.
- c) The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. This document will have to be provided to the Project Authority as/when required/requested.
- d) Canada will not be responsible for damage to the Contractor's equipment, materials, supplies, uniforms and tools, or to the Contractor's employee's personal belongings brought or left on the Chancery grounds.
- e) The water supplies for the landscaping and grounds maintenance services will be provided to the contractor.

5.5 WORK SCHEDULE

5.5.1 Regular hours

Regular working hours are Monday to Friday, 08:00 to 17:00.

The Contractor must be flexible in the work days and should there be a need to change the day(s) that the work is to be carried out due to hospitality or other operational requirements, the Project Authority must give the Contractor a minimum of 24 hours' notice of a change of date. Any other requirements for access to the site outside of these hours must be approved in advance by the Project Authority.



5.5.2 Statutory holidays

The Project Authority will submit to the Contractor Canada's statutory holiday schedule and requirements for those days at least two (2) weeks prior to the end of the calendar year. The Project Authority may exceptionally ask the Contractor to change the date of the visit to accommodate a last-minute contingency.

5.6 CONTRACTOR'S PERSONNEL

The Contractor must provide 2 suitably skilled/trained gardening staff. The most senior of which (herein referred to as the 'Head gardener') must be designated to work at the Official Residence.

All contracted staff assigned to the Chancery under the Contract must be properly trained and able to perform the work required. All grounds keeping staff must adhere to the strictest requirements in terms of discretion and integrity as well as being medically fit to carry out their work.

The Contractor must not change any staff without prior approval of the Project Authority.

The Contractor will provide one (1) Supervisor who will be responsible for the performance of work and have the authority to represent and act on behalf of the Contractor. The Supervisor will act as the point of contact with the Project Authority on all matters related to the requirement and the work undertaken. The name of Supervisor and an alternate or alternates, who will act for the Contractor when the Supervisor is absent, must be designated in writing to the Project Authority no less than 72 hours of an intended absence, such as vacation, long term sick leave, etc. The point of contact must have the ability to communicate verbally and understand written instructions in English.

In case of absenteeism, a replacement must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, any expenditure incurred by Canada for operations must be recovered from the Contractor or adjusted against amount due and payable to the Contractor.

The Project Authority reserves the right to deny access and or request replacement to any contracted staff on the basis of security and or for any reasons.

5.7 BEHAVIOR

The Contractor must ensure that grounds keeping staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image, either in terms of politeness or knowledge.

The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case any misconduct which may or may not involve financial loss or burden to the Mission's occupant, the Contractor alone must take suitable action against such defaulting resources in consultation with The Project Authority or delegate. The Contractor must remove or substitute any worker if the Project Authority so directs.

In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the Chancery, must take care and not inconvenience the business activities of Chancery personnel, clients and visitors.



5.8 HEALTH AND SAFETY

The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National/local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

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

The Contractor's resources for this work must be in good health and free from any infection or disease and a medical fitness report needs to be submitted upon contract award for the assigned employees and prior to any replacement during the contract.

The Contractor is responsible for medical check-ups, (blood work, x-ray, urine and stool analysis, etc.) as per Australian Laws for all of the workers prior to their starting work at the Chancery. The cost will be borne by the Contractor. Personnel who, once the required medical check-ups have been completed, are found to be medically unfit by the Minister of the Interior, must not be allowed to work under this contract. Declaring Contractor staff as medically unfit can also be decided by the Contractor. The Project Authority will provide feedback to the Contractor if anything unusual is observed.

All required personal protective equipment such as gloves, ear protectors, first aid kits, goggles, appropriate footwear, rain gear and protective uniform and any other health and safety requirements relevant to the tasks outlined herein.

The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.

5.9 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

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

The Contractor must ensure uniforms include:

- a) Shirts with collars;
- b) Trousers;
- c) Sweater or pullover;
- d) Closed shoes; and
- e) Cap

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

6. DELIVERABLES

6.1 QUALITY ASSURANCE AND INSPECTIONS

The Contractor must implement and present to the Project Authority within 2 weeks of contract award a quality control and quality assurance program including the provision of reports every 3 months thereafter outlining completed tasks and any anomalies noted during the accomplishment of the assigned task to



the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards and or expected results must result in the application of corrective measures by Canada.

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant anomalies will be reported immediately to the Contractor by the Project Authority.

6.2 SCHEDULE OF OPERATIONS AND A YEARLY WORK PLAN

Following the award of the Contract, the Contractor must immediately undertake to prepare a Schedule of Operations (i.e. a Work Plan). This schedule is to be prepared on a year-planner type basis and must include all required work.

The Contractor must also prepare a simple to use, yet detailed Work Schedules for use by the Contractor's resource. These schedules must list the High Commission's daily, weekly and monthly routine and periodic grounds maintenance services.

The Schedule of Operations and the detailed Work Plan are to be delivered to the Project Authority within two weeks from contract award; for review and approval, in order to proceed with the work.

6.3 HEALTH & SAFETY RISK ASSESSMENT

The Contractor must perform a Health & Safety Risk assessment of all working operations under this contract. An initial site meeting must be held with the successful Contractor to review his risk assessment and resultant safety plan within 2 weeks of contract award and then reviewed once a year as instructed by the Project Authority.

7. CONSTRAINTS

All keys entrusted to the Contractor must be fully protected at all times, not leave the work premises and returned every day, before site departure. In the event keys are lost while in his custody (signed out), the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the loss.

8. LANGUAGE OF WORK

The Supervisor and the gardening staff must communicate verbally and understand written instructions in English.

9. LOCATION OF WORK

The work will be carried out at the following address:

Chancery

The Chancery is located at 150 Commonwealth Avenue, Yarralumla.

Official Residence

The Official Residence is located at 32 Mugga Way, Red Hill.



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. Any Applicable Tax is extra.

During the extended period of the Contract, the Contractor will be paid the following firm monthly rates, as per lines Option1, 2 and 3 below to perform all the Work in relation to the contract extension.

TABLE 1

PERIOD	Firm Monthly Rate (AUD) Taxes Excluded
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	
Option Period 2 – Year 4	
Option Period 3 – Year 5	

2. AS AND WHEN REQUESTED SERVICES

Firm Hourly Rate

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

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option1, 2 and 3 below to perform all the Work in relation to the contract extension.

TABLE 2

PERIOD	Firm Hourly Rate per resource (AUD) Taxes Excluded
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	
Option Period 2 – Year 4	
Option Period 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 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	
	Start time (24 :00)			End time (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 Requested Services**, for the work performed in accordance with this Service Authorization Form.

Type of Resource	Firm Hourly Rate	Quantity of Hours Required	Total Cost (AUD)
Gardening Staff	As per Annex B		

Section 2.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 Requested Services**, for the work performed in accordance with this Service Authorization Form.

Specialized Machinery and/or Materials and Supplies	Cost per (Taxes extra)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase?	Total Cost (AUD)
Section 2.B. – Total Cost (Taxes extra)					
Section 2.A. Total Cost + Section 2.B. Total Cost (Taxes extra)					
Taxes (If applicable)					
C. Contractor’s financial proposal Grand Total					
Grand Total (Section 2.A. Total + Section 2.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)



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

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

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

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Security Classification / Classification de sécurité

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Y
Non O

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
Commentaires spéciaux : External grounds only

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Y
Non O

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Y
Non O

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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Security Classification / Classification de sécurité





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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			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? No Yes
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non 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? No Yes
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

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