



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

Bid Receiving
Royal Canadian Mounted Police
Procurement & Contracting Services
Bid Receiving Unit
5th Floor, 10065 Jasper Avenue NW /
Edmonton, AB T5J 3B1

Please note: If submitting your bid packages via Canada Post you must request the "Signature and Identity Services" on your Canada Post package to ensure that there is a personal hand-off between Canada Post and the RCMP Bid Receiving Unit.

**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 - RCMP Post Garage Support Services Building, Winnipeg, MB		Date : June 22, 2018 / 22 juin 2018
Solicitation No. – N° de l'invitation : M5000-18-3486/A		
Client Reference No. - No. De Référence du Client : 2018-1322		
GETS Reference No. - N° de référence du SEAG # PW-18-00832506		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 pm	MST (Mountain Daylight Time) HNR (Heure Avancée des Rocheuses)
On / le :	Monday, July 16, 2018 / Lundi 16 juillet 2018	
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 Post Garage Support Services Building / Immeuble des services de soutien post-garage 1560 Seel Avenue / 1560 Avenue Seel Winnipeg, MB R3T 4T6		
Instructions: See herein — Voir aux présentes		
Address Inquiries to / Adresser toute demande de renseignements à : Shawn Balaski, Procurement Officer & Contracting Authority / Shawn Balaski, Responsable des achats et autorité contractante 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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PART 1 GENERAL INFORMATION

1.1 Security Requirements

1.1.1 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.**

1.1.2 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.

1.1.3 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 of 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.



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* (<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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.4 Applicable Laws

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

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 **Wednesday, July 4, 2018, at 11:00 am Central Daylight Time (CDT)**. Bidders are requested to meet at the main entrance at **RCMP Post Garage / Support Services Building located at 1560 Seel Avenue, Winnipeg, Manitoba**.

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: Financial Bid - one (1) hard copy,

Section II: 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>). 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: Financial Bid – See Annex B

Bidders must submit their financial bid in accordance with Annex “B” Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

Section II: Certifications – See Annex C

Bidders must submit the certifications 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 Financial Evaluation – See Annex B

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 bidder - Annex C, the Basis of Payment:

Grounds Maintenance Services:

4.1.1.1 Pricing Schedule 1: Firm Monthly Price:

The firm Monthly Rates provided by the bidder in Annex C - Part 1, Table 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 all requirements of the bid solicitation and **meet all mandatory technical evaluation criteria**, in order to be declared responsive. The responsive bid(s) with the lowest evaluated price per services will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 – 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

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



5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Former Public Servant – See Annex C

5.1.3.2 Status and Availability of Resources – See Annex A, Part 2.8

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.

5.2 Insurance Requirements – Proof of Capability - See Annex D

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.

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 Requirement – See Annex E

6.1.1 The following security requirement (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 – Landscaping, Snow Clearing and Snow Removal), 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) (<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 during a **Twenty-four (24) month period** from the Contract Start Date, covering the actual work to be performed during each Spring, Summer and Fall season, which normally consists of a **six (6) month period** from **May 1st through October 31st**.

In the event the Contract Start Date commences after the first month in the service season, the contract period will be changed to reflect the time frame, based on the Contract Start Date defined by the Contracting Authority, resulting in a contract period of less than twenty-four (24) months.

Also, if the Contract Start Date would commence with less than half of a normal six (6) month service season, the Contract period will be revised to commence the first month of the following season, therefore resulting in a twenty-four (24) month contract period.



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 periods**, covering the actual work to be performed during each Spring, Summer and Fall season, which normally consists of a **six (6) month period** from **May 1st to October 31st**, 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 Contract expiry date. 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 Officer & Contracting Authority
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: Royal Canadian Mounted Police
Directorate: D Division Real Property and Asset Management
Address: PO Box 5650 / 1091 Portage Ave, Winnipeg, MB R3C 3K2 / R3G 0S6
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: [\(The Site Authority will be identified at Contract Award\)](#)

Name: _____
Title: _____
Department: Royal Canadian Mounted Police
Directorate: Winnipeg Post Garage and Support Services
Address: PO Box 5650 / 1091 Portage Ave, Winnipeg, MB R3C 3K2 / R3G 0S6
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 Monthly Price, Grounds Maintenance Services

For the Work described in Annex A: Grounds Maintenance Specifications of the Statement of Work:

6.7.1.1 Monthly Payment - Annex B

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

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.

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.

6.8 Invoicing Instructions

6.8.1 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.

6.8.2 Invoices must be distributed as follows:

- a) One (1) 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.

6.8.3 Payment for services rendered will be made within 30 days from receipt of a properly completed invoice.

6.9 Certifications

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 the Province of _____. (Bidder to insert the name of the province)

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 \(2016-04-04\), General Conditions - Services \(Medium Complexity\)](#);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex E, Security Requirements Check List;
- f) Annex D, Insurance Requirements;
- g) 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 D

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.

6.15 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 Services Specifications

The Royal Canadian Mounted Police (RCMP) Post Garage and Support Services Building, located at 1560 Seel Avenue in Winnipeg, Manitoba, has a requirement for seasonal Grounds Maintenance Services during a **Twenty-four (24) month period**, covering the actual work to be performed during each Spring, Summer and Fall season, which normally consists of a **six (6) month period** from **May 1st through to October 31st**, with the irrevocable option to extend for **Two (2) additional - Twelve (12) month periods**.

1 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 Hours of Work & Response

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

3 Authorities, Codes & Regulations

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

4 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 Site Authority (or designate). WHMIS data sheets shall be provided to the Site Authority (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.
- 4.3 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 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 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 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 (Workplace Hazardous Materials Information System) training within one month from the start of the Contract or as required. Documentation of WHMIS training shall be provided to the Site Authority when requested.



7 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 Site Authority (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 Equipment with a fuel capacity exceeding ten (10) litres shall not be refueled on site.
- 7.6 Store, handle and dispose of fuel, wastes and hazardous waste materials properly and in accordance with all relevant municipal, provincial, and federal legislation.
- 7.7 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 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 Site Authority (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 Materials

- 9.1 The Contractor shall supply all materials/supplies required to carry out the work as per Sections 10, 11 and 12.
- 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.

10 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 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 Cultivating Planters and Beds:

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

11.3 Fertilizing Plant Material

- 11.3.1 Apply fertilizer in early summer at a rate of 50 g/mm of caliper per tree and 0.5 kg per individual shrub.
- 11.3.2 Drill holes 0.3 to .04 m deep starting at drip line of branches and working towards trunk. Make holes every 0.1 m² and divide required fertilizer over holes. Water well.
- 11.3.3 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.

11.4 Watering: Trees and Shrub beds

- 11.4.1 Base cost of this work on five (5) applications of water on trees and shrub beds per growing seasons.
- 11.4.2 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.
- 11.4.3 The Contractor is to supply hose and sprinklers required for watering operations. If an irrigation system is available, the irrigation system can be used.
- 11.4.4 Watering of all areas without an irrigation system.
- 11.4.5 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.



11.5 Pruning

- 11.5.1 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.
- 11.5.2 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.
- 11.5.3 Thin out crown of trees and/or shrubs without changing their natural shape or habitat. Do not damage lead branches.
- 11.5.4 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.
- 11.5.5 Give large cuts and damaged parts coating of wound dressing.
- 11.5.6 Remove 25% of old branches from "leggy" shrubs. Cut close to ground to force production of new shoots from base.
- 11.5.7 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 **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.
- 12.4 Clean out all eaves troughs, and ensure drainage away from building.

13 **Submittals**

Upon award of the Contract, The Contractor will submit the following to RCMP.

- Copy of Provincially prescribed Notice of Project and all other necessary permits, notifications and related Health and Safety documents.
- Site Specific Hazard Assessment.
- Site Specific Safety Plan.
- Copies of all Material Safety Data Sheets for controlled products intended for use at the sites included in the Contract.

These documents should be directed to the RCMP Site Authority.



14 Reporting

- 14.1 The Contractor shall provide incident reports to RCMP immediately following all occurrences.
- 14.2 The Contractor shall notify RCMP immediately of any detected non-compliance or violation of RCMP, Environmental and Health and Safety requirements.
- 14.3 The Contractor will maintain a daily log of all site visits, accurately and completely describing site conditions, time and length of visits, and treatments performed. The Contractor shall make these reports available upon request by RCMP.

15 Deliverables

- 15.1 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 Contracting Authority.
- 15.2 When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- 15.3 Recycle unneeded printed documents (in accordance with Security Requirements).

16 Shipping

- 16.1 Where applicable, suppliers are encouraged to:
 - Minimize packaging
 - Include recycled content in packaging;
 - Re-use packaging;
 - Include a provision for a take-back program for packaging;
 - Reduce/eliminate toxics in packaging.

17 Operational Meetings

- 17.1 The Contractor shall hold seasonal (spring and fall) operational review meetings with the RCMP Site Authority. These meetings will provide a valuable opportunity for both parties to evaluate performance and discuss any issues such as problem identification and resolution, continuous improvements, special projects undertaken in the reporting period, general issues or concerns, financial issues and environmental health and safety issues. The Contractor will keep minutes and provide a copy to RCMP. The frequency of these meetings may be adjusted if deemed necessary and agreed upon by both parties, but a minimum, one meeting will be held per year.
- 17.2 The Contractor shall participate in a pre-job meeting before commencing the work, as required by RCMP.
- 17.3 RCMP reserves the right to request the Contractor to meet with the RCMP Health and Safety Coordinator to review all health and safety issues that may be impacted by the execution of this Contract.

18 Travel Requirements/Meetings

- 18.1 Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
- 18.2 Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- 18.3 Contractors are encouraged to use of public / green transit where feasible.



ANNEX B BASIS OF PAYMENT

Bidder's Pricing – GROUNDS MAINTENANCE SERVICES:

Note: Annex "B" 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 4.1.1 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.

Grounds Maintenance Services

	Column A	Column B	Column C	Column D
Month	First 12 Month Period – Spring, Summer and Fall Season - May 1st through October 31st	Second 12 Month Period – Spring, Summer and Fall Season - May 1st through October 31st	Option Period 1 - 12 months, Spring, Summer and Fall Season - May 1st through October 31st	Option Period 2 - 12 months, Spring, Summer and Fall Season - May 1st through October 31st
May	\$_____ / Month	\$_____ / 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 <u>For Evaluation</u> = Subtotals A) + B) + C) + D) =				1. \$ _____



ANNEX C CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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 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 bid to be non-responsive.

1. Integrity Provisions - List of names for integrity verification form – Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier's legal name:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Organizational structure:
<input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole Proprietor
Supplier's address:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Supplier's procurement business number (optional):
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Solicitation or transaction number:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>

Please include form with your bid or offer.



**ANNEX C
CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

1. Integrity Provisions - List of names for integrity verification form – Requirements (Cont.)

Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

List of Names

Name	Title

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

--

Signature

Please include form with your bid or offer.



ANNEX C 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 C 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 D 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 \$5,000,000 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 E
SECURITY REQUIREMENTS CHECK LIST

The attached document is for information purposes only



ANNEX F 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.

Please note: If submitting your bid packages **via Canada Post** you must request the "Signature and Identity Services" on your Canada Post package to ensure that there is a personal hand-off between Canada Post and the RCMP Bid Receiving Unit.

Ensure the following pages are completed in full and attached:

- Front Page of Invitation to Tender (I.T.T.) document - signed & dated.
- Annex B - Basis of Payment - all tables must be completed and provided in full.
(as applicable to bid.)

The following documents can be submitted with the bid; or submitted after, upon request from the Contracting Authority:

- Front Page of Amendment I.T.T. document(s) (as applicable.) - signed & dated.
- Annex C - Certifications (as applicable.)
- Annex D - Insurance - Proof of Availability Prior to Contract Award
- Insurance Letter or copy of current Insurance Certificate.

Note: Ensure you include all costs of doing business in your bid price.
(*Including Insurance requirements – see Annex D)