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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 for the Embassy of Canada to Algeria, in Algiers	
Solicitation no. 24-241755	Date April 18, 2024
Proposal Delivery In order for the proposal to be valid, it must be received no later than 14:00 EDT (Ottawa, Ontario time) on May 17, 2024. This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: internationalproposals@international.gc.ca Solicitation #: 24-241755	
Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier:	
_____ Signature	_____ Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY 4

1.3 CONTRACT DOCUMENT 5

1.4 INTERPRETATION..... 5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 LANGUAGE OF BIDS 6

2.2 REFERENCE CLAUSES..... 6

2.3 STANDARD INSTRUCTIONS..... 6

2.4 SUBMISSION OF BIDS..... 7

2.5 BIDDER'S SITE VISIT - MANDATORY..... 8

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS 9

2.7 APPLICABLE LAWS 9

2.8 ENTIRE REQUIREMENT..... 9

2.9 DEBRIEFINGS..... 10

2.10 CHALLENGES..... 10

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

2.12 LEGAL CAPACITY..... 10

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

PART 3 - BID PREPARATION INSTRUCTIONS 11

3.1 BID PREPARATION INSTRUCTIONS..... 11

3.2 TECHNICAL BID INSTRUCTIONS..... 11

3.3 FINANCIAL BID INSTRUCTIONS 11

3.4 FIRM PRICE 11

3.5 FIRM HOURLY RATES..... 12

3.6 CERTIFICATIONS..... 12

ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 13

ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM..... 16

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 20

4.1 EVALUATION AND SELECTION 20

4.2 TECHNICAL EVALUATION..... 20

4.3 BASIS OF SELECTION..... 20

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 21

PART 5 - RESULTING CONTRACT CLAUSES..... 25

5.1 DEFINITIONS 25

5.2 PRIORITY OF DOCUMENTS..... 25

5.3 AUTHORITIES AND COMMUNICATION 26

5.4 STANDARD CLAUSES AND CONDITIONS..... 27

5.5 GENERAL CONDITIONS..... 27

5.6 ENTIRE AGREEMENT..... 28

5.7 APPLICABLE LAWS 28

5.8 NUMBER AND GENDER 28

5.9 POWERS OF CANADA / STATE IMMUNITY..... 28

5.10 TIME OF THE ESSENCE 28

5.11 EXCUSABLE DELAY 28

5.12 SEVERABILITY 29

5.13 SUCCESSORS AND ASSIGNS 29

5.14 SURVIVAL 29

5.15 PERFORMANCE OF THE WORK..... 29

5.16 CERTIFICATIONS 32

5.17 HEALTH AND SAFETY 32

5.18 PAYMENT TERMS 32

5.19 SUSPENSION AND INFRACTION..... 34

5.20 INSURANCE TERMS..... 34



5.21 GOVERNANCE AND ETHICS..... 34
5.22 DISPUTE RESOLUTION..... 35

ANNEX A - STATEMENT OF WORK 36
ANNEX B - BASIS OF PAYMENT 47
ATTACHMENT 1 TO ANNEX B - SERVICE AUTHORIZATION FORM (SA)..... 50
ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) 52



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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 Embassy of Canada to Algeria in Algiers, of 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).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for June 1, 2024, for a period of 2 years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 3 additional 1-year irrevocable option periods under the same terms and conditions.
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The requirement may be subject to the provisions of the:
 - 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 BIDDER'S SITE VISIT - MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at 18 Mustapha Khalef Street, Ben Aknoun on April 30, 2024 at 10:00 a.m. in Algiers, Algeria.

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

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



Bidders who do not attend or send a representative to the site visit will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the Bid solicitation resulting from the site visit will be included as an Addendum to this Bid solicitation. Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

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

Section III: to be labeled "Certifications":

3.6 CERTIFICATIONS

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



ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

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

Certification Number	Certification Text	Initial
C1.1	<p>INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES</p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.</p>	_____
C1.2	<p>INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION</p> <p>In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.</p>	_____
C2	<p>FORMER PUBLIC SERVANT</p> <p>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> <ol style="list-style-type: none"> an individual; an individual who has incorporated; a partnership made of former public servants; or a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. 	<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</p>



	<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>If the answer to any of the FPS questions is "yes", the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder's status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.</p>	<p>provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
<p>C3</p>	<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>
<p>C4</p>	<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>
<p>C5</p>	<p>VALID REGISTRATION The Bidder certifies that it will maintain a valid (not expired) trade register as a landscaping and grounds maintenance services provider in Algeria throughout the 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:	
Title:	
Phone Number:	
E-mail:	
Signature:	
Date: (yyyy-mm-dd)	



1. REGULAR SERVICES

All the resources, equipment, tools, materials, supplies and *if applicable*, fringe benefits, general and administrative expenses, overhead and profit to fulfill the services identified in section **5.1 - Regular Services of Annex A - Statement of Work**, must be included in the firm monthly rates below.

Firm Monthly Rates

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 the following firm monthly rates to perform all the Work in relation to the contract extension.

Period	Firm Monthly Rate (DZD) Taxes Excluded	Number of Months	Subtotal (DZD) Taxes Excluded
Initial (Year 1)		12	
Initial (Year 2)		12	
Option 1 (Year 3)		12	
Option 2 (Year 4)		12	
Option 3 (Year 5)		12	
Evaluated Price (DZD)			



2. AS AND WHEN REQUESTED SERVICES

All the resources, equipment, tools, materials, supplies and *if applicable*, fringe benefits, general and administrative expenses, overhead and profit to fulfill the services identified in section **5.2 - As and When Requested Services** of **Annex A - Statement of Work**, must be included in section A) Firm Hourly Rates below. The Service Authorization Form in **Attachment 1 to Annex B - Service Authorization (SA) Form** must be completed.

A) Firm Hourly Rates

The Contractor will be paid firm hourly 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 the following firm hourly rates to perform all the Work in relation to the contract extension.

Period	Resources	Firm Hourly Rate per resource (DZD) Taxes Excluded	*Estimated Number of Hours per Year	Subtotal (DZD) Taxes Excluded
Initial (Year 1)	Landscaper		204	
	Supervisor		48	
Initial (Year 2)	Landscaper		204	
	Supervisor		48	
Option 1 (Year 3)	Landscaper		204	
	Supervisor		48	
Option 2 (Year 4)	Landscaper		204	
	Supervisor		48	
Option 3 (Year 5)	Landscaper		204	
	Supervisor		48	
Evaluated Price (DZD)				

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



B) Specialized Machinery, Materials and Supplies Rates

Other than the services normally performed for the Work in section **5.1 - Regular Services** of **Annex A - Statement of Work**:

- Should a *specific* service request require the utilization of the **Contractor's owned specialized machinery**, the Contractor will be paid based on the *proposed* cost in **Attachment 1 to Annex B - Service Authorization Form (SA)**, in part **2.B**. The Contractor certifies that the cost proposed for each item listed on this form is not in excess of the lowest cost charged to anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services, or both.
- Should a *specific* service request require to proceed with a **third party rental and/or requires the provision of 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.

3. PRICING SUMMARY

Period	Subtotal SECTIONS 1. + 2. (DZD)	
Initial (Year 1)		
Initial (Year 2)		
Option 1 (Year 3)		
Option 2 (Year 4)		
Option 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 technical and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION

Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 points.
2. Bids not meeting a. or b. or c. will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 MANDATORY TECHNICAL CRITERIA

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

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

MANDATORY TECHNICAL CRITERIA				
M1	CRITERIA			
	Registration At the time of bid closing, the Bidder must be specialized in and registered for the provision of landscaping and grounds maintenance services in Algeria.			
	COMPLIANCE			
		Page # within the bid	Met	
			Yes	No
	The Bidder must provide a valid trade register that has the appropriate activity code for gardening and landscaping services.			
	The Bidder must provide their fiscal number (NIF).			
	The Bidder must provide their statistics ID number (NIS).			
	The Bidder must provide the Tax certificate (Notice of Assessment) of the last 3 months.			
	The Bidder must provide the company's certificate of existence.			
	The Bidder must provide their updated social security document (CNAS).			
M2	CRITERIA			
	Bidder's Office Location The Bidder must have a permanent office in Algiers.			
	COMPLIANCE			
		Page # within the bid	Met	
		Yes	No	
	The Bidder must provide the Company's civic address.			



CRITERIA							
M3	Bidder's Experience						
	<p>The Bidder must demonstrate a <u>minimum of 60 months of experience within the 10 years preceding the closing date of the Request for Proposals</u>. This experience must specifically involve the provision of landscaping and grounds maintenance services for projects comparable in size and scope to those outlined in Annex A - Statement of Work with a <u>minimum area of 1,858 square meters</u>.</p>						
	COMPLIANCE						
	<p>The Bidder must provide a description of a <u>minimum of 2 projects</u>, including:</p> <ul style="list-style-type: none"> a) Name of the client (organization/company); b) Duration of services; c) A description of the tasks/services provided; d) Area; e) The contact information of the client. 	Page # within the bid	Met				
			<table border="1"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>	Yes	No		
Yes	No						



PROJECT #1					
M3	Name of the client (organization/company)				
	Duration of services	Start Date (yyyy/mm)	End Date (yyyy/mm)	Duration in months	
		----/--	----/--	--	
	A description of the tasks/services provided				
	Aera in square meters (m ²)				
	Contact information <i>Canada may communicate with the contact in order to validate the information provided</i>	Name	Email		

PROJECT #2					
M3	Name of the client (organization/company)				
	Duration of services	Start Date (yyyy/mm)	End Date (yyyy/mm)	Duration in months	
		----/--	----/--	--	
	A description of the tasks/services provides				
	Aera in square meters (m ²)				
	Contact information <i>Canada may communicate with the contact in order to validate the information provided</i>	Name	Email		

* If more tables are needed, just copy the one above.



2.0 TECHNICAL CRITERIA POINT RATED

Proposals that meet all mandatory technical criteria will be evaluated and noted against the point rated technical criterion (R1) using the table below.

Bidders must obtain the required minimum of 60% of the *total* points (45/75) in order to be evaluated on the basis of their financial proposal.

Any proposal which fails to obtain the required minimum will be declared non-responsive.

100% (25 points)	80% (20 points)	60% (15 points)	40% (10 points)	0% (0 point)
Substantial details are provided, allowing for a complete and thorough understanding of the requirement.	The response includes a significant amount of information required to be completed and contains several value-added elements.	The response includes most of the information required to be completed, meeting the minimum established, and contains no significant weaknesses.	The response includes some information, but there is also a significant amount of information missing. Some elements are poorly described.	The response is deficient.

TECHNICAL CRITERIA POINT RATED				
	CRITERIA	RATING	SCORE	Reference (page #) /comments
R1	Proposed work plan The Bidder should demonstrate their understanding of the scope of work by providing the following:			
	a) A detailed work plan that describes how the work will be delivered in a quality and timely manner;	25 points		
	b) A detailed description of the roles and responsibilities (assigned tasks) of the resources;	25 points		
	c) A description of their health and safety regulations that demonstrates compliance with Algerian work regulations and measures.	25 points		

CRITERIA	SCORE
R1	/25
	/25
	/25
Passing Mark is 60% (45/75)	TOTAL SCORE
	/75



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

(a) Articles of Agreement;



- (b) General Conditions [2035](#) (2022-12-01);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Security Requirements Check List (Annex C);
- (f) Contractor's bid dated *yyyy-mm-dd*. (*Inserted at Contract award*)

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

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

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

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

5.3.2 Project Authority

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

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

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

5.3.3 Communication and Notices

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



5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

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

Name:
Title:
Company:
Address:
Telephone:
E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

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

5.5 GENERAL CONDITIONS

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



5.6 ENTIRE AGREEMENT

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

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

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

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

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

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

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

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

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the



Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

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

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 3 additional 1-year option period 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 Algeria.

5.15.11 Inspection and Acceptance

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

5.15.12 Security Requirements

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

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

5.15.13 Green Procurement

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



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

5.16 CERTIFICATIONS

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

5.17 HEALTH AND SAFETY

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

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

Canada will pay the Contractor in accordance with 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

TITLE

Landscaping and Grounds Maintenance Services for the Embassy of Canada to Algeria in Algiers

1. INTRODUCTION

The Embassy of Canada to Algeria in Algiers requires landscaping and grounds maintenance services.

2. BACKGROUND

The Embassy of Canada to Algiers is soliciting proposals for commercial landscaping and grounds maintenance services for the property described below.

The property is a complex of approximately 7 hectares and comprises the building of the main chancery, an annex, a garage, 7 large housing units for Canadian employees, 4 small housing units (chalets), a gym, a tennis court, a swimming pool, 2 smaller parking lots, a road network, a network of sidewalks, lampposts, various utility buildings and a larger parking lot.

3. OBJECTIVE

To provide landscaping and professional grounds maintenance services at the diplomatic complex in accordance with established rules to maintain the precinct with care and professionalism.

4. SCOPE

The Contractor must provide all equipment, tools, materials and supplies, including all resources and transportation required to perform the work as stated in accordance with the established rules, security standards and measures in force as indicated in the Statement of Work. The Contractor is only exempt from elements that are specifically noted.

5. TASKS/REQUIREMENTS

This section covers the detailed requirements in terms of grounds maintenance services. It is intended to provide guidelines for the work that is to be performed, and is not intended to be an exhaustive list of instructions.

5.1 REGULAR SERVICES

5.1.1 LAWN CARE

5.1.1.1 Mowing (Lawn must be maintained between 5 and 10 cm at all times)

- a) Includes mowing the lawn, borders and trimming.
- b) All waste and debris must be removed before mowing.



- c) No more than 1/3 of green leaf area must be removed in a mowing operation. The Project Authority determines the need to adjust the cutting height.
- d) Grass borders must be done at each cutting. This includes all edges of roads, sidewalks and paths. A trimmer or edger steel blade can be used for the edge. Edge waste must be removed from the area.
- e) The mowing equipment must be well maintained and the cutting blades sharpened monthly.
- f) Lawn mowers and other landscaping maintenance tools must not be used near stems or tree trunks and shrubs to avoid equipment damage.
- g) Lawn mowers must not leave the ruts. The Contractor is responsible for any damage caused to the plants, structures, vehicles and irrigation systems involved in the use of their equipment.
- h) The contractor must use grass-cycling techniques when mowing, an environmentally friendly practice where grass is shredded and left on the lawn. If the Contractor determines that the result of the cutting is too large, the Contractor must use bagging devices to eliminate excessive cuts.
- i) The Contractor must use leaf blowers to ensure that grass cuts are not left in plant beds, tree stands, streets and sidewalks.
- j) All turf areas around structures or trees will be cut at cutting height each time grass is cut. Mowing must precede trimming.

5.1.1.2 Fertilization (Twice per year)

- a) All fertilizers must be granular, free flowing and in their original packaging with clearly marked analyses.

5.1.1.3 Weed control and herbicide (Lawn must always be weed-free)

- a) Preventative herbicides must be used.
- b) In the spring, apply herbicides before germinating weed seeds.
- c) Parasites control: Treatment with herbicides and insecticides when symptoms are noticed.
- d) Use herbicides to control weeds.
- e) Several applications from spring to summer, as needed.
- f) Control of broadleaf weeds.

5.1.1.4 Clusters of leaves

- a) There must be no accumulation of leaves on turf areas.

5.1.1.5 Repairing and re-sodding of bare areas

- a) Regular aerating of the lawn with a pitchfork or aerator to promote drainage and stimulate root growth.
- b) Levelling irregular areas of grass.

5.1.2 PLANT CARE

5.1.2.1 Weed control

- a) All flower beds, tree stands, flowerpots and planting areas must always be weed-free. Weeds must be removed or treated with an herbicide approved by the Project Authority and all dead vegetation removed manually.
- b) Herbicides must be applied as needed:
 - Herbicides used for ornamental, shrub and perennial trees must be applied as directed on the label and before the weed seeds germinate. The application must not be carried out under windy conditions and must not be applied when the vegetation is wet.
 - The used herbicide must be approved by the Project Authority prior to application.



5.1.2.2 Pruning

- a) Hedges must be hand cut 3 times a year to maintain a neat appearance, improve access to visibility, and / or improve condition.
- b) The hedges must be all cut at the same height. The height of the hedge cannot be drastically altered without the approval of the Project Authority.
- c) Shrubs must be pruned to maintain a neat appearance, improve access to visibility, remove dead wood and / or improve condition.
- d) Vines, ivy, and ground cover must be hand cut regularly (at least twice a year) to maintain a neat and well-maintained appearance. They must be cut at the nodes with the hidden cup. The ground cover must be kept within the limits of the bed and must not develop on paved areas or on structures, unless otherwise specified by the Project Authority. Trimmers and shearing equipment must not be used to prune grapes, ivy, or ground cover.
- e) Spring blooming shrubs must be pruned immediately after flowering.
- f) Broadleaf trees and shrubs must be trimmed at the end of leaf growth.
- g) Trees must be trimmed to eliminate secondary branches, crisscrossing branches, and / or new growth, as needed, to improve access to visibility, eliminate hazardous conditions, and / or improve the appearance and the condition of the trees. Structural pruning (crossing branches, removing dominant branches, thinning) must be performed once a year on each tree as directed by the Project Authority. Dead wood or broken, damaged and / or dangerous branches must be removed immediately; this must be performed at any time of the year. Hardwood trees can be pruned at any time, except during periods between budding and growth, and during leaf fall.
- h) Perennials are cut to the ground to control the height. Perennial flowering plants will be pruned as needed during the growing season to maintain a neat appearance.
- i) All pruning must be performed in accordance with the tree's protection standards in Algeria. All cuts must be performed without cutting into the collar of the branch and without leaving a protruding branch. The cuts must be always performed. All branches that are too heavy to handle are pre-cut to prevent splitting. All debris must be properly disposed by the Contractor. The Contractor must inform the Project Authority, prior to the starting of any structural cutting, to obtain approval for the cutting type, reduction percentage, and maximum cut size.

5.1.2.3 Monitoring and reporting of dangerous conditions

- a) All hazardous conditions must be reported to the Project Authority:
 - Dangerous conditions are parts of a tree (branches, trunk, roots) which can be structurally compromised due to illness or injury and pose a risk to the property or the public if these parts fall.
 - Once approved by the Project Authority, all diseased, dying or dead trees, shrubs, perennials and ground cover must be removed using known arboreal practices. Tree removal involves grinding the entire tree, i.e. from the summit to the ground level. The Contractor must properly dispose all associated debris.

5.1.2.4 Installation and maintenance of seasonal flowers

- a) The Contractor must supply (locally grown or locally sourced) seasonal flowers (spring and fall).
- b) The Contractor must plant the flowers according to the plan established by the Project Authority.
- c) The flowers must be fertilized immediately after planting.
- d) The flowerbeds and potted plants are irrigated when necessary to keep the plants thriving.
- e) Flower beds must be weed free at all times.



5.1.2.5 Clusters of leaves

- a) There must be no accumulation of leaves near the plants and under the trees.

5.1.3 WATERING

- a) During the growing season, the Contractor must water all vegetation beds to provide 1 inch of water per week in the absence of rainfall.
- b) Any sprinkler heads that are not working properly must be reported to the Project Authority.
- c) The Contractor must maintain sufficient soil moisture levels around all plants to prevent dieback or death of these.
- d) When required, hand watering must continue throughout weekends and holidays.

5.1.4 DISINFESTATION

- 5.1.4.1 The Contractor must apply pesticides as required to prevent infestation. The Contractor must adhere to the right green industry standards when deciding on which pesticide to recommend and on when and how to apply it.

- 5.1.4.2 The Contractor must have full responsibility for the application of pesticides and must meet the following requirements when applying pesticides:

- a) The Contractor must inspect the insect egg masses, find the source, and remove it if necessary.
- b) The application of all pesticides must respect local laws.
- c) Pesticides must be applied according to the methods, rates and precautions described on the manufacturer's label.
- d) The Contractor must notify the Project Authority at least 3 days prior to the application of a pesticide to obtain the approval to proceed.
- e) Pesticide applications must be stopped immediately if it is determined that the application poses a risk to the safety of the public or property.

5.1.5 WEED CONTROL IN PAVED AREAS

- a) All paved areas, cracks and expansion joints must be always free from weeds or plant growth.
- b) The paved areas include the tennis court, the pool deck, all roads, sidewalks, and curbs.
- c) Weeds in a coating can be removed manually or treated with the approved herbicide and the dead vegetation removed.

5.1.6 MAINTENANCE OF COMMON AREAS

The common areas include the tennis court, pool terrace, and the terrace between chalet 3 and chalet 4.

- a) The Contractor must maintain common areas in a clean condition and they must be free of debris and other potentially hazardous situations at all times:
 - The Contractor must use a broom or a leaf blower to remove dirt and debris from paved surfaces.
- b) The Contractor must empty the ashes from the chimney between chalet 3 and chalet 4 on a monthly basis.



5.2 AS AND WHEN REQUESTED SERVICES

Other services not included in section **5.1 - Regular Services** may be required on an As and When Requested 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 not be limited to general grounds maintenance services of an unforeseen nature, minor property infrastructure repairs, plants, flowers, or tree removal and/or replacements or any other landscaping or grounds maintenance.

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 because of other commitments, the Embassy 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 because of other commitments and no request to perform As and when Requested 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 Requested Services.

Service Authorization process:

1. The Project Authority will provide the Contractor with a description of the service required using the Service Authorization form (SA) in **Attachment 1 to Annex B - Service Authorization Form**.
2. The Service Authorization form (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. This cost will be established in accordance with the terms and conditions identified in **Annex B - Basis of Payment** at section **2. A) As and When Requested 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

- a) The Contractor must take the utmost care of the safety of all outdoor plants, trees, shrubs, grass, etc. in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance.
- b) The Contractor will be responsible at its own expense for replacing any plants that wither and/or die because of the Contractor's negligence.
- c) Any defects which cannot be corrected immediately must be reported verbally or in writing to the Project Authority within one business day from the detection of the defect.



- d) In case of any failure caused by poor quality materials or products, deficient labour or poor functioning of the equipment during the performance hereof, the Contractor must carry out the appropriate repairs at its own expense and within the instructed time as indicated by the Project Authority.
- e) The Project Authority reserves the right to change rules and regulations for the care, protection and administration of the premises at all times during the contract.
- f) The Project Authority must have the right to inspect the procedures, methods, equipment and materials utilized by the Contractor in complying with the requirements under this requirement.

5.4 EQUIPMENT, TOOLS, MATERIAL AND SUPPLIES

5.4.1 PROVIDED BY THE CONTRACTOR

5.4.1.1 Equipment and tools

- a) The Contractor must supply, operate and maintain all equipment and tools required for the completion of the Regular Services and the As and When Requested Services outlined in this SOW to ensure the health, cleanliness, safety, and appearance of all areas on the grounds. The equipment provided must be of good quality and appropriate to the task and environment.

Such equipment and tools can include, but are **not** limited to:

- mechanized commercial lawn mowers, trimmers;
 - manual lawn mowers;
 - leaf blowers;
 - wheel barrows;
 - telescopic pruning shears;
 - ladders;
 - power washer and attachments;
 - approved pesticide pump and sprayer;
 - spades, forks, hand trowels, pruning shears, rakes; and
 - fuel for all equipment.
- b) The Contractor must provide equipment and tools which are of commercial use, energy efficient and with permissible noise level of maximum 70 db.
 - c) The Contractor is encouraged, when possible, to use electric equipment for all routine gardening to reduce noise.
 - d) The Contractor must ensure that all equipment and tools are provided with suitable safety devices, and that guards and/or protective covers are always in place.
 - e) The Contractor is responsible to ensure that the equipment is always kept safe and in good working order to allow for work to be completed safely and promptly.
 - f) The Contractor must ensure that resources are trained, competent and capable of using the equipment safely.



- g) 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 and taken out of service. The Contractor is responsible to supply replacement equipment.

5.4.1.2 Material and supplies

- a) All material and supplies that are necessary to fulfill the services of this SOW must be provided.
- The Contractor must, on request, provide a complete written statement of the origin, composition and/or manufacturer of any material supplied for the gardening work and may be required to provide samples of material from the stock for testing purposes. Products and equipment that are demonstrated to be ecologically-friendly will be used where possible. Adequate precautions must be taken to avoid damage to grassed areas and non-targeted plants. The Contractor must be responsible for and must repair any damage caused by its use of materials.
 - The Contractor must store and handle all chemicals and gardening products in a safe and responsible manner in accordance with 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 services.

5.4.2 PROVIDED BY MISSION

5.4.2.1 Facilities and Services

- a) Water and electricity for onsite activities.
- b) A storage area which can also be used as a lunchroom by the Contractor's resources.
- c) A depot for green waste collected onsite.
- The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner and in accordance with Health and Safety legislation in Algeria.
 - The Contractor must itemize and record all intended equipment, tools, materials and supplies which will be stored onsite and provide this document to the Project Authority as needed or requested.
 - The Embassy will not be responsible for damage to the Contractor's supplies, materials, or equipment, or to the Contractor's resources' personal belongings brought or left onsite at the complex.

5.4.2.2 Equipment

- a) The Contractor and its resources are allowed to use the **electric mower** that is located at the Chancery. In this case, the Contractor must be liable for all costs related to the use and maintenance/repairs of the mower. In addition, the Contractor must be liable for all risks associated with its resources that are operating the mower. The Contractor is responsible to ensure that its resources are trained, competent and capable of using it safely.



- The Contractor must ensure that the mower is in good working order and used in accordance with Health and Safety legislation and any relevant regulations/codes or prescriptions in Algeria.
 - A decision by the Project Authority to limit or cancel the use of the mower by the Contractor must not change the provision of services in this Statement of Work.
- b) The Project Authority will **not** lend or otherwise provide additional equipment to the Contractor other than what is included in this SOW.

5.5 WORK SCHEDULE

Unless specified otherwise, the grounds maintenance operations must be provided between the following days and times:

a) Regular Hours:

- Sunday to Wednesday from 07:30 to 16:00 (with 30-minute meal break)
- Thursday from 07:30 to 13:00

In an effort to prevent excessive noise, machinery will only be used after 09:00 am.

Any other requirements for accessing the site outside these hours will require prior approval by the Project Authority.

b) Statutory holidays:

The Project Authority will provide the Contractor with the Embassy holiday schedule along with requirements for those days at least 2 weeks prior to the end of the calendar year.

5.6 CONTRACTOR'S PERSONNEL

- a) **The Contractor will define the appropriate quantity of resources required** to ensure adequate and timely completion of these services. All resources must have the required experience, skills and competencies to perform landscaping and grounds maintenance work.
- **Although more resources may be required, a minimum of 4 landscapers and 1 supervisor must be physically on site at the mission during the hours indicated in section 5.5 - Work Schedule.**
- b) The supervisor will be responsible for the performance of work and have the authority to represent and act on behalf of the Contractor. He will also act as the point of contact with the Project Authority on all matters related to the requirement and the work undertaken. The name of the supervisor 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 (vacation, long term leave, etc.).
- c) The Contractor must maintain a pool of sufficient replacement resources to ensure continuity of services. The Contractor must ensure that arrangements are made for the replacement of resource as soon as it is known that a resource is unable to report to work or has to leave unexpectedly. The



Contractor must notify the Project Authority as soon as possible if there will be any disruptions to service. Replacement resources must meet the same requirements as regular personnel and be readily available to deploy.

5.7 BEHAVIOR

- a) The Contractor must ensure that its resources maintain a positive image. The Contractor alone will be responsible for the conduct, behaviour, 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 of any misconduct which may or may not involve financial loss or burden to the Project Authority or its occupants, the Contractor alone must take suitable action against such defaulting resources in consultation with the Project Authority.
- b) The Contractor will be held financially responsible for loss of Embassy property due to the contracted resource's negligence. If the Project Authority observes deficient performance, the Contractor will receive written notice within 24 hours of the observed breach.
- c) The Contractor must remove or substitute any resource if the Project Authority so directs.

5.8 HEALTH AND SAFETY

- a) The Contractor must ensure compliance with all health and safety regulations and measures concerning personnel and fire protection recommended by national codes or prescribed by the appropriate authorities for equipment, habits and work procedures.
- b) Medical Fitness for Duty: The Contractor must ensure that all resources designated to provide services under this requirement are medically capable of safely performing the tasks that are likely to be assigned as part of their duties.
- c) Physical Fitness for Duty: The Contractor must ensure that all resources designated to provide services under this requirement can face physical challenges that are required as part of their duties.
- d) The Contractor must ensure that all equipment used to perform the work is in good condition, including periodic testing of equipment on site, in accordance with any requirements arising from Health and Safety Legislation in Algeria.
- e) The Contractor must provide training to all resources performing work under this requirement as per the requisites of Health and Safety legislation in Algeria.
- f) The Contractor must ensure that at least one of the assigned resources maintains valid first aid certification and that first aid kits are always available onsite.

5.9 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The Contractor must provide all resources with uniforms that clearly identify them as employees (e.g., that have logos) and with personal protective equipment in accordance with Algerian health and safety laws and



protocols. Such uniforms must be selected in a manner that ensures a consistently excellent representational image for the Government of Canada and must be approved by the Project Authority.

Such uniforms and protective equipment can include, but are **not** limited to:

- Helmets
- Gloves
- Eye protection
- Ear cuffs
- High-visibility clothing
- Safety footwear
- Safety harnesses
- Respiratory protective equipment (RPE)
- First aid kits

6. DELIVERABLES

Within two weeks of the award of the contract

- a) The Contractor and the Project Authority must conduct a survey and create a report that includes the actual conditions of all trees, shrubs, grassed area, infrastructure, etc. This document, when approved by the Project Authority, will constitute the starting point of the required maintenance of those listed items. The Contractor must prepare a detailed technical report of activities, the state of the grounds and related systems, and any recommended action that is beyond the scope once a year. The Contractor must create, update, and maintain a garden map with an indication of all planted trees above two meters of height on an annual basis.
- b) The Contractor must prepare a schedule of operations. This schedule must be prepared on a year-planner basis, cover the initial two-year period, and include all required work (e.g., regular maintenance work, maintenance of the trees, etc.) and any additional tasks mentioned in this Statement of Work. The schedule of operations must be delivered to the Project Authority for review and approval. An additional schedule of operations will be required on a year-planner basis if the option years are exercised.
- c) The Contractor must prepare detailed work schedules for use by the ground's maintenance resources listing the Residence's daily, weekly, and monthly routine and periodic grounds maintenance services. The Contractor must submit detailed work schedules to the Project Authority for approval.

7. CONSTRAINTS

- a) All keys entrusted to the Contractor must always be fully protected, not leave the work premises and be returned every day before site departure. In the event that keys are lost while in their custody, the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the loss.



- b) There is a need for the Contractor's resources to have reliability status. The Contractor will have to take this aspect and any delays into consideration when assigning new replacement resources to do work.

8. LANGUAGE OF WORK

The supervisor must be able to communicate verbally and understand instructions in French.

The landscapers must be able to understand basic instructions in French.

9. LOCATION OF WORK

The work will be performed at the Embassy of Canada to Algeria, which is located at 18 Mustapha Khalef Street, Ben Aknoun in Algiers.



ANNEX B - BASIS OF PAYMENT

1. REGULAR SERVICES

All the resources, equipment, tools, materials, supplies and *if applicable*, fringe benefits, general and administrative expenses, overhead and profit to fulfill the services identified in section **5.1 - Regular Services of Annex A - Statement of Work**, must be included in the firm monthly rates below.

Firm Monthly Rates

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 the following firm monthly rates to perform all the Work in relation to the contract extension.

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



2. AS AND WHEN REQUESTED SERVICES

All the resources, equipment, tools, materials, supplies and *if applicable*, fringe benefits, general and administrative expenses, overhead and profit to fulfill the services identified in section **5.2 - As and When Requested Services** of **Annex A - Statement of Work**, must be included in the firm hourly rates in **A)** below. The Service Authorization Form in **Attachment 1 to Annex B - Service Authorization (SA) Form** must be completed.

A) Firm Hourly Rates

The Contractor will be paid firm hourly 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 the following firm hourly rates to perform all the Work in relation to the contract extension.

Period	Resources	Firm Hourly Rate per resource (DZD) Taxes Excluded
Initial (Year 1)	Landscape	
	Supervisor	
Initial (Year 2)	Landscape	
	Supervisor	
Option 1 (Year 3)	Landscape	
	Supervisor	
Option 2 (Year 4)	Landscape	
	Supervisor	
Option 3 (Year 5)	Landscape	
	Supervisor	



B) Specialized Machinery, Materials and Supplies Rates

Other than the services normally performed for the Work in section **5.1 - Regular Services** of **Annex A - Statement of Work**:

- Should a *specific* service request require the utilization of the **Contractor's owned specialized machinery**, the Contractor will be paid based on the *proposed* cost in **Attachment 1 to Annex B - Service Authorization Form (SA)**, in part **2.B**. The Contractor certifies that the cost proposed for each item listed on this form is not in excess of the lowest cost charged to anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services, or both.
- Should a *specific* service request require to proceed with a **third party rental and/or requires the provision of 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.



ATTACHMENT 1 TO ANNEX B - SERVICE AUTHORIZATION FORM (SA)

Service Authorization Form (SA)	
Name and address of the Contractor:	(to be inserted at contract award)
Contract Number:	(to be inserted at contract award)
Service Authorization (SA) Number:	

1. Required service: (to be completed by the Project Authority)

A. Service description and expected outcomes

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B. Desired timelines

Service to be started by:	Date (yyyy-mm-dd)		Service to be completed by:	Date (yyyy-mm-dd)	
	Start time (24:00)			End time (24:00)	

2. Contractor's financial proposal: (to be completed by the Contractor)

A. Firm Hourly Rates

As per Annex B - Basis of Payment under section 2. As and When Requested Services, subsection A), for Work performed in accordance with this Service Authorization Form.

Resource	Firm Hourly Rate (As per Annex B)	Quantity of Hours Required	Subtotal (DZD)
Landscaper			
Supervisor			
Section 2.A. - Total (Taxes Excluded)			



B. Specialized Machinery and/or Materials and Supplies <i>(if required and if applicable)</i>					
As per Annex B - Basis of Payment under section 2. As and When Requested Services , subsection B), for Work performed in accordance with this Service Authorization Form.					
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes Excluded)	Unit of Measure (hour, day, each, etc.)	Quantity required	Third party rental OR purchase	Subtotal (DZD) (Taxes Excluded)
Section 2.B. - Total (Taxes Excluded)					
Section 2.A. Total + Section 2.B. Total (Taxes Excluded)					
Taxes (if applicable)					
C. Contractor's financial proposal Grand Total					
GRAND TOTAL (Section 2.A. Total + Section 2.B. Total + TAXES, if applicable)					

3. Contractor's Signature	
Name of individual authorized to sign for the Contractor:	
Title:	
Signature:	
Date (yyyy-mm-dd):	

4. Project Authority's Approval (to be signed <i>only</i> when all of the above sections have been completed)	
Name of the Project Authority:	
Signature:	
Date (yyyy-mm-dd):	



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		GAC
2. Branch or Directorate / Direction générale ou Direction		Alger
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 Travaux de jardinage et d'aménagement paysager		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle de s données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	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"/>



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

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

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

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

- RELIABILITY STATUS / COTE DE FIABILITÉ
- TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
- SITE ACCESS / ACCÈS AUX EMPLACEMENTS
- CONFIDENTIAL / CONFIDENTIEL
- NATO CONFIDENTIAL / NATO CONFIDENTIEL
- SECRET / SECRET
- NATO SECRET / NATO SECRET
- TOP SECRET / TRÈS SECRET
- COSMIC TOP SECRET / COSMIC TRÈS SECRET

Special comments: / Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui



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

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

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

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

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