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**Request for Proposal (RFP)**

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

<b>Title</b> Landscaping and Grounds Maintenance Services for the for the Embassy of Canada to China in Beijing	
<b>Solicitation no.</b> 22-213715	<b>Date</b> April 14, 2023
<b>Proposal Delivery</b>  In order for the proposal to be valid, it must be received no later than 2:00pm EDT (Eastern Daylight Time, Ottawa, Ontario, Canada) on May 19, 2023. This date is referred to herein as the "Closing date".  Only electronic copies will be accepted and received at the following email address:  <a href="mailto:internationalproposals@international.gc.ca">internationalproposals@international.gc.ca</a>  Solicitation #: 22-213715	
<b>Offer to: Department of Foreign Affairs, Trade and Development Canada</b>  <b>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.</b>  <b>Name and title of person authorized to sign on behalf of the supplier:</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



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## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

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

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

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to part 3 includes the Financial Bid form, Attachment 1 to Part 4 includes the Evaluation criteria, and Attachment 2 to Part 4 includes Bidders' Response Framework.

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

### 1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide Landscaping and Grounds Maintenance Services for the Embassy of Canada to China in Beijing 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 July 1, 2023, for a period of 1 year. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 4 additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The requirement may be subject to the provisions of the:
  - 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/1/2003/26) (2022-03-29) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26), are incorporated by reference into and form part of the bid solicitation.

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

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

This subsection is deleted in its entirety

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

**Delete:** sixty (60)

**Insert:** one hundred and twenty (120)

#### 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 (2022-03-29) 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](#) (2022-03-29) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the RFP;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to the address specified on page 1 of the RFP;
  - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.





## 2.5 BIDDER'S SITE VISIT – MANDATORY

**It is mandatory that the Bidder or a representative of the Bidder attend the site visit.** It will be held at the following address: **19 Dongzhimenwai Dajie, Chaoyang District, Beijing, on April 24, 2023 at 02:00 pm Beijing local time.**

**Bidders should confirm their attendance with Canada's Representative and provide the names of the representatives who will attend by April 21st, 2023.** Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

**Bidders will be required to provide a valid Chinese ID card upon entry. No electronic devices are permitted on Embassy grounds and will need to be left with Mission security upon entry.**

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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

## 2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

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

## 2.7 APPLICABLE LAWS

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



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

## **2.8 ENTIRE REQUIREMENT**

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

## **2.9 DEBRIEFINGS**

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

## **2.10 CHALLENGES**

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

## **2.11 NO PROMOTION OF BIDDERS INTEREST**

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

## **2.12 LEGAL CAPACITY**

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

## **2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT**

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



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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

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

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

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

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

### 3.2 TECHNICAL BID INSTRUCTIONS

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

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

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

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

### 3.3 FINANCIAL BID INSTRUCTIONS

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



### **3.4 FIRM PRICE**

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

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

### **3.5 FIRM HOURLY RATES**

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

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

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

### **3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES**

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

**Section III:** to be labeled "**Certifications**";

### **3.7 CERTIFICATIONS**

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



## ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

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

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



	<p>death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> <p>If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-compliant.</p>	
<p><b>C3</b></p>	<p><b>EDUCATION AND EXPERIENCE</b> The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.</p>	<p>_____</p>
<p><b>C4</b></p>	<p><b>FORMER PUBLIC SERVANT</b> 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 <a href="#">Financial Administration Act</a>, 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"> <li>an individual;</li> <li>an individual who has incorporated;</li> <li>a partnership made of former public servants; or</li> <li>a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.</li> </ol> <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 <a href="#">Public Service Superannuation Act</a> (PSSA), R.S., 1985, c.P-36,</p>	<p>As per the definition provided, is the Bidder a FPS? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>



	<p>and any increases paid pursuant to the <a href="#">Supplementary Retirement Benefits Act</a>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <a href="#">Canadian Forces Superannuation Act</a>, R.S., 1985, c. C-17, the <a href="#">Defence Services Pension Continuation Act</a>, 1970, c. D-3, the <a href="#">Royal Canadian Mounted Police Pension Continuation Act</a>, 1970, c. R-10, and the <a href="#">Royal Canadian Mounted Police Superannuation Act</a>, R.S., 1985, c. R-11, the <a href="#">Members of Parliament Retiring Allowances Act</a>, R.S. 1985, c. M-5, and that portion of pension payable to the <a href="#">Canada Pension Plan Act</a>, 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 <a href="#">Contracting Policy Notice: 2012-2</a> and the <a href="#">Guidelines on the Proactive Disclosure of Contracts</a>.</p>	
<p><b>C5</b></p>	<p><b>USE OF SUBCONTRACTOR(S)</b></p> <p>The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work.</p> <p><b>Canada reserves the right to approve or reject the use of subcontractors as per the Resulting Contract Clauses part of this RFP.</b></p>	<p>Does the Bidder intent to use one or more subcontractors?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>C6</b></p>	<p><b>JOINT VENTURES</b></p> <p>The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.</p>	<p>Is the Bidder a Joint Venture?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>C7</b></p>	<p><b>VALID LICENSE</b></p> <p>The Bidder certifies that it has and will maintain a valid (unexpired) license to operate as a Landscaping and Grounds Maintenance Services provider in China for the entire duration of the contract.</p>	<p>_____</p>





**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
**Name of Authorized Individual**

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**



## ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

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



## 1. Regular Services

### Firm Monthly Rate

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

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per lines Option 1, 2, 3 and 4 below to perform all the Work in relation to the contract extension.

Period	Firm Monthly Rate (CNY) Taxes Excluded	Number of Months	Subtotal (CNY) Taxes Excluded
Initial period (Year 1)		12	
Option 1 (Year 2)		12	
Option 2 (Year 3)		12	
Option 3 (Year 4)		12	
Option 4 (Year 5)		12	
<b>Evaluated price (CNY):</b>			

## 2. As and When Requested Services

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

### a) Firm Hourly Rate

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.3.1 – Provided by the Contractor** sub-section **5.3.1.1 – Equipment and tools**, fringe benefits, general and administrative expenses, overhead and profit, as applicable.

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

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option 1, 2, 3 and 4 below to perform all the Work in relation to the contract extension.



Period	Professional Qualified Staff	Firm Hourly Rate (CNY) Taxes Excluded	*Estimated Number of Hours per Year	Subtotal (CNY) Taxes Excluded
Initial period (Year 1)	Gardening and Landscaping staff		24	
	Supervisor		24	
	Landscape Professional		12	
Option 1 (Year 2)	Gardening and Landscaping staff		24	
	Supervisor		24	
	Landscape Professional		12	
Option 2 (Year 3)	Gardening and Landscaping staff		24	
	Supervisor		24	
	Landscape Professional		12	
Option 3 (Year 4)	Gardening and Landscaping staff		24	
	Supervisor		24	
	Landscape Professional		12	
Option 4 (Year 5)	Gardening and Landscaping staff		24	
	Supervisor		24	
	Landscape Professional		12	
<b>Evaluated price (CNY) :</b>				

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

**b) Specialized Machinery, Materials and Supplies**

Should a specific service request require the utilization of the contractor's owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.3 – Equipment, Materials and Supplies provided by the Contractor** or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the Contractor will be paid in accordance with the following two sub-sections, the **Contractor's owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;

**Contractor's owned Specialized Machinery and/or Materials and Supplies**

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



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

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

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

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 EVALUATION AND SELECTION**

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

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

### **4.2 TECHNICAL EVALUATION**

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

### **4.3 BASIS OF SELECTION - Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



## ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

### 1.0 Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (M)				
N°	Mandatory technical criteria	Instructions for preparing proposals	PASS/FAIL	
			Yes	No
M1	<p><b>Company Registration</b></p> <p>The Bidder must be a provider of commercial landscaping and grounds Maintenance services, registered with appropriate authorities in China.</p>	<p>The Bidder must provide the following information:</p> <p>a) Official company legal name;            b) Company address and related contact details;            c) Qualifications of Realty Service Enterprises (minimum Grade 2); and            d) Business license in China.</p>		
M2	<p><b>Corporate Experience</b></p> <p>The Bidder must have completed a minimum of three (3) years within the last ten (10) years from the bid closing date in providing gardening/landscaping/grounds maintenance services of similar size and scope to the requirement defined in Annex "A" Statement of Work.</p> <p>* Similar size and scope are defined as follows:</p> <ul style="list-style-type: none"> <li>• a minimum duration of twelve (12) consecutive months;</li> <li>• outdoor grounds/gardens with a size of at least 5,000 square meters or a diplomatic/consular mission.</li> </ul>	<p>In order to demonstrate the Bidder's experience, the following information must be provided:</p> <p>a) Name of company;            b) Location (city, country);            c) Brief description of the work, size and responsibilities; and            d) Start and end dates of the work (e.g. month/year).</p> <p>The Bidder must provide a reference for each experience, and must include the following information:</p> <p>e) Name and role of reference; <u>and</u>            f) E-mail address of reference; <u>or</u>            g) Telephone number of reference.</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		



<b>Mandatory Technical Criteria (M)</b>				
N°	Mandatory technical criteria	Instructions for preparing proposals	PASS/FAIL	
			Yes	No
<b>M3</b>	<p><b>Supervisor Experience</b></p> <p>The Bidder must demonstrate that the proposed Supervisor has the following experience:</p> <p>A minimum of five (5) years of experience in providing supervision of gardening and landscaping services.</p> <p>Experience must have been acquired within the last ten (10) years.</p> <p>The Contractor's Supervisor must have English speaking skills, in order to be able to perform the work in the English language.</p>	<p>In order to demonstrate the Supervisor's experience, the following information must be provided:</p> <p>a) Name of the proposed Supervisor;            b) Name of Company;            c) Location (City, Country);            d) Brief description of the work;            e) Start and end dates of the work (e.g. month/year); and            f) The number of team members that the proposed resource supervised.</p> <p>The Bidder must provide a reference for each experience, and must include the following information:</p> <p>g) Name of reference; <u>and</u>            h) E-mail address of reference; <u>or</u>            i) Telephone number of reference.</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		
<b>M4</b>	<p><b>Gardening and Landscaping Personnel Experience</b></p> <p>The Bidder must demonstrate that the proposed gardening and landscaping personnel has the following experience:</p> <p>A minimum of three (3) years of experience in providing gardening and landscaping services.</p> <p>Experience must have been acquired within the last five (5) years.</p>	<p>In order to demonstrate the experience of gardening and landscaping personnel, the following information must be provided:</p> <p>a) Names of the proposed personnel;            b) Name of Company;            c) Location (City, Country);            d) Brief description of the work; and            e) Start and end dates of the work (e.g. month/year).</p> <p>The Bidder must provide a reference for each experience, and must include the following information:</p> <p>f) Name of reference; <u>and</u>            g) E-mail address of reference; <u>or</u>            h) Telephone number of reference.</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		





**2.0 Point Rated Technical criteria**

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

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

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

<b>Rating Table - This Rating Table applies to all Point Rated Technical Criteria</b>	
<b>Basis for Percentage Distribution</b>	<b>Percentage of Available Points</b>
The response includes very limited or no information.	0% of the points
The response includes some information; however, a substantial amount of information is missing. Some elements are poorly described.	40% of the points
The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	60% of the points
The response includes a substantive amount of the information required to be complete and contains several value-added elements.	80% of the points
The response includes substantial details provided leading to a complete and thorough understanding of the requirements.	100% of the points



Point Rated Technical Criteria (R)					
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting	Points	Page #
R1	<b>Proposed Work Plan</b>	<p>The Bidder should provide their proposed Work Plan demonstrating their understanding of the requirements listed in Annex A – Statement of Work which may include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• A detailed Work plan on how the work will be provided with quality and in a timely manner;</li> <li>• Respective role and detailed responsibilities (assigned tasks) of every team member's;</li> <li>• Quality Control Program;</li> <li>• Resource Management practices;</li> <li>• Health and Safety Program that demonstrates compliance with all work regulations and measures;</li> <li>• List of potential constraints that may hinder the Bidders capacity to achieve the expected result and their preventive measures.</li> </ul>	Up to 50 points		
R2	<p><b>Experience of a Landscape Professional</b></p> <p>Please refer to the Annex A - Statement of Work, clause 5.9.3</p>	<p>The Bidder should provide the following information:</p> <ul style="list-style-type: none"> <li>• Provide copies of any specialized landscaping training/certifications;</li> <li>• Detail level of experience with tree pruning, shaping, fertilization and pest control;</li> <li>• Detail level of experience with garden design/layout;</li> <li>• Detail any training sessions provided to gardening personnel;</li> <li>• Provide copies of any training/certifications sustainable gardening/eco-friendly gardening.</li> </ul>	Up to 25 points		



<b>R3</b>	<b>Greenhouse Usage Proposal</b>  Please refer to the Annex A – Statement of Work, clause 5.1, (j)	The Embassy has a modest sized greenhouse on-site. The bidder should propose a plan on how they can best utilize the greenhouse year-round.	Up to 15 points		
<b>R4</b>	<b>Composting Plan</b>  Please refer to the Annex A – Statement of Work, clause 5.1 (k)	Greening the environment is an important consideration for the Embassy. The bidder should provide a clear plan for composting, recycling, reusing as well as possible measures to improve water preservation.	Up to 10 points		



## ATTACHMENT 2 TO PART 4 – BIDDERS’ RESPONSE FRAMEWORK

Provided in order to answer the Mandatory Criteria and the Point Rated Criteria

**It is recommended that you use “Attachment 2 to Part 4 – Bidder’s Response Framework provided in order answer to the Mandatory Criteria and the Point-Rated Criteria” but, it is not mandatory.**

**\*\*Please note that you may need less or more tables. \*\***

### MANDATORY TECHNICAL CRITERIA – M1 – Company Registration

The Bidder **must** be a provider of commercial landscaping and grounds Maintenance services, registered with appropriate authorities in China.

#### REFERENCE #M1

Information Required	Description	
The Bidder <b>must</b> demonstrate this by providing the following:		
a) Official company legal name;		
b) Company address and related contact details;		
c) Qualifications of Realty Service Enterprises (minimum Grade 2); and		
d) Business license in China	<b>Included in my Technical Bid file</b>	
	<b>Yes</b>	<b>No</b>



**MANDATORY TECHNICAL CRITERIA – M2 – Corporate Experience**

The Bidder **must** have completed a minimum of three (3) years within the last ten (10) years from the bid closing date in providing gardening/landscaping/grounds maintenance services of similar size and scope to the requirement defined in Annex “A” Statement of Work. \* Similar size and scope are defined as follows: a minimum duration of twelve (12) consecutive months; outdoor grounds/gardens with a size of at least 5,000 square meters or a diplomatic/consular mission.

**REFERENCE #M2**

Information Required	Description	
In order to demonstrate the Bidder’s experience, the following information <b>must</b> be provided:		
a) Name of company		
b) Location (city, country);		
c) Brief description of the work, size and responsibilities;		
d) Start and end dates of the work (e.g. month/year);	Start Date (MM/YY)	End Date (MM/YY)
	-- / --	-- / --
The Bidder <b>must</b> provide a reference for each experience, and must include the following information:		
e) Name and role of reference; <u>and</u>		
f) E-mail address of reference; <u>or</u>		
g) Telephone number of reference.		
References may be contacted to verify the validity of the information provided by the Bidder.		

**\*\*If you need more tables to total the minimum 36 months of experience, you can just copy the one above. \*\***



**MANDATORY TECHNICAL CRITERIA – M3 – Supervisor Experience**

The Bidder **must** demonstrate that the proposed Supervisor has the following experience: a minimum of five (5) years of experience in providing supervision of gardening and landscaping services. Experience **must** have been acquired within the last ten (10) years. The Contractor's Supervisor **must** have English speaking skills, in order to be able to perform the work in the English language.

**REFERENCE #M3**

Information Required	Description	
In order to demonstrate the Supervisor's experience, the following information <b>must</b> be provided:		
a) Name of the proposed Supervisor;		
b) Name of Company;		
c) Location (City, Country);		
d) Brief description of the work;		
e) Start and end dates of the work (e.g. month/year);	Start Date (MM/YY)	End Date (MM/YY)
	-- / --	-- / --
f) The number of team members that the proposed resource supervised.		
The Bidder must provide a reference for each experience, and <b>must</b> include the following information:		
g) Name of reference; <u>and</u>		
h) E-mail address of reference; <u>or</u>		
i) Telephone number of reference.		
References may be contacted to verify the validity of the information provided by the Bidder.		
The Bidder must indicate that the proposed Supervisor has English speaking skills.	<b>Yes</b>	<b>No</b>

**\*\*If you need more tables to total the minimum 60 months of experience, you can just copy the one above. \*\***



**MANDATORY TECHNICAL CRITERIA – M4 – Gardening and Landscaping Personnel Experience**

The Bidder **must** demonstrate that the proposed gardening and landscaping personnel has the following experience:

A minimum of three (3) years of experience in providing gardening and landscaping services.

Experience **must** have been acquired within the last five (5) years.

**REFERENCE #M4**

Information Required	Description	
In order to demonstrate the experience of gardening and landscaping personnel, the following information <b>must</b> be provided:		
a) Names of the proposed personnel;		
b) Name of Company;		
c) Location (City, Country); and		
d) Brief description of the work		
e) Start and end dates of the work (e.g. month/year);	Start Date (MM/YY)	End Date (MM/YY)
	-- / --	-- / --
The Bidder <b>must</b> provide a reference for each experience, and <b>must</b> include the following information:		
f) Name of reference; <u>and</u>		
g) E-mail address of reference; <u>or</u>		
h) Telephone number of reference.		
References may be contacted to verify the validity of the information provided by the Bidder.		

**\*\*If you need more tables to total the minimum 36 months of experience, you can just copy the one above. \*\***



**POINT RATED TECHNICAL CRITERIA – R1 – Proposed Work Plan**

The Bidder should provide their proposed Work Plan demonstrating their understanding of the requirements listed in Annex A – Statement of Work which may include but not limited to the following:

**REFERENCE #R1**

Information Required	Description
<ul style="list-style-type: none"> <li>• A detailed Work plan on how the work will be provided with quality and in a timely manner;</li> <li>• Respective role and detailed responsibilities (assigned tasks) of every team member's;</li> <li>• Quality Control Program;</li> <li>• Resource Management practices;</li> <li>• Health and Safety Program that demonstrates compliance with all work regulations and measures;</li> <li>• List of potential constraints that may hinder the Bidders capacity to achieve the expected result and their preventive measures.</li> </ul>	





**POINT RATED TECHNICAL CRITERIA – R2 – Experience of a Landscape Professional**

**REFERENCE #R2**

Information Required	Description	
The Bidder should provide the following information:		
<ul style="list-style-type: none"> <li>Provide copies of any specialized landscaping training/certifications;</li> </ul>	<b>Included in my Technical Bid file</b>	
	<b>Yes</b>	<b>No</b>
<ul style="list-style-type: none"> <li>Detail level of experience with tree pruning, shaping, fertilization and pest control;</li> </ul>		
<ul style="list-style-type: none"> <li>Detail level of experience with garden design/layout;</li> </ul>		
<ul style="list-style-type: none"> <li>Detail any training sessions provided to gardening personnel</li> </ul>		
<ul style="list-style-type: none"> <li>Provide copies of any training/certifications sustainable gardening/eco-friendly gardening.</li> </ul>	<b>Included in my Technical Bid file</b>	
	<b>Yes</b>	<b>No</b>



**POINT RATED TECHNICAL CRITERIA – R3 – Greenhouse Usage Proposal**

**REFERENCE #R3**

Information Required	Description
<p>The Embassy has a modest sized greenhouse on-site.</p> <p>The Bidder should propose a plan on how they can best utilize the greenhouse year-round.</p>	

**POINT RATED TECHNICAL CRITERIA – R4 – Composting Plan**

**REFERENCE #R4**

Information Required	Description
<p>Greening the environment is an important consideration for the Embassy.</p> <p>The Bidder should provide a clear plan for composting, recycling, reusing as well as possible measures to improve water preservation.</p>	



## 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 4 additional 1-year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

### 5.15.4 Exercise of Option to Extend

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

### 5.15.5 Independent Contractor

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

### 5.15.6 Conduct

The Contractor must:

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

### 5.15.7 Assigned Individuals

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

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





#### **5.15.8 Resources**

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

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

#### **5.15.9 Replacements**

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

#### **5.15.10 Compliance with Local Law**

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

#### **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** If the **Contractor** breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the **Contractor**. The **Contractor** shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

### 5.15.13 Green Procurement

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

### 5.16 CERTIFICATIONS

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

### 5.17 HEALTH AND SAFETY

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands,



etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

## **5.18 PAYMENT TERMS**

### **5.18.1 Basis of Payment**

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

### **5.18.2 Limitation of Price**

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

### **5.18.3 Method of Payment – Monthly Payments**

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

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

### **5.18.4 Audit**

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



### 5.18.5 Invoicing Instructions

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

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

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

### 5.18.6 Discrepancies

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

### 5.18.7 Termination Payments

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

### 5.18.8 Remittance to appropriate tax authority

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

## 5.19 SUSPENSION AND INFRACTION

### 5.19.1 Suspension of the Work

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



### 5.19.2 Infraction

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

## 5.20 INSURANCE TERMS

### 5.20.1 Insurance at Discretion of Contractor

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

## 5.21 GOVERNANCE AND ETHICS

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

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

### 5.21.2 Incapacity to Contract with the Government

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

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or



- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

### 5.21.3 Anti-Terrorism

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

## 5.22 DISPUTE RESOLUTION

### 5.22.1 Discussion and Negotiation

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

### 5.22.2 Procurement Ombudsman

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



## ANNEX A – STATEMENT OF WORK

### Landscaping and Grounds Maintenance Services for the Embassy of Canada to China

#### 1. INTRODUCTION

The Embassy of Canada to China in Beijing, hereinafter referred to as the “Mission”, requires landscaping and grounds maintenance services at the Canadian Diplomatic Complex.

#### 2. BACKGROUND

The Mission is soliciting proposals for commercial landscaping and grounds maintenance services at the Canadian Diplomatic Complex located at 19 Dongzhimenwai Street, Chaoyang District, Beijing 100600 PRC.

The grounds maintenance area represents approximately 8,310 square meters for Main Compound and 3,350 square meters for North Annex.

#### 3. OBJECTIVE

The objective of this requirement is to provide all inclusive professional landscaping and grounds maintenance services at the Mission at the following address: 19 Dongzhimenwai Street, Chaoyang District, Beijing 100600 PRC.

#### 4. SCOPE

The Contractor will be required to provide a range of grounds maintenance, gardening and exterior landscaping services at the Mission as detailed herein. The Contractor will provide for all supplies including tools, equipment, materials, and uniforms, except where otherwise indicated. The fixed and periodical Works specified in this Statement of Work must be carried out in accordance with this SOW and to the satisfaction of the Mission.

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

#### 5. TASKS & TECHNICAL SPECIFICATIONS:

The Contractor must perform all the following tasks:

- a. The Contractor shall ensure that suitably trained gardening and landscaping staff is available from 8:00am to 4:30pm, Monday to Friday, based on a 37.5 work hours' week with an hour meal/rest break interval.
- b. The Contractor's staff does not need to work during the Mission`s statutory holidays. The holiday list will be provided to the Contractor by the Project Authority.
- c. The Contractor must ensure that one of the assigned staff maintains valid first aid certification and that first aid kits are available at all times to render first aid to staff as required.
- d. The Contractor must deliver landscaping, gardening and grounds maintenance services on the Mission grounds, ensuring that at all times the gardens are well maintained with an even cut appearance, squared off lawns and weed-free cultivated flowerbeds.
- e. The Contractor must ensure daily maintenance of the complete exterior grounds as described herein.



**5.1 Fixed Services, Overall landscaping, gardening and grounds maintenance duties:**

**a. Fertilizing:**

- i. High potash feed around the bases of flowering shrubs and plants;
- ii. Nitrogen rich liquid feed to the lawn to green it up and encourage rapid growth;
- iii. Lawn fertilizer with phosphate and potassium to encourage strong roots;
- iv. Fertilized areas must be watered following application;
- v. Apply as required/requested: products to be provided by the Project Authority.

**b. Weeding:**

- i. Fork over and remove weeds in all garden area, paying particular attention between plants in borders and beneath trees and shrubs;
- ii. Eliminate the grass and weeds from cracks and joints, roads, sidewalks, parking lots, roofs and curbs as required;
- iii. Spray pesticides (product to be provided by Project Authority) as required/requested.

**c. Trimming and Pruning:**

- i. Lift, divide and replant congested clumps of plants or over-sized herbaceous plants, discarding any weak sections;
- ii. Prune, cut out any damaged, dead or crossing stems to ensure that all nutrients flow directly into the stem providing healthy growth;
- iii. Prune back deadhead flowering plants when they have finished flowering to promote the formation of new buds and encourage growth;
- iv. Trim hedges regularly to avoid overgrowth;
- v. Trim back herbaceous plants that have grown excessively;
- vi. Layer shrubs and climbers.

**d. Lawn maintenance:**

- i. Rake the lawn clear of twigs, leaves and other debris as requested/required;
- ii. Mow the lawn at least every two (2) weeks with lawnmower or hand held brush cutter;
- iii. Repair worn out areas of the lawn and re-seed any worn patches;
- iv. Remove and control weeds from lawn by hand or using appropriate weed killer;
- v. Neaten up lawn edges paying particular attention to untidy, squashed or damaged areas;
- vi. Aerate the lawn on a regular basis using a garden fork or appropriate mechanical equipment to encourage good drainage and to stimulate root growth;
- vii. Level uneven areas of the lawn;
- viii. Apply fertilizer as/when required/ but not less than once a year;
- ix. The grass cut must be even and smooth;
- x. Collect and dispose of grass clippings and cuttings immediately after mowing.

**e. Garden beds:**

- i. Application of mulch with woodchips or similar (as provided by Project Authority) on all garden beds as required with a minimum of every twelve months;
- ii. Apply fertilizer (provided by Project Authority) to the garden beds every three months;
- iii. Remove weeds by spraying or using natural methods at least once a month or as required/requested;
- iv. Trim to encourage healthy growth as required/requested;
- v. Mulch all cuttings and recycle in the garden beds;
- vi. Undertake aerating/turning of garden beds on a regular basis;





- vii. Establish and maintain a process for garden beds that will promulgate growth and appearance as the garden matures.

Note: Any plants that wither and/or die because of Contractor negligence must be replaced at the Contractor's expense.

**f. Watering:**

- i. Water will be provided by the Project Authority;
- ii. The Contractor must ensure on a daily basis that the lawn/plants/trees/shrubs/gardens are adequately watered to promote proper health, growth, color and appearance.

**g. Trees:**

- i. Trees are to be inspected on a weekly basis and trimmed accordingly to prevent nuisance and/or damage; and necessary steps are to be taken to protect existing trees from decay and/or insect attack;
- ii. De-leafing and de-nutting must be completed on a regular basis but not less than once a year.

**h. Driveways, paths and drains:**

- i. Driveways, paths and drains are to be swept clean immediately following all maintenance operations to ensure that all are free of any cutting, debris, etc.;
- ii. This includes the elimination of grass and weeds from cracks and joints, roads, sidewalks and curbs as required;
- iii. All drains are to be inspected and cleaned as required/requested to ensure easy water flow;
- iv. Sweep and or hose the paved area at the pool ensuring any rubbish is picked up and placed at designated area as requested;
- v. Clear debris from gardens outside the walls as required/requested. Must be completed at least once a week;
- vi. Power wash pathways, driveways, drainage pipes and tennis court as required/requested. Must be completed a minimum of every week or as requested/required;
- vii. The Contractor must ensure that windows and motor vehicles are adequately protected against damages or breakages due to grass or weed cutting, and power washing operations. In the case of window panes, suitable screens must be installed to prevent inadvertent damage due to the weed eating operation. Where motor vehicles are found to be exposed to weed eating / mowing / power washing operations, the Contractor must request the owner to move the vehicle to a safe position failing which the cutting/mowing/power washing must be suspended in the affected area.

**i. Official Residence(OR)**

- i. The Contractor will pay extra attention to the maintenance of the plants located inside and around the OR, including the interior atrium plants. These plants must, at all times, be healthy looking and free from defects. The Contractor's workers will work closely with the OR staff to co-ordinate the times that plant maintenance is done in order not to disturb the Ambassador, his/her family, guests, or events at the OR.

**j. Greenhouse**

The Embassy has a 3.5x3.5 square meters sized greenhouse on-site.

- i. The Contractor shall arrange the storage of the plants over winter;
- ii. The Contractor will develop a plan for seedlings that can be raised over winter for Spring planting;
- iii. The Contractor shall arrange the alternate maintenance of the office area's plants;
- iv. The Contractor shall arrange the plant pot change maintenance and fertilization.

**k. Ground Maintenance and Waste Management**

- i. The Contractor shall arrange daily, and continuous, cleaning/sweeping and garbage removal of the Mission



grounds (including the areas from the Embassy walls to the roadways). These areas include (but not exclusively), lawns, walkways, driveways, parking lots, building entrance ways, decks, tennis court, playgrounds, grounds of the Official Residence, and planted areas. Periodic cleaning of these areas with water (hosing down) will be required;

- ii. The Contractor shall make arrangements with the local garbage removal company to pick up the garbage on both Mission compounds on a daily basis;
- iii. The Contractor shall comply with the recycling program in the Mission and organize the garbage bins for recyclable material. The Contractor must contact the recycling company for pick-up when the recycled bins are full. The receipt will be kept by the Contractor and submitted to Property Section on a monthly basis;
- iv. The Contractor shall remove snow and ice from all paved areas, walkways and steps. The Contractor shall immediately remove ice on the above areas caused by snow melting;
- v. Both sides of the glass canopy on the Main Compound must be washed on a monthly basis from March to November each year. This work includes washing the steel frames and light fixture covers;
- vi. Weekly and as required/requested, the garbage room located at staff quarters (SQs) must be cleaned using water and a brush;
- vii. The Contractor will also take care of the vegetable gardens of OR and any other areas.
- viii. Greening the environment is an important consideration for the Embassy. There are three (3) composting bins on site. The Contractor shall arrange the composting, recycling, reusing as well as possible measures to improve water preservation.

#### **5.1.1. Service/Maintenance Logs**

The Contractor shall maintain a daily log of all landscaping and grounds maintenance activities performed. A copy of this log is to be submitted to the Project Authority with the Contractor's monthly invoice.

At the beginning of each month, the Project Authority will review the submitted logs, and review the work performed to confirm the quality of the Work.

Services/Maintenance Logs shall contain, but not be limited to the:

- Date and time of the work;
- Description of work completed; watering, weeding, grass cutting, fertilizing, pruning, etc.

#### **5.2 "AS AND WHEN REQUIRED SERVICES"**

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

The Contractor must provide periodical landscaping and grounds maintenance tasks on an "as and when requested" basis including but not limited to:

- a. Re-landscaping of areas damaged by construction / maintenance projects, vehicular movement, special events, weather conditions, etc.;
- b. General grounds maintenance tasks of an unforeseen nature;
- c. The supply and planting or arranging of new or replacement shrubs, flowers, plants, seedlings, tree seedlings and grass (only when the area to be grassed exceeds 30m<sup>2</sup>), only due to causes beyond the control of the Contractor, as approved by Project Authority;
- d. The Contractor shall also demonstrate the capability to provide advice when required and to deliver in-house indoor or outdoor landscaping services.

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



Contractor has given notice in writing to the Project Authority that it is available to perform the “as and when required services”.

Service Authorization process:

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

### **5.3 Equipment, Materials and Supplies provided by the Contractor**

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

Such equipment/tools can include:

- a. mechanized commercial lawn mowers, trimmers;
- b. manual lawn mower;
- c. leaf blowers;
- d. wheel barrow;
- e. telescopic pruning shears;
- f. ladders;
- g. power washer and attachments;
- h. approved pesticide pump and sprayer;
- i. spades, forks, hand trowels, pruning shears, rakes, etc.
- j. all required personal protective equipment such as gloves, ear protectors, first aid kits, goggles, appropriate footwear, rain gear and protective uniform and any other health and safety requirements relevant to the tasks outlined above.

The Mission will not lend or otherwise provide any equipment to the Contractor. The equipment must ensure low level (permissible) noise and must not be more than five (5) years old.

The Contractor shall supply all equipment required to effectively carry out the Contract. This equipment must always be kept safe and in good working order. Extra high demand items such as weed eaters and brush cutters shall be carried to ensure that the daily tasks can be completed without loss of time. The Contractor must ensure that his equipment is fitted with suitable safety devices and that the persons operating such equipment are adequately trained and competent to do so. Protective covers and guards must at all times be in place.

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



#### **5.4 Materials and Supplies provided by the Mission**

The following materials and supplies will be provided by the Mission:

- a. fertilizers;
- b. pesticides;
- c. mulch with wood chips;
- d. flowers;
- e. plants; and
- f. seedlings.

All other material and supplies are the responsibility of the Contractor.

#### **5.5 Storage**

The Project Authority will provide a storage area to the Contractor. This room is not to be used as a lunch room by the Contractor's staff or resources.

The Contractor must store and handle all chemicals, manure and fertilizer products (products to be provided by the Project Authority) in a safe and responsible manner.

The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. The Contractor must provide this document to the Project Authority updating as/when required/requested.

The Mission will not be responsible for damage to the Contractor's equipment, materials, supplies, uniforms and tools, or to the Contractor's employee's personal belongings brought or left on the Mission grounds.

#### **5.6 Quality Standards**

The Contractor must take the utmost care for the safety of all outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance. However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor, the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority. Any defects which cannot be corrected immediately must be reported verbally as soon as possible to the Project Authority.

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

#### **5.7 Warranty**

In case of any failure caused by poor quality materials or cleaning products, deficient labour or poor functioning of the equipment during the performance hereof, the Contractor shall carry out the appropriate repairs at its own expense and within the instructed time as indicated by the Client.

#### **5.8 Comportment**

- a. The Contractor must ensure that grounds keeping staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image; either in terms of politeness or knowledge;
- b. The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case of any misconduct which may or may not involve financial loss or burden to the Mission/occupant, the Contractor alone



- must take suitable action against such defaulting resources in consultation with The Project Authority or delegate;
- c. The Contractor will be held financially responsible for loss of Mission property due to staff's negligence;
  - d. In the event that the Project Authority (or delegates) observes deficient performance, the Contractor will receive written notice within 24 hours of the observed breach;
  - e. The Contractor must remove or substitute any worker if the Project Authority or delegate so directs.

## **5.9 Contractor's Personnel**

### **5.9.1 Gardening and Landscaping Staff**

The Contractor must provide a minimum of five (5) suitably skilled/trained gardening and landscaping staff to perform the work required.

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

The gardening and landscaping staff and their replacement must be knowledgeable in providing gardening/landscaping/grounds maintenance services as demonstrated by at least three (3) years of gardening and landscaping experience within recent five (5) years.

The gardening and landscaping staff must be able to communicate and understand English.

### **5.9.2 Supervisor**

The Contractor must provide a Supervisor who will oversee the work of the gardening and landscaping staff while being responsible for the day-to-day operations.

The Supervisor must have minimum five (5) years of experience in providing supervision of gardening/landscaping/grounds maintenance services within the past ten (10) years.

The Supervisor must be able to communicate and understand English.

### **5.9.3 Landscape Professional**

The Contractor must provide a trained and certified Landscape Professional who will provide necessary direction/consultation/training to gardening and landscaping staff on an "as and when requested" basis.

The Landscape Professional must have adequate experience consisting of minimum five (5) years of recent professional landscaping experience in a similar role within the past ten (10) years.

Note: The Landscape Professional must meet the Project Authority at the Work site as necessary. While it is indicated as "as and when requested", for planning and bidding purposes, bidders can assume a minimum of one visit of one day per month.

## **5.10 Human Resource Requirements**

- a. All staff assigned to the Mission, whether permanent or temporary, must be properly trained and able to perform the work required. All staff must adhere to the strictest requirements in terms of discretion and integrity as well as being medically fit to carry out their work.
- b. The Contractor must ensure that arrangements are made for the replacement of staffs as soon as it is known that they are unable to report for work. The Project Authority (or delegates) must be notified of any changes to scheduled staff within a reasonable amount of time of the change.



- c. The Contractor must not change any staff without prior approval of the Project Authority due to security and medical reasons. Only security cleared workers must be allowed to work under the Contract. The Contractor must be fully responsible for his/her employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.
- d. In case of absenteeism, replacement must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, any expenditure incurred by the Mission for operation must be recovered from the Contractor or adjusted against amount due and payable to the Contractor.
- e. The Contractor must, at least ten days before the first day on which any person is required to enter the site for the purpose of carrying out Work, provide to the Project Authority or delegate a document setting out the name, residential address, date and place of birth of all employees intending to do Work at the Mission.
- f. Any staff assigned by the Contractor will have to be security cleared through a reliability status check before starting to work onsite. The Mission will take care of the clearance process and inform the contractor of the documentation requirements and duration. The Contractor's employees must wear their Identification Passes clearly visible at all times while on Mission property. It's required that the Contractor provide replacement staff in sufficient numbers to ensure continuity of service during regular employee absences. The replacement staff must also obtain the security reliability status.
- g. This condition must apply equally to any employees of the Contractor who are engaged for work at the Mission after the start of the contract.
- h. The Mission reserves the right to deny access to any individual on the basis of security reasons.

#### **5.11 Health and Safety**

- a. The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National/local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.
- b. The Contractor must ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Chinese Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor must be responsible for supplying suitable replacement equipment.
- c. The Contractor must perform a Health & Safety Risk assessment of all working operations to be performed under the contract. An initial site meeting must be held with the successful Contractor to review their risk assessment and resulting safety plan.
- d. The Contractor must abide by the rules and regulations which the Mission may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the visitor, owner/occupant's personnel.
- e. The Contractor must provide training to all personnel assigned to the performance of the Work under the contract.
- f. The Contractor's resources for this work must be in good health and free from any infection or disease and a medical fitness report needs to be submitted upon contract award for the assigned employees.
- g. The Contractor shall be responsible for medical check-ups, (blood work, x-ray, urine and stool analysis, etc.) as per the labor law of the People's Republic of China (PRC) for all of the workers prior to their starting work at the Mission. The cost shall be borne by the Contractor. Personnel who, once the required medical check-ups have been completed, are found to be medically unfit for the contracted duties, shall not be allowed to work under the contract.



- h. Declaring Contractor staff as medically unfit can also be decided by the Contractor. Project Authority to provide feedback to Contractor if anything unusual is observed:

### 5.12 Uniforms

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

The Contractor must ensure uniforms include:

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

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

## 6. DELIVERABLES

6.1 The Contractor must meet and deliver the following:

- a. Following the award of the Contract, the Contractor must immediately undertake to prepare a schedule of operations (Work Plan); the Work Plan should include level of effort (in days or hours) broken down by resource type, task and frequency, on an annual basis.
- b. This schedule must be prepared on a year-planner type basis and must include all required work;
- c. The schedule must be delivered to the Project Authority within two weeks from contract award; for review and approval, in order to proceed with the work;
- d. The Contractor must prepare simple to use, yet detailed work schedules for use by the contract grounds maintenance staff;
- e. These schedules must list the Mission's daily, weekly and monthly routine and periodic grounds maintenance services;
- f. These schedules must give the dates for periodic tasks;
- g. These schedules must be examined and approved by the Project Authority prior to the commencement of the contract.
- h. The Contractor must maintain an on-site logbook. This logbook will be used to record all requests, complaints, deficiencies or any other situations observed and relevant to the landscaping and grounds maintenance activities. Corrective actions must also be recorded and the logbook must be available for consultation by the Project Authority.

### 6.2 Quality Assurance and Inspections

The Contractor must implement a quality control and quality assurance program including the providing of monthly reports outlining completed tasks and any deficiencies noted during the accomplishment of the assigned task to the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards must result in the application of corrective measures by the Project Authority. The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Any deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority.



### 6.3 Meetings

An English speaking Supervisor of the Contractor must meet with the Project Authority or his delegated authority every day or as required and present all reports and take notes of all important points, if any, from the discussion to act upon those points. The Supervisor appointed by the Contractor must be responsible for the day to day operations of the services within the scope of services of this contract.

## 7. CONSTRAINTS

- The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, O.R. or SQ. The Contractor's employees, subcontractors and any other person wishing to enter the Embassy compound must at all times wear, in a visible location on their persons, Embassy Contractor passes. These passes are available from Gate #5 Security Guard who will issue them only after receiving valid ID;
- The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction;
- 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 those subcontractors.

## 8. TRAVEL COSTS

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

## 9. LANGUAGE OF WORK

The work will be performed in English and Chinese Mandarin.

## 10. LOCATION OF WORK

The work will be carried out at the following address:

19 Dongzhimenwai Street, Chaoyang District,  
Beijing 100600 PRC.





## ANNEX B - BASIS OF PAYMENT

### 1. Regular Services

#### Firm Monthly Rate

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

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per lines Option 1, 2, 3 and 4 below to perform all the Work in relation to the contract extension.

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

### 2. As and When Required Services

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

#### a) Firm Hourly Rate

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.4.1 – Provided by the Contractor** sub-section **5.4.1.1 – Equipment and tools**, fringe benefits, general and administrative expenses, overhead and profit, as applicable.

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

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option 1, 2, 3 and 4 below to perform all the Work in relation to the contract extension.



Period	Professional Qualified Staff	Firm Hourly Rate (CNY) Taxes Excluded
Initial period (Year 1)	Gardening and Landscaping staff	
	Supervisor	
	Landscape Professional	
Option 1 (Year 2)	Gardening and Landscaping staff	
	Supervisor	
	Landscape Professional	
Option 2 (Year 3)	Gardening and Landscaping staff	
	Supervisor	
	Landscape Professional	
Option 3 (Year 4)	Gardening and Landscaping staff	
	Supervisor	
	Landscape Professional	
Option 4 (Year 5)	Gardening and Landscaping staff	
	Supervisor	
	Landscape Professional	

**b) Specialized Machinery, Materials and Supplies**

Should a specific service request require the utilization of the contractor’s owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.3 – Equipment, Materials and Supplies provided by the Contractor** or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the Contractor will be paid in accordance with the following two sub-sections, the **Contractor’s owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;

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

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

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

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

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

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



### Attachment 1 to Annex B – Service Authorization Form

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



<b>Section a – Total Cost (Taxes extra)</b>						
<b>b. Specialized Machinery and/or Materials and Supplies</b> (if required and if applicable) As per the terms and conditions identified in <b>Annex B – Basis of Payment</b> under section 2 – <b>As and When Required Services</b> , for the work performed in accordance with this Service Authorization Form.						
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes excluded)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase	Total Cost (CNY)	
<b>Section b – Total Cost (Taxes excluded)</b>						
<b>Section a Total Cost + Section b Total Cost</b>						
<b>Taxes (If applicable)</b>						
<b>c. Contractor’s financial proposal Grand Total</b>						
<b>Grand Total (Section a Total + Section b Total + Taxes)</b>						
<b>3. Contractor’s Signature</b>						
Name and title of individual authorized - to sign for the Contractor						
Signature						
Date (MM/DD/YY)						
<b>4. Project Authority’s Approval</b> *(To be signed only when all of the above sections have been completed)						
Name of the Project Authority						
Signature						
Date (MM/DD/YY)						



# ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat 22-213715
Security Classification / Classification de sécurité PROTECTED A

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



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Security Classification / Classification de sécurité PROTECTED A

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input checked="" type="checkbox"/> SITE ACCESS ACCES AUX EMBLEMES			

Special comments:  
Commentaires spéciaux : The contractors will be escorted by either LES workers or local guards all the time.

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat
22-213715
Security Classification / Classification de sécurité PROTECTED A

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED / PROTÉGÉ			TOP SECRET	
						TRÉS SECRET	NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	CONFIDENTIAL		SECRET	TRÉS SECRET			
Information / Accès											A	B	C		
Relationships / Sites															
Production															
IT Media / Support IT															
IT Use / Lien électronique															

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

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

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

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).