



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

Bid Receiving/Réception des soumissions

Front Desk, "E" Division Headquarters  
14200 Green Timbers Way  
Surrey, BC V3T 6P3

By Mail/Par courrier :  
Mailstop # 1004  
14200 Green Timbers Way  
Surrey, BC V3T 6P3

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal 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.

Proposition 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE  
EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Grounds Maintenance and Landscaping		<b>Date</b> January 5, 2018
<b>Solicitation No. – N° de l'invitation</b> M2989-7-0322A		
<b>Client Reference No. - No. De Référence du Client</b> M2989-7-0322		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14 : 00	PST (Pacific Standard Time) HNP (heure normale du Pacifique)
<b>On / le :</b>	February 14, 2018	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Addresser toute demande de renseignements à</b> Daphne Yu – <a href="mailto:daphne.yu@rcmp-grc.gc.ca">daphne.yu@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 778-290-2807		

<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



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## 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;
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. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

### 1.2 Statement of Work

The Work to be performed is detailed in Article 6.2 of the resulting contract clauses.

### 1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- [Ta'an Kwach'an](#)
- [Kwanlin Dun](#).

### 1.4 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.

### 1.5 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](mailto: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](http://www.opo-boa.gc.ca).

### 1.6 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).



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## **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: 60 days  
Insert: 120 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.

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 British Columbia.



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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 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](mailto:corporate_accounting@rcmp-grc.gc.ca)

## 2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **4100 4th Ave, Whitehorse, YT Y1A 1H5** on **18 January 2018**. The site visit will begin at **10:00 PST**, in **reception in the Headquarters building**.

Bidders must communicate with the Contracting Authority no later than **one (1)** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation



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## **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 (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

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**

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**

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

**4.1.1.1 Mandatory Technical Criteria**

Any proposal that fails to meet the following Mandatory Requirements will be deemed non-compliant and will not be given further consideration. The following mandatory criteria will be used in evaluating the proposals:

<b>Mandatory Criteria</b>	<b>Met/Not Met</b>	<b>Comments</b>
<b>M1:</b> The bidder attended the mandatory site visit.		
<b>M2:</b> The bidder must demonstrate that the firm has been in lawn mowing and grounds maintenance business for at least (5) years.		
<p><b>M3:</b> The bidder must have at least <b>two</b> lawn mowing and grounds maintenance project experiences in the <b>last 3 years</b>.</p> <p>Provide the following information for each example:</p> <ul style="list-style-type: none"> <li>a) Name of two projects</li> <li>b) A short description of each one</li> <li>c) The company's responsibilities in each</li> <li>d) The project duration</li> <li>e) The project value</li> <li>f) The name(s) of the client for whom the work was performed.</li> </ul>		





**4.1.1.2 Point Rated Technical Criteria**

Point rated criteria	Scores		Where in your proposal is this information?	
			Evaluation committee's written comments	
R1: Understanding of the context and objectives	Max (19)	Min (7)	Strengths	Weaknesses
<p>In response to the SOW, the bidder should provide a plan that demonstrates their understanding of the service requirements.</p> <p>Points will be awarded as follows:</p> <ol style="list-style-type: none"> <li>1. Team composition in response to the Statement of Work (2 points)</li> <li>2. Use of Environmentally Friendly products (Provide a minimum of two examples) (2 points)</li> <li>3. Constraints and understanding of the Whitehorse environment and community (2 points)</li> </ol>	6	2		
R2: Depth and Years of Experience	Max	Min		
<p>The bidder should demonstrate that the number of years of experience they have in lawn mowing and grounds maintenance services.</p> <p>Scoring Details: 1 point for each in additional to 5 years of mandatory experience</p> <p>E.g.</p> <ul style="list-style-type: none"> <li>- 6 years = 1 point</li> <li>- 7 years = 2 points</li> <li>- Up to 5 points maximum</li> </ul>	5	0		
R3:				
<p>The bidder should demonstrate that the main proposed resource (lead hand) has experience in overseeing a crew of groundkeepers in lawn mowing and grounds maintenance services within the past five years.</p>	8	5		



<p><u>1. Please provide a resume/CV</u></p> <p>Resume/CV should have the following information:</p> <ul style="list-style-type: none"> <li>▪ Name of resource; (1 point)</li> <li>▪ Property where services performed; (1 point)</li> <li>▪ Work experience (“From” and “To” dates – Month &amp; Year); (1 point)</li> <li>▪ Type of services performed. (1 point)</li> </ul> <p><u>2. Years of experience</u></p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• 1 to 2 years* of experience = 2 points</li> <li>• 3 to 4 years* of experience = 3 points</li> <li>• More than 5 years* of experience = 4 points</li> </ul> <p>*Years of experience are defined as any twelve month period – bidders are advised that the years of experience listed in their bid/offer whose timeframe overlaps that of another will only be counted once.</p>				
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**4.1.2 Financial Evaluation**

Bidders must submit a Financial Bid in accordance with Annex “B” Basis of Payment.

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

From Basis of Payment Table in Annex “B”,

Table 1.a  
A + B = \$ \_\_\_\_\_

Table 1.b (Firm Hourly Rate)  
C + D = \$ \_\_\_\_\_

Table 2.a  
E + F + G = \$ \_\_\_\_\_

Table 2.b (Firm Hourly Rate)  
H + I + J = \$ \_\_\_\_\_

**Bid Evaluated Price = A + B + C + D + E + F + G + H + I + J = \$ \_\_\_\_\_**



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#### **4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

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 points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 7 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 19 points.
2. Bids not meeting (a) or (b) or (c) and (d) 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.



## **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 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.

#### **5.1.1 Integrity Provisions**

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

#### **5.1.2 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](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](#)" list at the time of contract award.

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten (10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.



### 5.1.3.2 Insurance - Proof of Availability Prior to Contract Award

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 "D".

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.

### 5.1.3.3 Former Public Servant – Competitive Bid

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.

#### **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



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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**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.

**5.1.3.4 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.

**5.1.3.5 Education and Experience**

- 5.1.3.5.1**      *SACC Manual* clause A3010T (2010-08-16) Education and Experience



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## 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

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

6.1.1 The Contractor personnel must hold an RCMP Facility Access Level 1 Status, granted or approved by the RCMP. Escort required only when contractors are accessing Operational zones and secured areas. Security and high security zones are not permitted.

- Refer to Annex "C" where the SRCL is provided.

6.1.2. The Contractor must advise front desk when on site and MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

### 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 Work is to be performed during the period of April 1, 2018 to March 31, 2020.

#### 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 three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- [Ta'an Kwach'an](#)
- [Kwanlin Dun](#).

### 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: Daphne Yu  
Title: Procurement Officer  
Royal Canadian Mounted Police  
Address: Mailstop#901 - 14200 Green Timbers Way, Surrey, BC V3T 6P3  
  
Telephone: 778-290-2807  
E-mail address: daphne.yu@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: ***(To be specified at contract award)***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
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 Contractor's Representative ***(To be specified at contract award)***





## 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B." Customs duties are included and Applicable Taxes are extra.

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, if applicable, in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### 6.7.2 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.

### 6.7.3 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design 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% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided 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.

### 6.7.4 Monthly Payment

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.

#### **6.7.5 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

#### **6.8 Invoicing Instructions – Maintenance Services**

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

- b. The Contractor must distribute the invoices and reports as follows:  
The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy of the invoice and monthly maintenance report must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **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 British Columbia.

#### **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 (2016-04-04) - Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Commercial General Liability Insurance;
- (g) the Contractor's bid dated \_\_\_\_\_. (*To be specified at contract award*)



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## 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](mailto: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](mailto:boa-opo@boa-opo.gc.ca).

## 6.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “D”. 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.

## 6.14 SACC Manual Clauses

A9068C (2010-01-11) - Government Site Regulations  
A0285C (2007-05-25) - Workers Compensation



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## **ANNEX "A" - STATEMENT OF WORK**

### **1.0 TITLE: Grounds Maintenance and Landscaping**

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#### **1.1 BACKGROUND**

The Royal Canadian Mounted Police has a requirement for Grounds maintenance and Landscaping services at the M Division Whitehorse Detachment/compound. The work covered under this Service Contract comprises the furnishing of all labor, materials, tools, and equipment required to provide grounds maintenance and landscaping services at the M Division Whitehorse Detachment/compound, when requested and as specified herein. This Service Contract will be required from April 1, 2018 to March 31, 2020 starting each respective Spring, Summer, and Autumn, with three, one-year options to renew.

The RCMP M Division Whitehorse Detachment Compound consists of the following buildings detailed in section 9:

1: Compound approx. 1.5 Hectares consisting of parking lot and 2 buildings (Small building - Stores, Large Building - Multi-purpose Building adjacent to C)

A: Headquarters Building

B: Duplex Building – FIU

C: Duplex Building – TQ

D: Duplex Building -Office, adjacent to: Vehicle Lot

#### **1.2 CONTRACTOR QUALIFICATIONS**

- a) All equipment and trimmer operators must be trained in the proper operation of the Contractors grass cutting machinery and equipment.
- b) All personnel performing the contract work must be trained in proper fueling methods, spill control and mandatory use of personal protective equipment.
- c) The Contractor must be registered with the Workers Compensation Board of Yukon and maintain a Workers Compensation number in good standing. (Please see SOW 11.a)

## **2. REQUIREMENTS**

### **2.1 General Requirements**

- a) The Contractor or its proposed resource must communicate on-site weekly with the Project Authority, the RCMP, as to the condition and standard of work and associated issues.
- b) The Contractor must keep clean of any vegetation on all walkways, along buildings, roadways, all areas of the compound (as outlined in Statement of work). This includes weeds, bark, leaves, branches, berry, bloom, clippings and garbage debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Project Authority.
- c) The use of top dressing such as wood mulch is at the discretion of the Project authority and a sample must be provided for examination prior to any application.



- d) The Contractor must dress garden beds and lawns with suitable topsoil yearly.
- e) The Contractor must advise the Project Authority of the LEAD HAND'S telephone number or location at which they or their representative may be contacted at all times.
- f) Normal hours of work will be from 08:00 to 17:00 Monday to Friday.

#### **Tools and equipment**

- g) The Contractor must supply all labour, equipment, and tools as required to perform the grounds maintenance and landscaping duties. This includes, but not limited to, equipment for transporting vegetation and equipment.
- h) The Contractor is responsible for storage of its own equipment, materials, or supplies. No provision for secure and non-secure storage will be provided.
- i) The Contractor must ensure that all equipment is in good working condition and equipped with well-maintained safety guards and safety devices.

#### **Disposal of yard waste**

- j) All yard waste from grass mowing and brush clearing/trimming, including cut grass and fallen branches/leaves, must be picked up by the Contractor and disposed of in accordance with the Municipal waste management legislation. (Please see SOW 11.b)
- k) The Contractor shall ensure that all hazardous materials handled, managed and transported are disposed of in accordance with applicable Municipal waste management legislation. (Please see SOW 11.b)

#### **General Site Maintenance**

- l) The Contractor must maintain a tidy appearance to the site at all times.
- m) The Contractor must prevent grass and weeds in areas of the site not in lawn or flower beds.
- n) The Contractor must monitor the site semi-weekly and/or as necessary, removing weeds, grass and other debris, such as paper that may have blown on to the site, which consists of both sides of the fences.
- o) The Contractor must maintain all areas located within the compound, which will consist of maintaining all weeds, including along all buildings and parking lots, all lawns, trees, shrubs and flowers on the compound.

## **2.2 Tasks**

### **2.2.1 Plants/Flower Beds**

- a) Prior to planting plants/flowers, the contractor must prepare flowerbeds for planting:
  - Refill the flower beds to eight inches (8") over above the wall surrounding the flower beds.
  - Add new soil or screen the old soil to remove all dandelions and other weeds.
  - Mix sufficient bails of peat moss into the top soil on each flower bed prior to placing bedding plants.



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- Remove all shrubbery and replace any displaced soil in the flower beds.
  - Add 1" white rock as required to the "M" in the flower bed.
  - The "M" should be well maintained for weed control.
- b) The Contractor must service flower beds weekly by removing any and all weeds that appear.
  - c) The Contractor must water flower beds semi-weekly and/or as necessary.
  - d) The Contractor must control underbrush at all times.
  - e) The Contractor must water and tend planters and gardens regularly as needed to assure neat and healthy appearance.
  - f) The Contractor must clear spent annual/perennial flower stalks on all beds and planters. Perennial plants and bulbs are not to be removed from beds/ planters. Weeding shall be performed as needed.

### **2.2.2 Lawns**

The Contractor must:

- a) Cut lawns as required and maintain grass at a height of 1-1/2" to 2-1/2".
- b) Limit aerating of lawns to once per year.
- c) Keep lawns clear of leaves, branches and tree limbs.
- d) Cut and trim all lawn areas as required but not less than once a week.
- e) Water all lawn areas adequately semi-weekly and/or as necessary.
- f) Trim and edge grass and weed growing at border edges, along plant beds or around tree bases if applicable.
- g) Bag and remove grass clippings from the site.
- h) Rejuvenate the lawn area by raking up old dead grass and leaves, removing old growth, branches, paper, debris, etc.
- i) Trim any weed growth between paver blocks and along perimeter of buildings and around equipment.
- j) Remove all weeds and eradicate weeds with an application of weed killer suitable for the elimination of weeds common to this area.
- k) Apply fertilizer (10-6-4 or 7-7-7) at a rate of 12 kilograms per 100 metres square at the start of the contract (approximately May 1) and a supplementary application of 7 kilograms per square metre about August 1 each year.
- l) Regardless of existing ground conditions, all areas shown on Annex "A" are to be mowed and trimmed by the Contractor. Where areas are inaccessible to operator mounted equipment, hand mowers, trimmers, or other equipment will be used to produce a satisfactory end result. The Contractor's equipment must be capable of traversing rough or uneven terrain that exists within the area to be cut.



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### 2.2.3 Shrubs

**The Contractor must:**

- a) Prune and shape shrubs to produce dense, smooth foliage.
- b) Cultivate the soil around shrubs and add peat moss and mulch to control evaporation and restrict weed growth.
- c) Fertilize, as required, to sustain healthy growth.
- d) Remove weeds around shrubs as required.
- e) Water all shrubbery weekly.
- f) Spray shrubs to control pests, disease and fungi.
- g) Replace shrubbery that fails to sustain a healthy growth and appearance.
- h) The contractor must prune all shrubbery (under 18' in height) annually.
  - An example, Lilac bushes located on both sides of the building A.

### 2.2.4 Trees

**The Contractor must:**

- a) Clear away weekly all branches, leaves, etc. that may be shed from the poplar and spruce trees on the site.
- b) Remove bottom branches on the spruce trees to a height of three (3) feet to facilitate clean up and cutting of grass around the trees.
- c) Fertilize and spray trees to promote growth and healthy trees and to deter any pests common or found to be detrimental to the trees.
- d) Prune trees (under 18' in height) annually.

### 2.2.5 Annual Spring Start Up

- a) The Contractor must supply 700 dozen assorted mixture of annual plants examples such as Alyssums, Brachycomes, Marigolds, Nasturtium, Snapdragons, Schizanthus, Pansy, Comos, Cabbage, Mesembrianthemums, Dusty Miller, Dahlias, Stocks, Sweet peas. Types and amounts of each plant to be supplied will be determined in consultation between the RCMP Project Authority and the Contractor prior to planting of annual plants.
- b) The Contractor must prepare planting and preparation of flowers and beds before planting annual plants.
- c) The Contractor must clean-up winter debris including leaves, prune, or remove & replace any shrubs, bushes or other plants that may have died over the winter. This work must be done in consultation with the Project Authority.



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### 2.2.6 Winter Preparation/Clean-up

- a) During the period of October 1st to 15th of any year, the Contractor must clear spent annual flowers and perennial flower stalks on all beds and planters. Perennial plants and bulbs are not to be removed from beds/ planters, leaving the beds in a clean, level state. The date is to be confirmed in consultation with the Project Authority.
- b) The Contractor must leave the lawns cut and raked clear of grass, leaves, and all debris.
- c) Winter Preparation/Clean-up is to be done each October in agreement with the Project Authority but shall be completed by no later than Oct. 31st of each year.

### 3 SITE ORIENTATION

- a) The Contractor must ensure that all contractors' employees do work in accordance to Worker Compensation Branch (WCB) regulations.
- b) The Contractor must provide all necessary protective measures to maintain the security of the work site.
- c) The Contractor must provide all necessary protective measures to ensure the safety of the public and other persons on or adjacent to the work site.
- d) Contractor and all Contractors' employees must understand and comply with all safety procedures and requirements when using lawn equipment on hillsides.
- e) The Contractor must ensure that all Contractors' personnel involved in performing the contract work must be familiarized with the site orientation prior to commencing any work activity at this facility.
- f) The Contractor is responsible to ensure that all their employees are provided Personal Protective Equipment (PPE) necessary to perform all work.
- g) The Contractor must ensure that all gas engines have appropriate mufflers in good condition.
- h) The Contractor must use proper eye/face protection when using weed eaters and leaf blowers.
- i) The Contractor must operate all equipment in a safe manner to prevent vegetation and soil materials from impacting on vehicles, buildings and pedestrians.
- j) The Contractor is responsible for any injuries or damage caused by the misuse or inadequate safety equipment.
- k) The Contractor must keep gasoline used for landscape machinery in containers specifically design for gasoline dispensing. The containers must be properly labelled indicating the contractor's company's name and the contents within the container (e.g.: Zebra Landscaping, Gasoline, mixed ratio 20/1). The containers must have proper dispensing spouts and seal/ vent caps.
- l) The Contractor must ensure that all flammable containers (gasoline) are not left unattended or placed on roadways or walkways.
- m) The Contractor must take all necessary precautions to protect and prevent damage to all vehicles, trees, structures, surrounding property and installations. Damage to property and installations caused by the Contractor will be repaired without delay to the satisfaction of the Project Authority. Damage to any vehicles will be the Contractor's responsibility.





- n) Contractor and all Contractors' employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan. (Please see SOW 11.c & 11.d)

#### **4 WATER USAGE**

- a) The Contractor must ensure that water used for maintaining the vegetation must be controlled in a manner that supports conservation. Sprinklers must be adjusted by the Contractor to assure maximum effectiveness. No over spray onto roadways and walkways is allowed. The Contractor must have an understanding that seasonal and daily weather changes will reflect on the need for water application. The Contractor must assure that the watering program is managed to accommodate these changes so that unnecessary application of water is controlled. No overnight watering.
- b) The Contractor is to supply any water hoses required at their own cost. End devices such as spray nozzles are the responsibility of the Contractor to supply and maintain for watering of the horticultural areas.
- c) The Contractor must take care to prevent water from being sprayed against any building or public accesses.

#### **5 EMERGENCY WORK REQUESTS FOR FORCE MAJEURE EVENTS**

- a) The Contractor shall provide the services detailed in Annex "A", when requested.

#### **6 ACCEPTANCE CRITERIA**

- a) The Grounds Maintenance and Landscaping Service will be performed to the complete satisfaction of the Project Authority.
- b) The Contractor will provide an invoice with a monthly list of work completed.
- c) If services provided are deemed unsatisfactory, Project Authority will contact the Contractor in writing and request that acceptable corrective actions be taken immediately. All costs incurred by the Contractor to correct the situation shall be borne by the Contractor.

#### **7 CONSTRAINTS**

- a) The Contractor must not allow use any control vegetation which is an environmental contaminant.
- b) The Contractor must use "Environmentally Friendly" products. e.g. by using Green Seal, EcoLogo, etc.

#### **8 SUPPORT PROVIDED BY CANADA (RCMP)**

- a) The RCMP is responsible to provide easy access to the site for the Contractor to carry out his/her work.
- b) Prior to beginning the contract, Project Authority will provide the Contractor a site orientation.
- c) RCMP can provide temporary electric power and water as required to complete the work.



- d) Project Authority will inspect the work to ensure that the level of service is consistent with the standards of acceptance.

## 9 LOCATION

The work must be conducted at the following address:

RCMP M Division  
4100 4th Ave, Whitehorse, YT Y1A 1H5

- Size of Compound is 1.5 Hectares consisting of 6 buildings, 4 lawns. 3 parking areas, approx. 6 flower beds around Building A

Areas of works:



### 1 - RCMP Compound

**A - Headquarters:** Front and side lawns. Flower beds/ shrubs in front, and flowers along front walk, M flower bed in front of building. Shrubs/ flower beds by Visitor Parking, shrubs along 4<sup>th</sup> avenue and along building to the side closest to the entrance. Bushes along fence between RCMP and T&M motel

**B – Duplex FIU:** Lawn

**C – Duplex TQ/Office:** Lawn

**D – Duplex District:** Lawn

## 10 TRAVEL REQUIREMENTS



- a) There will be no travel allowances.

## 11 REFERENCES

- a) Workers Compensation Board of Yukon  
<https://wcb.yk.ca/>
- b) City of Whitehorse Business Disposal  
<http://whitehorse.ca/departments/environmental-sustainability/waste-diversion/businesses-851>
- c) Yukon Workers' Compensation  
<http://yukonregs.ca/RegsPublic/>
- d) Yukon Government Acts and Regulations  
[http://www.gov.yk.ca/legislation/legislation/page\\_o.html](http://www.gov.yk.ca/legislation/legislation/page_o.html)



**ANNEX "B" – BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following basis of payment for deliverables received per Annex "A," pursuant to the contract. All prices are in Canadian dollars, FOB Destination, Customs duties and exercise taxes included if applicable, Applicable Taxes excluded.

Incoterms 2010 "Delivered Duty Paid (DDP)" - 4100 4th Ave, Whitehorse, YT Y1A 1H5

Each item specified in the Firm Lot Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

**Initial Contract Periods**

**Table 1.a – Firm Lot Price**

Description - Detailed in Annex "A"	APRIL 1, 2018 to MARCH 31, 2019 Firm Lot Price	APRIL 1, 2019 to MARCH 31, 2020 Firm Lot Price
Annual Spring Clean Up		
Grounds Maintenance and Landscaping – May		
Grounds Maintenance and Landscaping – June		
Grounds Maintenance and Landscaping – July		
Grounds Maintenance and Landscaping – August		
Grounds Maintenance and Landscaping – September		
Winter Preparation/Clean-Up		
<b>Total \$</b>	<b>A</b>	<b>B</b>

**Table 1.b – Firm Hourly Rate**

Description: Emergency Work Requests for force majeure events	Firm Hourly Rate	Firm Hourly Rate
Emergency Grounds Maintenance and Landscaping		
<b>Total \$</b>	<b>C</b>	<b>D</b>

**Table 1.c – Cost reimbursement with no fee**

This basis of payment provides only for the reimbursement to the contractor of actual costs incurred.

Description - Detailed in Annex "A"	APRIL 1, 2018 to MARCH 31, 2019 Estimated ceiling amount	APRIL 1, 2019 to MARCH 31, 2020 Estimated ceiling amount
Plant, Tree & Flower Replacement	<b>\$10,000</b>	<b>\$10,000</b>



**Table 2.a – Firm Lot Price**

**Optional Three One-Year Periods**

Description - Detailed in Annex "A"	Optional Year 1	Optional Year 2	Optional Year 3
	Firm Lot Price	Firm Lot Price	Firm Lot Price
Annual Spring Clean Up			
Grounds Maintenance and Landscaping – May			
Grounds Maintenance and Landscaping – June			
Grounds Maintenance and Landscaping – July			
Grounds Maintenance and Landscaping – August			
Grounds Maintenance and Landscaping – September			
Winter Preparation/Clean-Up			
<b>Total \$</b>	<b>E</b>	<b>F</b>	<b>G</b>

**Table 2.b - Firm Hourly Rate**

Description: Emergency Work Requests for force majeure events	Firm Hourly Rate	Firm Hourly Rate	Firm Hourly Rate
Emergency Grounds Maintenance and Landscaping			
<b>Total \$</b>	<b>H</b>	<b>I</b>	<b>J</b>

**Table 2.c – Cost reimbursement with no fee**

This basis of payment provides only for the reimbursement to the contractor of actual costs incurred.

Description - Detailed in Annex "A"	Optional Year 1 Estimated ceiling amount	Optional Year 2 Estimated ceiling amount	Optional Year 2 Estimated ceiling amount
Plant, Tree & Flower Replacement	\$10,000	\$10,000	\$10,000



**ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST**

N: 201711126376

Government of Canada / Gouvernement du Canada

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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>RCMP - MDiv</i>	2. Branch or Directorate / Direction générale ou Direction <i>Real Property - CMB</i>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <i>Grounds Maintenance / Landscaping</i>		
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





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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / 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 type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ          | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET – SIGINT<br>TRÈS SECRET – SIGINT      | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS |   |   |  |

Special comments:  
Commentaires spéciaux : Facility Access 1 - No Escort Access to undergrounds only

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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





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## ANNEX “D” - COMMERCIAL GENERAL LIABILITY INSURANCE

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 endeavour 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



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- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. 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.