



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

Bid Receiving  
Royal Canadian Mounted Police  
Procurement and Contracting Services  
5th floor, 10065 Jasper Avenue NW  
Edmonton, AB T5J3B1

Réception des soumissions  
Gendarmerie royale du Canada  
Service des acquisitions et des marchés,  
5e étage, 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.

**Veillez noter :** Si vous soumettez vos offres par Postes Canada, vous devez demander les « Services de signature et d'identité » sur votre forfait Postes Canada pour assurer un transfert personnel entre Postes Canada et l'Unité de réception des soumissions de la GRC.

**INVITATION TO TENDER**

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.

**APPEL D'OFFRES**

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 appendices 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

<b>Title – Sujet</b> Grounds Maintenance Services, Canmore, Alberta		<b>Date</b> Tuesday, February 11, 2020 / mardi, 11 février 2020
<b>Solicitation No. – N° de l'invitation :</b> M5000-19-3885/D		
<b>Client Reference No. - No. De Référence du Client :</b> 2019-03885		
<b>GETS Reference No. - N° de référence du SEAG #</b> PW-20-00906686		
<b>Solicitation Closes – L'invitation prend fin :</b>		
<b>At / à :</b>	2:00 PM / 14:00 Heure	M.D.T. (Mountain Daylight Time) H.A.R. (Heure Avancée des Rocheuses)
<b>On / le :</b>	Monday, March 23, 2020, Lundi 23 mars 2020	
<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 – Adresser toute demande de renseignements à</b> Shawn Balaski, <a href="mailto:shawn.m.balaski@rcmp-grc.gc.ca">shawn.m.balaski@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 780-670-8592	<b>Facsimile No. – No. de télécopieur</b>	

<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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. 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 under Article 6.2 of the resulting contract clauses.

### 1.3 Debriefings

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

### 1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](http://buyandsell.gc.ca) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>



## 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>) 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 (2019-03-04) 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.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



## 2.4 Applicable Laws

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

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

## 2.5 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 101 Elk Run Boulevard, Canmore, Alberta on Thursday, March 5, 2020. The site visit will begin at 1:00 P.M. Mountain Standard Time (M.S.T.) in the main public entrance at the Canmore RCMP Detachment.

Bidders are requested to communicate with the Contracting Authority no later than five (5) calendar days to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not 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](mailto:corporate_accounting@rcmp-grc.gc.ca)



## **Part 3 BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

##### **3.1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **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**

**4.1.1.1 Mandatory Technical Criteria** - Refer to Annex "E"

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price-Bid

### **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 with the lowest evaluated price will be recommended for award of a contract.



## Part 5 CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

#### 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "H") has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.





### **5.1.3.2 Former Public Servant - Refer to Annex "F"**

#### **5.1.3.3 Status and Availability of Resources (2010-08-16)**

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.

#### **5.1.3.4 Education and Experience**

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

#### **5.1.3.5 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.



## Part 6 RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

- 6.1.1 The following security requirements (SRCL at Annex “C” and related clauses) apply and form an integral part of the Contract.

The Contractor (if an individual) and all of the contractor’s personnel and/or subcontractors who may work on site must hold a valid “Facility Access Level 2 (FA2) Security Clearance”, issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed access to the site of the work.

### 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 (2018-06-21), 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 a **twenty-four (24) month** period from the Contract Start Date, covering the actual work to be performed for Grounds Maintenance Services. The Grounds Maintenance Service Contract is required for six (6) months each year from May 1st through to October 31st.

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

If the Contract Start Date commences 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 service season, 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 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 thirty (30) calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**6.4.3 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  
Royal Canadian Mounted Police  
Telephone: 780-670-8592  
Facsimile: \_\_\_\_\_  
E-mail address: [shawn.m.balaski@rcmp-grc.gc.ca](mailto: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: \_\_\_\_\_  
Royal Canadian Mounted Police  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_@rcmp-grc.gc.ca

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: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_@rcmp-grc.gc.ca



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

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

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.

##### 6.7.2 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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



## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist;
- (f) Annex D, Insurance Requirement;
- (g) the Contractor's bid dated \_\_\_\_\_ (*To be entered at contract award*)

## 6.12 Procurement Ombudsman

### 6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.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

### **6.15 Environmental Considerations**

Where applicable, the contractor is encouraged to:

- Deliverables:
  - 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.
  - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
  - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
  - 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.
  - Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
  - 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.



## ANNEX "A"

### STATEMENT OF WORK

#### Part 1 - Grounds Maintenance Services Specifications

The Royal Canadian Mounted Police (RCMP) Canmore Detachment, located at 101 Elk Run Boulevard in Canmore, Alberta, has a requirement for seasonal Grounds Maintenance Services in accordance with the terms and conditions specified herein.

#### 1. Contractor's Obligations:

- 1.1 The Contractor will 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 must ensure the grounds are maintained to a high standard of horticultural practice & cleanliness. Landscaping maintenance should produce an aesthetic, pleasant, and safe environment and adhere to the schedule submitted. Cleaning must occur as often as necessary to maintain a clean and tidy appearance and promote the healthy growth of all vegetation.
- 1.3 The Contractor is obliged to participate in a site inspection prior to the commencement of the work. All site damage will be noted in writing and accompanied by photos of the damaged area.
- 1.4 The Work is to be performed with minimum disturbance to building occupants, the public, and the normal use of the premises and business operations.
- 1.5 The Contractor must provide a quality assurance plan identifying procedures and practices informing the Project Authority (or designate) of goals and/or 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 Designated Site Authority (or designate) must be within Two (2) Hours, unless it is one hour prior to the closing of the facility.

#### 3. Authorities, Codes & Regulations:

- 3.1 Contractor will ensure that Ground maintenance operations meets or exceed any applicable federal, provincial and municipal standards, codes, bylaws and regulations.

#### 4. Environmental Standards:

- 4.1 The contractor must ensure that all grounds maintenance operations and procedures are performed with consideration for the environment. The Contractor must 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 must be preapproved for use by the Designated Site Authority (or designate). WHMIS Material Safety Data Sheets must be provided to the Designated Site Authority (or designate) as a prerequisite to obtaining such approval.



4.2.1 Application of Pesticides & Herbicides

The Contractor will ensure that all pesticide and herbicide use must comply with Health Canada regulations: <http://www.hc-sc.gc.ca/cps-spc/pest/index-eng.php>

4.2.2 Contractors must maintain proper licenses and insurance protection in accordance with the appropriate provincial legislation. Such licenses and insurances must be submitted to the Project Authority / Designated Site Authority upon 48-hours of request.

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

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

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

4.3 The Contractor must 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 are 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 Contractors work or negligence, will be the responsibility of the Contractor.

5.2 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. Resources & Supervision:**

6.1 The Contractor is responsible for supplying qualified trained resources.

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

6.3 All employees of the Contractor, who are on site, must have completed their WHMIS training prior the start of work.

6.4 Documentation of WHMIS training must be carried by all employees who are on site and available for verification by the Designated Site Authority upon request.





## **7. Equipment Standards:**

- 7.1 The Contractor must provide all necessary equipment and tools required to perform all tasks effectively and in a timely manner.
- 7.2 The Contractor must use safe equipment, suitable for the purpose intended and in good condition. All equipment must be licensed as required by the authority having jurisdiction. Equipment must 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 Designated Site Authority (or designate).
- 7.3 The Contractor must maintain equipment properly to prevent leaks and spills of fuels, lubricants, hydraulic fluids or coolants.
- 7.4 The Contractor must ensure refueling of equipment is 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 The Contractor must store, handle and dispose of fuel, wastes and hazardous waste materials properly and in accordance with all relevant municipal, provincial, and federal legislation.
- 7.6 The Contractor must have contingency plans for the cleanup of spills and must 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 Contractor resources must 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 must conform to all WHMIS regulations including worker training (documentation of training required, upon request), MSDS lists and product labeling.
- 8.5 The Contractor must follow all specific safety instructions from the Site Authority (or designate) and must 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 are fully trained, qualified and licensed. The Contractor must conform to all safety measures respecting personnel, and equipment operation.



## 9. Materials:

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

### 9.5.1 Topsoil:

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

### 9.5.2 Peat Moss:

Decomposed plant material, fairly elastic and homogenous free of decomposed colloidal residue, wood sulphur and iron, and of brown colour containing minimum of 60% organic matter by weight mass and moisture content not exceeding 15%. Shredded particles may not exceed 1/4 in. (6 mm) in size. Minimum PH value of peat 4.5, maximum 6.0.

### 9.5.3 Fertilizer:

An environmental friendly (green) type product that is seasonally specific must be used to fertilize the grass and applied as per manufacturers specifications at the recommended rate.

### 9.5.4 Lime:

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

### 9.5.5 Bone Meal:

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

### 9.5.6 Grass Seed:

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

### 9.5.7 Nursery Sod:

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



#### 9.5.8 Mulch:

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

#### 9.5.9 Tree Stakes:

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

9.5.10 Wound Dressing: Horticulturally accepted, non-toxic, non- hardening emulsion.

### 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 in. (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 in. (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 must submit schedule of cutting operations and commence lawn mowing as per approved schedule. Lawn mowing operation must be continuous and completed within reasonable period.

11.1.4 All clippings are to be removed from all sidewalks, walkways and any other “hard surface” where clipping may have accumulated.



11.2 Fertilizing Lawn Areas:

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

11.2.2 Fertilize grass areas during the growing season as required.

11.3 Cultivating Planters and Beds:

11.3.1 Cultivate to keep top layer of soil loose, friable and free from weeds when required. Any operation must be continuous and without interruption.

11.3.2 Cultivate top 2 in. to 3 in. (50 mm to 75 mm) of flowerbeds, planters and soil areas around trees and hedges.

11.3.3 Remove weeds including their roots. This is to include all sidewalks and walkways on the property.

11.3.4 Take care not to damage roots of shrubs or flowers. Use small hand tools for flower borders and areas of closely planted shrubs.

11.3.5 Collect and dispose of paper and refuse. Remove dead plants, leaves, branches, dead flowers and seedpods.

11.3.6 Clean areas that are covered with mulch by hand. Loosen top layer of mulch without mixing with soil underneath.

11.4 Fertilizing Plant Material:

11.4.1 Apply fertilizer in early summer at a rate of 50 g/mm of caliper per tree and 0.5 kg per individual shrub.

11.4.2 Drill holes 0.3 to .4 m deep starting at drip line of branches and working towards trunk. Make holes every 0.1 m<sup>2</sup> and divide required fertilizer over holes. Water well.

11.4.3 Mix 15 kg/100 m<sup>2</sup> of bone meal in top 0.2 mm and apply fertilizer at rate of 12 kg/100 m<sup>2</sup> surface of flower and shrub beds.

11.5 Watering: Trees, Planters, Shrub Beds, and Grass

11.5.1 Base cost of this work on five (5) applications of water on trees, planters, shrub beds and grass areas per growing seasons.

11.5.2 Grass is to be watered during the growing season to ensure continuous healthy growth. Frequency is seasonally dependant.

11.5.3 Water will be supplied at each facility for this purpose. The Contractor is to become familiar with location of irrigation system, water supply, water outlets and/or pumping equipment required.

11.5.4 The Contractor is to supply hose and sprinklers required for watering operations. If an irrigation system is available, the irrigation system can be used.

11.5.5 Watering of all areas without an irrigation system.



11.5.6 Watering: Apply sufficient water per application to obtain moisture penetration of 3 in. to 4 in. (75 mm to 100 mm). Apply water in soft spray to avoid running of water and return to those areas until moisture penetration has been reached. Do not impede use of sidewalks and other paved areas. Apply sufficient water during growing season to ensure continuous healthy growth.

11.6 Pruning:

11.6.1 Prune during dormant season but not during heavy frost. Prune evergreens in Spring before start of new growth. Prune heavy bleeders such as birch or hard maple when in full leaf. Prune the previous year's growth of flowering shrubs only after blooming.

11.6.2 Use clean sharp tools. Make cuts flush with main branch with a smooth and sloping action to prevent accumulation of water on cut. Do not leave little stumps on trunks or main branches. Remove dead and injured branches and branches that rub together causing damage to bark.

11.6.3 Thin out crown of trees and/or shrubs without changing their natural shape or habitat. Do not damage lead branches.

11.6.4 Remove smaller branches at juncture of limb from which they originate or cut at twig or bud pointing outward. Undercut larger branches to prevent tearing of bark.

11.6.5 Give large cuts and damaged parts coating of wound dressing.

11.6.6 Remove 25% of old branches from "leggy" shrubs. Cut close to ground to force production of new shoots from base.

11.6.7 Trim hedges to produce sloping sides with bottom cross section slightly wider than top. Depending on variety, trim sufficiently to produce dense, smooth surface of foliage. After blooming, prune flowering hedges by removing individual older branches to keep size of hedge under control.

**12. Winter Preparation:**

12.1 Rake leaves, at minimum once a week and at the request of the Site Authority, 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.

**13. Documents Necessary Prior to Commencement of Work**

13.1 Copy of Provincially prescribed Notice of Project and all other necessary permits, notifications and related Health and Safety documents

13.2 Site Specific Hazard Assessment

13.3 Site Specific Safety Plan

13.4 Copies of all Material Safety Data Sheets for controlled products intended for use at the sites included in the Contract.



#### **14. Reporting**

- 14.1 Notify Designated Site Authority immediately following all hazardous occurrences.
- 14.2 The Contractor must notify Designated Site Authority 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 must make these reports available upon request by Designated Site Authority.

#### **15. Operational Meetings**

- 15.1 The Contractor must hold seasonal (spring and fall) operational review meetings with the Designated 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 the Designated Site Authority. 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.
- 15.2 The Contractor must participate in a pre-job meeting before commencing the work, as required by the Designated Site Authority
- 15.3 Conducting meetings via telephone, teleconference and/or video conferencing is preferred.
- 15.4 The Designated Site Authority 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.



**ANNEX "B"**

**BASIS OF PAYMENT**

Annex "B" must be completed in its entirety, including option years, or the bid will be considered non-responsive and will not be evaluated.

- Prices are firm AND are in Canadian Dollars
- Prices must include the complete cost of performing the work (this includes, but is not limited to, labour, supervision, material, transportation, equipment, overhead, profit and all related costs.
- 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.

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

If the Contract Start Date commences 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 service season, resulting in a twenty-four (24) month contract period.

**Part 1, GROUNDS MAINTENANCE SERVICES:**

**Table 1 – Grounds Maintenance Services**

	<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>
<b>Month</b>	<b>First 12 Month Period – May 1st through October 31st</b>	<b>Second 12 Month Period – May 1st through October 31st</b>	<b>Option Period 1 - 12 months - May 1st through October 31st</b>	<b>Option Period 2 - 12 months - May 1st through October 31st</b>
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
<b>SUBTOTALS (each column)</b>	A) \$ _____	B) \$ _____	C) \$ _____	D) \$ _____
<b>Total Monthly Bid Price for Grounds Maintenance Services For Evaluation = Subtotals A) + B) + C) + D) =</b>				\$ _____



**ANNEX "C"**

**SECURITY REQUIREMENTS CHECKLIST**

*(Attached at the end of the document for informational purposes only)*





## ANNEX "D"

### INSURANCE REQUIREMENT

#### COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

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



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

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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



**ANNEX "E"**

**MANDATORY TECHNICAL CRITERIA**

**Part 1 – GROUNDS MAINTENANCE SERVICES**

**Bidders MUST provide Annex E Tables 1 and supporting documentation and data in accordance with the Tables for Grounds Maintenance Services.**

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

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

**Bidders only bidding on the Snow Clearing and Snow Removal Services requirement will be exempt from meeting these criteria.**

Item	Table 1 - Grounds Maintenance Services – Mandatory Technical Criteria	Meets / Supporting Data Attached and Labelled
<p><b>M1</b></p>	<p><b>Contractor Experience and Past Performance:</b></p> <p>To be considered for the Grounds Maintenance Services requirement, the Bidder must provide the following evidence of experience and past performance:</p> <p><b>M1.1</b> Confirmation of providing a Grounds Maintenance Service work, <u>similar to the services identified in the Statement of Work, Annex A, Part 1</u>. The experience must be for duration of at least two (2) consecutive years (Spring, Summer and Fall seasons) within the last five (5) year period.</p> <p><b>M1.2</b> The Bidder must provide proof of their recent experience and past performance by completing the form on the next page <b>(Table 1A)</b>.</p> <p>The RCMP reserves the right to use this information to substantiate experience and performance. In the event where the information provided cannot be confirmed, by the client contacts named in the table, the bid will be considered non-responsive and no further consideration will be given.</p>	<p><b>YES / NO</b></p> <p>(Attach and Label supporting data as M1.1)</p> <p>(Attach and Label supporting data as M1.2)</p>
<p><b>M2</b></p>	<p><b>Pesticide Certification Requirements:</b></p> <p>To be considered for the Grounds Maintenance Services requirement, the Bidder must confirm and provide the following with their bid:</p> <p><b>M2.1</b> A copy of a valid Herbicide and Pesticide Applicator's Certification, in the province in which services are to be rendered, for the individual providing the service.</p>	<p><b>YES / NO</b></p> <p>(Attach and Label supporting data As M2.1)</p>





## ANNEX "F"

### FORMER PUBLIC SERVANT CERTIFICATION

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 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.



**ANNEX "G"**

**LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

*(Attached at the end of the document)*



**ANNEX “H” to PART 5**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

\_\_\_\_\_  
(Corporate Name of Recipient of this Submission)

for: \_\_\_\_\_  
(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

\_\_\_\_\_  
(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that **(check one of the following, as applicable):**
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;





8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

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(Date)



## ANNEX "I"

### 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.**

Royal Canadian Mounted Police  
Procurement and Contracting Services  
Bid Receiving Unit  
5th floor, 10065 Jasper Avenue NW  
Edmonton, AB T5J3B1

**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 to the bid submission:**

- Front Page of Invitation to Tender (ITT) document - signed and dated.
- Annex "B" - Basis of Payment
- Annex "E" - Mandatory Technical Criteria and supporting documentation

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

- Front Page of Amendment ITT document(s) (if applicable) - signed and dated.
- Annex "D" – Insurance Requirement
- Annex "F" – Former Public Servant Certification
- Annex "G" – List of Names for Integrity Verification Form
- Annex "H" – Certificate of Independent Bid Determination

**Note: Ensure all the costs of doing business are included in the bid price.**

(\*Including Insurance requirements – see Annex "D")