



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:**

Bid Receiving / Réception des soumissions
Royal Canadian Mounted Police /
Gendarmerie royale du Canada,
Procurement & Contracting Services /
Service des acquisitions et des marchés
Bid Receiving Unit /
Groupe de réception des soumissions,
5th Floor / 5e étage,
10065 Jasper Avenue NW /
10065 Avenue Jasper N.O.
Edmonton, AB T5J 3B1

**INVITATION TO TENDER
APPEL D'OFFRES**

**Tender to:
Royal Canadian Mounted Police**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux:
Gendarmerie royale du Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet: Grounds Maintenance Services - High Level Detachment		Date : May 5, 2017 / 5 mai 2017
Solicitation No. – N° de l'invitation : M5000-17-6314/B		
Client Reference No. - No. De Référence du Client : 2016-2776 (17-1354)		
GETS Reference No. - N° de référence du SEAG # PW-17- 00778497		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 pm	MDT (Mountain Daylight Time) HAR (heure avancée des Rocheuses)
On / le :	May 23, 2017 / 22 mai 2017	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services : Royal Canadian Mounted Police / Gendarmerie royale du Canada High Level Detachment / Détachement High Level PO Box 30, 10203 – 100th Avenue / CP 30, 10203, 100e avenue High Level, AB T0H 1Z0		
Instructions: See herein — Voir aux présentes		
Address Inquiries to / Adresser toute demande de renseignements à : Shawn Balaski, Procurement & Contracting Officer shawn.m.balaski@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 780-670-8592	Facsimile No. – No. de télécopieur N/A	

Delivery Required - Livraison exigée See herein — Voir aux présentes	Delivery Offered - Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
GST or Business # - GST ou de nombre D'affaires nombre :	
If not applicable provide the Social Insurance Number (SIN) # - Si non applicable fournir le Numéro d'assurance sociale (NAS) :	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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This bid solicitation cancels and supersedes previous bid solicitation number M5000-17-6314/A dated March 10, 2017 with a closing of April 24, 2017 at 2:00 pm Mountain Standard Time (MST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; fingerprinting may be required. This information must be provided within three business days of request.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Part 6.2 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

1.5 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA)."



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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.

The [2003 \(2017-04-27\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic transmission (email) to the RCMP will not be accepted.

The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids or amendments directed to any other location, by electronic transmission (email) or facsimile number.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.4 Applicable Laws

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

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.

2.5. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Monday, May 15, 2017, at 13:00 Mountain Daylight Time (MDT)**. Bidders are requested to meet at the main public entrance at **High Level RCMP Detachment located at 10203 – 100th Avenue, High Level, AB.**

Bidders are requested to communicate with the Contracting Authority five (5) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.6 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - two (2) hard copies,

Section II: Financial Bid – one (1) hard copy,

Section III: Certifications – one (1) hard copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) Use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid – See Annex B

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: Financial Bid – See Annex C

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications – See Annex D

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Submission of Evidence as described below MUST be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive. The evidence provided by the bidder may be verified. RCMP reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

4.1.1.1 Mandatory Technical Criteria – See Annex B

Mandatory technical evaluation criteria is included in Annex B.

The Bidder must provide in its proposal the supporting documentation and data as specified in Annex B, failure to comply with this request will render the bid non-responsive and no further consideration will be given.

At bid closing time, the bidder **must comply with ALL Mandatory Requirements** and provide the necessary documentation to support compliance as listed in Annex B.

4.1.2 Financial Evaluation – See Annex C

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

The total evaluated price will be calculated in the following method using information provided by the bidder - Annex C, the Basis of Payment:

Grounds Maintenance Services:

4.1.2.1 Pricing Schedule 1: Firm Monthly Price:

The firm Monthly Rates provided by the bidder in Annex C- Part 1, Table 1, Item 1 for all years including the option year(s) will be subtotalled for each column. The Subtotal of columns a), b), c) and d) will be added together, to equal the Total Firm Monthly Bid Price for Grounds Maintenance Services Evaluation.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation **and meet all mandatory technical evaluation criteria** to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders may bid on **either** grounds maintenance **or** snow removal services **or both**, and that each service category will be evaluated separately, and therefore up to 2 contracts may be awarded.



PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, 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.

The Contracting Authority 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 Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required With the Bid

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

5.1.1 Education and Experience – See Annex 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.

5.2 Certifications Precedent to Contract Award and Additional Information

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, the Contracting Authority 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-responsive.

5.2.1 Integrity Provisions – See Annex D

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website.

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Former Public Servant – See Annex D

5.2.3.2 Status and Availability of Resources

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 similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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 the Contracting Authority, 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-responsive.

5.3 Insurance Requirements – See Annex E

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "E".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The policy minimum limits are:

- A) \$2,000,000 Each Occurrence Limit;
- B) \$5,000,000 General Aggregate Limit per policy year, if the policy contains a General Aggregate; and
- C) \$2,000,000 Products/Completed Operations Aggregate Limit. Umbrella or excess liability insurance may be used to achieve the required limits.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

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

The contractor is required to have all Contractor personnel working on site to be security cleared at the level of **Facility Access 1 Clearance (FA-1 Public Access Zone, No-Escort Required)** for trades work (exterior work – Snow Clearing and Removal, and Landscaping) as required, as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

6.2 Statement of Work

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

6.3 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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The proposed period of the contract is for a twenty three (23) period, covering the actual work to be performed for the two (2) Grounds Maintenance Service seasons (June 1st through to October 31st) and May 1st through to October 31st).

In the event the Contract Start Date commences after the first month in either services season, the contract period will be changed to reflect the time frame, based on the Contract Start Date, which will be defined by the Contracting Authority.

The period of the Contract will also be dependent upon whether separate or combined Contracts have been awarded for the Grounds Maintenance Services and/or the Snow Removal Services, based upon the service category bid evaluation results, identified in Section 4.2 – Basis of Selection.



6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional twelve (12) month period(s)**, covering the actual work being performed under each Spring, Summer and Fall season (May 1st to October 31st), and Winter season (November 1st to April 30th), under the same terms and 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.

Canada may exercise this option at any time by sending a written notice to the **Contractor at least thirty (30) calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Termination on Thirty Days' Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Balaski
Title: Procurement & Contracting Officer
Department: Royal Canadian Mounted Police
Directorate: Procurement & Contracting Services Unit
Mailing Address: 11140 – 109th Street, Edmonton, AB, T5G 2T4
Telephone: 780-670-8592
E-mail address: shawn.m.balaski@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. 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 the Contracting Authority.



6.5.2 Project Authority

The Project Authority for the Contract is: [\(The Project Authority will be identified at Contract Award\)](#)

Name: _____
Title: _____
Department: _____
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency 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 the Contracting Authority.

6.5.3 Site Authority

The Site Authority for the Contract is: [\(The Project Authority will be identified at Contract Award\)](#)

Name: _____
Title: _____
Department: _____
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Site Authority is the representative of the department or agency 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 Site Authority, however the Site 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 the Contracting Authority.



6.5.4 Contractor's Representative

The Contractor's Representative responsible for general enquiries and delivery follow-up is:
(The Contractor's Representative will be identified at Contract Award)

Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Price, Grounds Maintenance Services

For the Work described in Part 1 - Grounds Maintenance Specifications, of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.

For the firm price portion of the Work only, 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.

6.7.1.1 Monthly Payment - Annex C, Table 1

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.



6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum.

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.8 Invoicing Instructions

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2) Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment, on the first working day of the following month. The address where the invoices are to be sent to, will be indicated at Contract Award.
- 3) Payment for services rendered will be made within 30 days from receipt of a properly completed invoice.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Bidder to insert the name of the province or territory*).

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The General Conditions 2010C (2017-04-27), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment;
- (e) Annex E, Insurance Requirements;
- (f) Annex H, Security Requirements Check List;
- (g) Appendix A, Cost Estimate Form for Extra Work;
- (h) The Contractor's bid dated _____ (*To be entered at contract award*)

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

6.13 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations



6.14 Insurance – Specific Requirements – See Annex E

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15 Environmental Considerations:

Deliverables:

- a. Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
- b. When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- c. Recycle unneeded printed documents (in accordance with Security Requirements).



ANNEX "A"

STATEMENT OF WORK

Grounds Maintenance Specifications

The Royal Canadian Mounted Police (RCMP) in High Level, AB has a requirement for Grounds Maintenance Services for a twenty-three (23) month period, covering the actual work to be performed for the two (2) Grounds Maintenance seasons, (June 1st through to October 31st) and (May 1st through to October 31st), with the irrevocable option to extend for two (2) additional twelve (12) month periods.

1.0 Contractor's Obligations

- 1.1 The Contractor shall furnish all components, labour, vehicles, plant material (as detailed), products, equipment, tools, sub-contracts, and all other goods and services to provide the following services, which are to be performed in accordance with the terms and conditions of this contract.
- 1.2 The contractor shall ensure the grounds are maintained to a high standard of horticultural practice & cleanliness. Landscaping maintenance should produce an aesthetic, pleasant, and safe environment. Landscaping maintenance and cleaning shall occur as often as necessary to maintain a clean and tidy appearance and promote the healthy growth of all vegetation.
- 1.3 The Work is to be performed with minimum disturbance to building occupants, the public, and the normal use of the premises and business operations.
- 1.4 The Contractor shall provide a quality assurance plan identifying procedures and practices informing the Facility/Property Manager (or designate) of goals/objectives, measurement criteria and reporting mechanisms.

2.0 Hours of Work & Response

- 2.1 The contractor will ensure response to all calls for Grounds Maintenance made by the Facility/Property Manager (or designate) shall be within 2 hours, unless it is one hour prior to the closing of the facility.

3.0 Authorities, Codes & Regulations

- 3.1 Grounds maintenance operations shall meet or exceed any applicable federal, provincial and municipal standards, codes regulations.

4.0 Environmental Standards

- 4.1 The contractor shall ensure that all grounds maintenance operations and procedures are performed with consideration for the environment. The Contractor shall provide environmentally responsible management practices to hazardous substances used in operations specifically with regard to the acquisition, handling, storage, safe use, transportation and disposal of such substances.
- 4.2 All fertilizers, maintenance chemicals and other materials and supplies shall be pre-approved for use by the Facility/Property Manager (or designate). WHMIS data sheets shall be provided to the Facility/Property Manager (or designate) as a prerequisite to obtaining such approval.



4.2.1 Application of Pesticides & Herbicides

All pesticide and herbicide use must comply with Health Canada regulations:
http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_fact-fiche/reg-pesticide/index-eng.php
<http://www.hc-sc.gc.ca/cps-spc/pest/index-eng.php>

4.2.2 Contractors must obtain proper licenses and insurance protection in accordance with the appropriate provincial legislation.

4.2.3 A pesticide application program should be carefully planned to ensure that the appropriate application equipment and methods are used as specified on the label. Pesticide application plan shall meet all local and federal regulations.

4.2.4 Nearby residents shall be notified of date and time of pesticide application. Sign stating the product used, date of application and safe entry time shall be posted on areas of pesticide applications.

4.2.5 Pesticides shall not be sprayed on property adjacent to schoolyards, picnic areas or parks during prime use hours.

4.3 The Contractor shall be responsible to dispose of all refuse in accordance with all applicable regulations and by-laws at approved/licensed landfill sites and all chemical at approved waste sites or through approved disposal contractors.

4.4 All landfill disposal fees and waste handling fees shall be payable by the Contractor.

4.5 No burning of rubbish or debris is permitted on the site.

5.0 Damages

5.1 Any damage caused to the property by the Contractor will be repaired in a timely manner. Any damage that will adversely affect the facility and property operations or safety will be repaired immediately. Costs incurred for repair of damages, as a result of the Contractor's work or negligence, will be the responsibility of the Contractor.

5.2 The Contractor will make themselves familiar with the site. The Contractor will be aware of all obstructions to grounds maintenance operations; undertake to avoid damage to such items; return such items to their proper condition and location should they become damaged because of the grounds maintenance operations, and pay the cost for repair or replacement.

6.0 Personnel & Supervision

6.1 The Contractor is responsible for supplying qualified trained personnel.

6.2 The Contractor shall ensure that the work is competently supervised at all times.

6.3 All employees of the Contractor providing services under the Contract shall have had WHMIS training within one month from the start of the Contract or as required. Documentation of WHMIS training shall be provided to the Facility/Property Manager when requested.



7.0 Equipment Standards

- 7.1 The Contractor shall provide all necessary equipment and tools required to perform all tasks effectively and in a timely manner.
- 7.2 The Contractor is to use safe equipment, suitable for the purpose intended and in good condition. All equipment shall be licensed as required by the authority having jurisdiction. Equipment shall not be left unattended while running. Equipment used to perform the work is not to be kept on the property without written approval from the Facility/Property Manager (or designate).
- 7.3 Maintain equipment properly to prevent leaks and spills of fuels, lubricants, hydraulic fluids or coolants.
- 7.4 Refueling of equipment must be done in a way to avoid any spills entering the environment. This may include the use of containment measures such as tarps/plastic beneath the fill port of the equipment and fuel storage transfer devices which are in good, non-leaking condition.
- 7.5 Store, handle and dispose of fuel, wastes and hazardous waste materials properly and in accordance with all relevant municipal, provincial, and federal legislation.
- 7.6 Contingency plans for the cleanup of spills shall be prepared prior to the commencement of work. Ensure suitable clean up materials are on site. In the event of any reportable petroleum products or hazardous materials spills, the spill must be captured, contained and cleaned immediately and the appropriate authorities must be notified. Ensure emergency contact numbers are available on site.

8.0 Safety

- 8.1 The Contractor accepts responsibility for ensuring the safety of the occupants, users and public while carrying out the Work of the Contract.
- 8.2 All personnel shall wear personal protective equipment meeting all applicable standards and codes.
- 8.3 All equipment must have all guards in place as per manufactures instruction.
- 8.4 The Contractor shall conform to all WHMIS regulations including worker training (documentation of training required, upon request), MSDS lists and product labeling.
- 8.5 The Contractor shall follow all specific safety instructions from the Facility/Property Manager (or designate) and shall supply pylons and warning signs around areas where there may be a danger to the building occupants and users.
- 8.6 The Contractor agrees to ensure that all equipment used in respect to all work performed under the contract will at all times: (1) If used on roadways, be equipped with proper beeper for reverse action. (2) Be licensed by all authorities having jurisdiction. (3) Never be left unattended while running.
- 8.7 The Contractor will ensure that all equipment operators be fully trained, qualified and licensed. The Contractor shall conform to all safety measures respecting personnel, and equipment operation.



9.0 Materials

- 9.1 The Contractor shall supply all materials/supplies required to carry out the work as per Sections 10, 11 and 12 of the Contract.
- 9.2 The Contractor shall provide “green” products wherever possible and practical to carry out the work.
- 9.3 All product labeling shall be in accordance with WHMIS standards.
- 9.4 The Contractor shall keep a minimum inventory of all supplies needed in the daily course of the work. The minimum inventory shall also consider emergency and/or contingency supplies and materials.
- 9.5 The materials supplied, if necessary, are to meet at a minimum the following standards:

9.5.1 Topsoil:

Friable loam, neither heavy clay nor very light sandy nature containing minimum of 4% organic matter for clay loams and 2% for sandy roots, sod, stones, foreign objects. Acidity range (PH) of 5.5 to 7.5. Topsoil containing crabgrass, couch grass or other noxious weeds is not acceptable.

9.5.2 Peat Moss:

Decomposed plant material, fairly elastic and homogenous free of decomposed colloidal residue, wood sulphur and iron, and of brown colour containing minimum of 60% organic matter by weight mass and moisture content not exceeding 15%. Shredded particles may not exceed ¼” (6 mm) in size. Minimum PH value of peat 4.5, maximum 6.0.

9.5.3 Sand:

Hard, granular natural beach sand, well washed and clean of impurities, chemical or organic matter.

9.5.4 Fertilizer:

Use environmental friendly (green) type products with a rating of 10-6-4 or 7-7-7 at a rate of 12 kilograms per 100 square meters in early spring and a supplementary application of 7 kilograms per 100 square meters about the end of August.

9.5.5 Lime:

Ground agriculture limestone containing not less than 85% of total carbonates.

9.5.6 Bone Meal:

Raw bone meal, finely ground with minimum analysis of 4% nitrogen and 20% phosphoric acid.

9.5.7 Grass Seed:

To Federal and Provincial seed laws and having minimum germination of 75% and minimum purity of 97%. Deliver grass seed in original containers showing: analysis of seed mixture, percentage of pure seed, year of production, net mass, date when bagged and location, seed mixture.



9.5.8 Nursery Sod:

Especially sown and cultivated in nursery field as turf grass crop containing maximum 2% of other grass species or clover than variety specified and maximum 2 broad leaf weeds and 10 other weeds within 40m² area. Thickness of sod soil portion 1" (25 mm) maximum. Sod with soil visible when grass is mowed to 2- 1/2" (63 mm) is not acceptable.

9.5.9 Mulch:

Wood chip mulch. Chips obtained from hardwood trees should be free of bark, small branches, leaves, etc. Chips must vary in overall size from 2"-3" (50 – 70 mm) and be 3/16" – 3/4" (5 mm – 20 mm) thick in order to match existing mulch. There is a mandatory inspection, and re raking if necessary, within 24 hours of all mulch applications

9.5.10 Tree Stakes:

T-rail iron stakes 1-1/2" X 1-1/2" x 3/16" (40 mm x 40 mm x 5 mm) primed with one brush coat of black zinc rich paint to CGSB 1-CP-181.

9.5.11 Wound dressing:

Horticulturally accepted, non-toxic, non- hardening emulsion.

10.0 Annual Cleanup

10.1 Upon award of contract, the Contractor is to complete cleanup prior to commencing other work.

10.2 Lawns

10.2.1 Rake lawn areas and remove dead vegetation, leaves and debris.
Do heavy raking on areas with "snow mold"

10.2.2 Lightly roll areas where grass plants have lifted due to frost action.

10.2.3 Aerate all areas where soil has been compacted through pedestrian traffic or other causes. Use aerating equipment, which extracts earth plugs from soil.

10.3 Planting Beds

10.3.1 Clean flowerbeds, shrubs borders and planters of debris and dead plant material. Trim grass edges around planting beds neatly in lines as in original layout.

10.3.2 Clean shrubs, beds and planters of debris and dead plant material. Remove existing mulch, loosen and cultivate soil lightly without disturbing roots below the surface.

10.3.3 Plant new annual beds. The contractor will replace, at no cost to RCMP, any annuals that die due to negligence of the contractor.

10.3.4 Supply and spread 1-3/16" (3 cm) of hardwood mulch over scrub bed areas.



11.0 Maintenance

11.1 Mowing of Lawn Areas

- 11.1.1 Cut grass at a height of 2-1/2" (63 mm). Use equipment in good working order and with sharp cutting blades. Remove grass clippings from lawn. Hand trim or use edger for grass adjacent to buildings, pavement, trees, fences, mowing strips, etc. Trim grass edges around planting beds neatly in lines as in original layout.
- 11.1.2 Lawn cutting operations include picking up and disposing of paper and refuse accumulated on landscape areas
- 11.1.3 Contractor shall submit schedule of cutting operations and commence lawn mowing as per approved schedule. Lawn mowing operation must be continuous and completed within reasonable period.
- 11.1.4 All clippings are to be removed from all sidewalks, walkways and any other "hard surface" where clipping may have accumulated

11.2 Fertilizing Lawn Areas

- 11.2.1 Use mechanical spreading equipment. Check calibration to ensure specified rate is spread evenly. Water immediately after fertilizing to obtain moisture penetration of 1-1/2" to 2" (40mm- 50mm). Rectify uneven spreading as soon as it becomes apparent. Spread additional fertilizer over areas affected.
- 11.2.2 Fertilize grass areas during the growing season as required.

11.3 Cultivating Planters and Beds

- 11.3.1 Cultivate to keep top layer of soil loose, friable and free from weeds when required. Any operation must be continuous and without interruption.
- 11.3.2 Cultivate top 2" to 3" (50mm to 75 mm) of flowerbeds, planters and soil areas around trees and hedges.
- 11.3.3 Remove weeds including their roots. This is to include all sidewalks and walkways on the property.
- 11.3.4 Take care not to damage roots of shrubs or flowers. Use small hand tools for flower borders and areas of closely planted shrubs.
- 11.3.5 Collect and dispose of paper and refuse. Remove dead plants, leaves, branches, dead flowers and seedpods.
- 11.3.6 Clean areas that are covered with mulch by hand. Loosen top layer of mulch without mixing with soil underneath.

11.4 Fertilizing Plant Material

- 11.4.1 Apply fertilizer in early summer at a rate of 50 g/mm of caliper per tree and 0.5 kg per individual shrub.
- 11.4.2 Drill holes 1 ft to 1 ½ ft (0.3 to .04 m) deep starting at drip line of branches and working towards trunk. Make holes every 2.5 ft (0.1 m2) and divide required fertilizer over holes. Water well.
- 11.4.3 Mix 15 kg/100 m2 of bone meal in top 0.2 mm and apply fertilizer at rate of 12 kg/100 m2 surface of flower and shrub beds.



11.5 Watering

- 11.5.1 Base cost of this work on five (5) applications of water on trees, per growing seasons.
- 11.5.2 Water will be supplied at each facility for this purpose. The Contractor is to become familiar with location of irrigation system, water supply, water outlets and/or pumping equipment required.
- 11.5.3 The Contractor is to supply hose and sprinklers required for watering operations. If an irrigation system is available, the irrigation system can be used.
- 11.5.4 Areas of no irrigation system.
- 11.5.5 Watering: Apply sufficient water per application to obtain moisture penetration of 3" to 4" (75mm to 100mm). Apply water in soft spray to avoid running of water and return to those areas until moisture penetration has been reached. Do not impede use of sidewalks and other paved areas. Apply sufficient water during growing season to ensure continuous healthy growth.

11.6 Pruning

- 11.6.1 Prune during dormant season but not during heavy frost. Prune evergreens in spring before start of new growth. Prune heavy bleeders such as birch or hard maple when in full leaf. Prune the previous year's growth of flowering shrubs only after blooming.
- 11.6.2 Use clean sharp tools. Make cuts flush with main branch with a smooth and sloping action to prevent accumulation of water on cut. Do not leave little stumps on trunks or main branches. Remove dead and injured branches and branches that rub together causing damage to bark.
- 11.6.3 Thin out crown of trees and/or shrubs without changing their natural shape or habitat. Do not damage lead branches.
- 11.6.4 Remove smaller branches at juncture of limb from which they originate or cut at twig or bud pointing outward. Undercut larger branches to prevent tearing of bark.
- 11.6.5 Give large cuts and damaged parts coating of wound dressing.
- 11.6.6 Remove 25% of old branches from "leggy" shrubs. Cut close to ground to force production of new shoots from base.
- 11.6.7 Trim hedges to produce sloping sides with bottom cross section slightly wider than top. Depending on variety, trim sufficiently to produce dense, smooth surface of foliage. After blooming, prune flowering hedges by removing individual older branches to keep size of hedge under control.

12.0 **Winter Preparation**

- 12.1 Rake leaves frequently during the autumn season, until the trees have completely shed them. Remove fallen leaves from site.
- 12.2 Take protective measures for all perennial plants, flowers, or shrubs to ensure survival over winter.
- 12.3 Clean out all catch basins and ditches. Check all areas for surface drainage. Correct grades where Spring/Summer/Fall drainage might be hampered.



ANNEX B

MANDATORY TECHNICAL CRITERIA

GROUNDS MAINTENANCE SERVICES.

NOTE: Bidders must provide Annex B Table 1a, and supporting documentation & data in accordance with Table below for Grounds Maintenance Services.

Bids without support data attached will be considered non-responsive and no further consideration will be given.

Complete below by circling (YES or NO) as applicable and clearly label all attached supporting documentation & data with the appropriate Requirement Description Item # (Example: M1.1, M2.2 etc.)

Item	Table 1 - Grounds Maintenance Services - Mandatory Technical Criteria	Meets / Supporting Data Attached & Labelled
M1	<p>Contractor Experience and Past Performance:</p> <p>To be considered for the Grounds Maintenance Services requirement, the Bidder must provide the following evidence of experience and past performance:</p> <p>M1.1 Confirmation of two (2) separate Landscaping Grounds Maintenance Services projects or contracts must be provided, <u>similar to the services identified in the Statement of Work, Annex A, Part 1</u>. Each project or contract must be for a duration of at least two (2) consecutive years (Spring, Summer & Fall seasons) within the last five (5) year period.</p> <p>M1.2 For each project or contract above, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> - Name of the client organization or company. - Reference contact name, title, telephone number and/or email. - Location and address of the project or contract. - Provide a description of the project or contract. - Performance period of the project or contract identified by the start date, (day, month and year) and the completion date (day, month and year). <p>The RCMP reserves the right to use this information to substantiate experience and performance.</p>	<p>YES / NO</p> <p>(Attach and Label confirmation as M1.1)</p> <p>(include M1.2 information within both confirmations)</p>
M2	<p>Assigned Supervisor Experience / Qualifications:</p> <p>To be considered for the requirement, the Bidder:</p> <p>M2.1 Must ensure and confirm that a full time supervisor is available throughout the duration of the contract.</p> <p>M2.2 Must provide the name of the assigned supervisor, title, telephone number and/or email for this contract.</p>	<p>YES / NO</p> <p>(Attach & Label supporting data as M2.2)</p>



ANNEX C
BASIS OF PAYMENT

Bidder's Pricing – GROUNDS MAINTENENACE SERVICES:

Note: Annex "C" must be completed in its entirety, including option years, for chosen bid submission or the tender/bid will be considered non-responsive and will not be evaluated.

- Prices are firm.
- Prices are to include the complete cost of performing the work under this contract.
- Firm Prices are in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

(Evaluation of Price is defined in Section 4.1.2 Financial Evaluation)

In order for a bid to be deemed responsive for Grounds Maintenance Services, the bidder must complete in full the Table below, providing a firm all-inclusive lot price per month including labour, supervision, material, transportation, equipment, overhead, profit and all related costs (GST/HST excluded) for Grounds Maintenance Services in accordance with Annex A, Part 1.

Table 1 – Grounds Maintenance Services

	Column A	Column B	Column C	Column D
Month	First 12 Month Period – Spring/ Summer/Fall Seasons - May 1st through October 31st	Second 12 Month Period – Spring/ Summer/Fall Seasons - May 1st through October 31st	Option Period 1 – 12 months Spring/ Summer/Fall Seasons - May 1st through October 31st	Option Period 2 – 12 months Spring/ Summer/Fall Seasons - May 1st through October 31st
May	N/A	\$_____ /month	\$_____ /month	\$_____ /month
June	\$_____ /month	\$_____ /month	\$_____ /month	\$_____ /month
July	\$_____ /month	\$_____ /month	\$_____ /month	\$_____ /month
August	\$_____ /month	\$_____ /month	\$_____ /month	\$_____ /month
September	\$_____ /month	\$_____ /month	\$_____ /month	\$_____ /month
October	\$_____ /month	\$_____ /month	\$_____ /month	\$_____ /month
SUBTOTALS (each column)	a) \$ _____	b) \$ _____	c) \$ _____	d) \$ _____
Total Monthly Bid Price for Grounds Maintenance Services For Evaluation = Subtotals a) + b) + c) + d) =				1. \$ _____



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Integrity Provisions

BIDDER'S INFORMATION

As per the new Integrity Regime within the Federal Government the following information is required from all vendors prior to contract award.

Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the quote but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the vendor 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 quote to be non-responsive.

Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html>), the Vendor must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Individual Corporation Joint Venture

Legal Business Name: _____

Alternate Name: _____
(Name that your company is operating under if different from Legal Business Name.)

Address: _____

City/Province: _____

Postal Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

GST or Business or SIN # _____

The entire BN or GST has 15 characters. (Ex: 123456789 RT0001)

Complete list of name(s) of your Board of Directors or Owners, as applicable:

Complete Name	Please indicate if they are a Board of Director or Owner:



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

2. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. An individual;
- b. An individual who has incorporated;
- c. A partnership made of former public servants; or
- d. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"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.

"Pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

a) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. Name of former public servant;
- b. Date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

b) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. Name of former public servant;
- b. Conditions of the lump sum payment incentive;
- c. Date of termination of employment;
- d. Amount of lump sum payment;
- e. Rate of pay on which lump sum payment is based;
- f. Period of lump sum payment including start date, end date and number of weeks;
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



ANNEX E

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act, S.C. 1993, c. J-2](#), s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX F

BIDDERS INFORMATION

General Enquiries / Delivery Follow-up

Please enter name and telephone number of the person responsible for general enquiries and delivery follow-up:

Legal Business Name: _____

Alternate Name: _____
(Name that your company is operating under if different from Legal Business Name.)

Address: _____

City/Province: _____

Postal Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Business or GST# _____

The entire BN or GST has 15 characters. (Ex: 123456789 RT0001)

Please note: If you do not have a GST# or Business# your SIN # is required below.

SIN# _____



ANNEX G

BID SUBMISSION CHECKLIST

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bid Receiving / Réception des soumissions
Royal Canadian Mounted Police /
Gendarmerie royale du Canada,
Procurement & Contracting Services /
Service des acquisitions et des marchés
Bid Receiving Unit /
Groupe de réception des soumissions,
5th Floor / 5e étage,
10065 Jasper Avenue NW /
10065 Avenue Jasper N.O.
Edmonton, AB T5J 3B1

Ensure the following pages are completed in full and attached:

- Front Page of Invitation to Tender document – signed & dated
- Front Page of Amendment document(s) (if applicable) – signed & dated
- Annex B - Mandatory Technical Criteria Tables and Supporting Documentation
- Annex C - Basis of Payment – must be completed in full (all tables)
- Annex D - Certifications
- Annex F - Bidder's Information

Ensure you include all costs of doing business in your bid price.

(*Including insurance requirements – Annex E)



ANNEX H

SECURITY REQUIREMENTS CHECK LIST

The attached document is for information purposes only