RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

David.Repsys@rcmp-grc.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title - Sujet Date **Grounds Maintenance & Snow Clearing** 2023-02-24 Services - RCMP National Forensic Laboratory Services, Edmonton, AB. Solicitation No. - Nº de l'invitation 202303129/A Client Reference No. - No. De Référence du Client 202303129 Solicitation Closes - L'invitation prend fin EST (Eastern Standard Time) At/à: 14:00 HNE (heure normale de l'Est) On / le: 2023-03-08 **Delivery - Livraison** Taxes - Taxes **Duty - Droits** See herein — Voir aux See herein — Voir See herein — Voir aux présentes aux présentes présentes Destination of Goods and Services - Destinations des biens et services Royal Canadian Mounted Police National Forensic Laboratory Services - Edmonton 15707 - 118 Avenue NW Edmonton, AB T5V 1B7 Instructions See herein — Voir aux présentes Address Inquiries to -Adresser toute demande de renseignements à David.Repsys@rcmp-grc.gc.ca Telephone No. - No. de téléphone Facsimile No. - No. de télécopieur 343-575-5298 **Delivery Required -**Delivery Offered -Livraison exigée Livraison proposée See herein — Voir aux présentes Vendor/Firm Name, Address and Representative - Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :

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. Before award of a contract, the following conditions must be met:
 - 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 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.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> 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 Part 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4. Recourse Mechanisms

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

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements</u>, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted the Contracting Authority 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 Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than <u>five (5)</u> 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 optional site visits to be held at 15707 – 118 Ave NW, Edmonton, AB on 2023-03-06 at 09:00 MST and 2023-03-08 at 14:00 MST.

Bidders are requested to communicate with the Contracting Authority no later than 2023-03-03 by 16:00 MST to confirm attendance and provide the name(s) of the person(s) who will attend. 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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

Section I: Technical Bid [1 soft copy]
Section II: Financial Bid [1 soft copy]
Section III: Certifications [1 soft 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) prepare documents using Adobe PDF; and
- 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 <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - 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
 - 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.



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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment.

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 Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Annex B – Basis of Payment

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

4.2 Basis of Selection

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

ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL CRITERIA

1. INSTRUCTIONS TO BIDDER

- 1. The Bidder is requested to provide a response to the Evaluation Criteria in the "Substantiation" column, or indicate where the criteria are met by entering the location (e.g. section/volume number, tab, page number, resume paragraph, etc.) in the "Substantiation" column.
- 2. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- 3. The Bidder is requested to utilize the unique item number and associated title/description of each evaluation criterion in their responses.
 - Example: MT4: Instructor X experience: Tab #3, Instructor X resume, Page 6, paragraph 4.
- 4. Phrases such as "within the past five (5) years" used in this solicitation mean "within the five (5) years preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the experience will be measured from the final closing date, unless otherwise directed in an RFP amendment.
- 5. Project timelines that overlap will only be counted once towards the number of months.
- 6. To demonstrate the experience of the Bidder or its personnel (i.e. proposed resources), the Bidder must provide the following details as to how the stated experience was obtained:
 - i. Name of the client organization(s) and contact information;
 - ii. Start and end dates (MM-YYYY);
 - iii. Nature, role, and scope of the services provided;
 - iv. A reference who can confirm the stated experience.

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

		SUBSTANTIATION	ASSESSMENT
Item	Mandatory Technical Criteria	Diago Cross	MET/NOT MET
		Please Cross Reference to	MET/ NOT MET
		Specific pages in	[Completed by
		your proposal	RCMP Evaluator]
		[Completed by	
M1	Snow Clearing Experience:	Bidder]	
IVII	Snow Clearing Experience:		
	The Bidder must demonstrate, by providing two		
	(2) detailed project descriptions, that they have		
	provided snow clearing services similar to the		
	work described in Annex A, Statement of Work within the last five (5) years. Each project must		
	have been for a minimum of two (2) consecutive		
	years.		
	PROJECT DESCRIPTIONS MUST INCLUDE:		
	- Name of the client organization or company.		
	- Reference contact name and contact		
	information		
	- Location and address of the project or contract.		
	Provide a description of the project or contract.Performance period of the project or contract		
	identified by the start date, (month and year) and		
	the completion date (month and year).		
	The RCMP reserves the right to use this		
	information to substantiate experience and performance.		
M2	Grounds Maintenance Contractor		
	Experience:		
	The Bidder must demonstrate, by providing two		
	(2) detailed project descriptions, that they have		
	provided grounds maintenance services similar		
	to the work described in Annex A, Statement of		
	Work within the last five (5) years. Each project		
	must have been for a minimum of two (2) consecutive years.		
	Conscounte years.		
L			

	PROJECT DESCRIPTIONS MUST INCLUDE:	
	 Name of the client organization or company. Reference contact name and contact information Location and address of the project or contract. Provide a description of the project or contract. Performance period of the project or contract identified by the start date, (month and year) and the completion date (month and year). The RCMP reserves the right to use this	
	information to substantiate experience and performance.	
М3	Assigned Supervisor:	
	The Bidder identify a resource who will act as the supervisor and main point of contact for the contract. The Bidder must provide their name and contact information (telephone number and email address).	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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 will 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Forms for the Integrity Regime</u> 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 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 Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention 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

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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: 2019-01 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.

5.1.3.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Attachment 1 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)	_
(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: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	that:
I have read and I understand the contents of this Certificate;	
 I understand that the accompanying bid will be disqualified if this Certificate is and complete in every respect; 	found not to be true
 I am authorized by the Bidder to sign this Certificate, and to submit the accomplete behalf of the Bidder; 	panying bid, on
 each person whose signature appears on the accompanying bid has been aut Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder; 	-
for the purposes of this Certificate and the accompanying bid, I understand the "competitor" shall include any individual or organization, other than the Bidder 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 the abilities or experience;	eir qualifications,
6. the Bidder discloses that (check one of the following, as applicable):	
a. the Bidder has arrived at the accompanying bid independently from, and vectors consultation, communication, agreement or arrangement with, any compe	



- 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.

(Printed Name and Signature of Authorized Agent of Bidder)		
(Position Title)	(Date)	

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 at Annex C apply and form part of the Contract.
 - 6.1.1.1 The Contractor's resource(s) are required to be security cleared at the level of **RCMP Facility Access Level 1 FA1** as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - 6.1.1.2 The Contractor's resource(s) 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010C (2022-12-01), General Conditions - Services (Medium Complexity)</u> apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from 2023-04-01 to 2025-03-31 inclusive.



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

Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen (15)** 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Repsys

Title: Procurement Specialist

Organization: Royal Canadian Mounted Police Directorate: Procurement and Contracting

Address: 73 Leikin Dr, M1, 4th Floor, Mailstop #1, Ottawa, ON

Telephone: 343-575-5298

E-mail address: David.Repsys@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at time of Contract award).

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

(To be inserted at time of Contract award).

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1. Grounds Maintenance Services - Firm Price

The Contractor will be paid firm monthly rate as detailed at Annex B – Table 1, for work performed in accordance with the Contract. Customs and duties included and Applicable Taxes extra.

6.7.1.2. Snow Removal Services - Firm Price

The Contractor will be paid firm monthly rate as detailed at Annex B – Table 2, for work performed in accordance with the Contract. Customs and duties included and Applicable Taxes extra.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ <u>(To be inserted at time of Contract Award)</u>. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required.
 Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

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

- 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

- 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. Each invoice must be supported by:
- 2. Invoices must be distributed as follows:
 - a) One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment;
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract;

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

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;
 Supplementary conditions 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules
- b. the general conditions <u>2010C (2022-12-01)</u>, <u>General Conditions Services (Medium Complexity)</u>;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D Insurance Requirement
- g. Annex E Site Map
- h. Contractor's bid submitted on:

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

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, by telephone at 1-866-734-5169, or by web at 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

A8057C (2010-01-11), Government Site Regulations

6.15 Replacement of Specific Resources

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX A - STATEMENT OF WORK

1.0 Title: Grounds Maintenance and Snow Clearing Services

2.0 Scope

The Royal Canadian Mounted Police (RCMP) National Forensic Laboratory Services - Edmonton has a requirement for Grounds Maintenance and Snow Clearing Services. This includes two (2) Grounds Maintenance Services Seasons from April 1st through to September 30th and two (2) Snow Clearing Seasons from October 1st through to March 31st.

3.0 Requirements

3.1 Grounds Maintenance Services

3.1.1 Tasks

- 3.1.1.1 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. Landscaping maintenance and cleaning must occur as often as necessary to maintain a clean and tidy appearance and promote the healthy growth of all vegetation.
- 3.1.1.2 The Contractor must furnish all components, labour, vehicles, plant material (as detailed), products, equipment and tools.
- 3.1.1.3 The Contractor must perform the work with minimum disturbance to building occupants, the public, and the normal use of the premises and business operations.
- 3.1.1.4 The Contractor must provide a quality assurance plan identifying procedures and practices informing the Site Authority (or designate) of goals/objectives, measurement criteria and reporting mechanisms.

3.1.2 Hours of Work & Response Time

- 3.1.2.1 The Contractor must complete all work within designated work hours set by the Project Authority.
- 3.1.2.2 The Contractor must respond to all calls for Grounds Maintenance made by the Project Authority (or designate) within 48 hours.

3.1.3 Authorities, Codes & Regulations

3.1.3.1 The Contractor must perform the work in accordance with any applicable federal, provincial and municipal standards, codes regulations.

3.1.4. Environmental Standards

- 3.1.4.1 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.
- 3.1.4.2 The Contractor must provide Material Safety Data Sheets (MSDS) and obtain pre-approval of the Site Authority (or designate) for all fertilizers, maintenance chemicals and other materials and supplies to be used in the performance of the work.
- 3.1.4.3 The Contractor must dispose of all refuse in accordance with all applicable regulations and by-laws at accredited landfill sites and all chemical at approved waste sites or through approved disposal contractors.
- 3.1.4.4 All landfill disposal fees and waste handling fees will be payable by the Contractor.
- 3.1.4.5 The Contractor must not burn rubbish or debris on the site.

3.1.5 Damages

- 3.1.5.1 The Contractor must repair any damage caused to the property by the Contractor in a timely manner. Any damage that will adversely affect the facility and property operations or safety must be repaired immediately. Costs incurred for repair of damages, as a result the Contractors work or negligence, are the responsibility of the Contractor.
- 3.1.5.2 The Contractor must make themselves familiar with the site. The Contractor must 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. Special care will be taken when maintaining the back parking lot (gravel & grass areas) to ensure no damage occurs to grounds or parked vehicles.

3.1.6 Personnel and Supervision

- 3.1.6.1 The Contractor must provide qualified trained personnel.
- 3.1.6.2 The Contractor must ensure that the work is supervised at all times.
- 3.1.6.3 The Contractor must ensure that all employees providing services under the Contract have WHMIS (Workplace Hazardous Materials Information System)

training within one month from the start of the Contract or as required. Documentation of WHIMIS training shall be provided to the Site Authority when requested.

3.1.7 Equipment Standards

- 3.1.7.1 The Contractor must provide all necessary equipment and tools required to perform all tasks effectively and in a timely manner.
- 3.1.7.2 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 must not be kept on the property without written approval from the Project Authority (or designate).
- 3.1.7.3 The Contractor must maintain equipment properly to prevent leaks and spills of fuels, lubricants, hydraulic fluids or coolants.
- 3.1.7.4 The Contractor must refuel equipment 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 devises which are in good, non-leaking condition.
- 3.1.7.5 The Contractor must not refuel equipment with a fuel capacity exceeding ten (10) litres on site.
- 3.1.7.6 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.
- 3.1.7.7 The Contractor must have contingency plans for the cleanup of spills prepared prior to the commencement of work. The Contractor must 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.

3.1.8 Safety

- 3.1.8.1 The Contractor must ensure the safety of the occupants, users and public while carrying out the Work of the Contract.
- 3.1.8.2 The Contractor must provide their personnel with appropriate personal protective equipment meeting all applicable standards and codes.
- 3.1.8.3 The Contractor must ensure all equipment has guards in place as per manufacturer's instruction.

- 3.1.8.4 The Contractor must conform to all WHMIS regulations, MSDS lists and product labeling.
- 3.1.8.5 The Contractor must follow all specific safety instructions from the Project Authority (or designate) and must supply pylons and warning signs around areas where there may be a danger to the building occupants and users.
- 3.1.8.6 The Contractor must 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.
- 3.1.8.7 The Contractor must ensure that all equipment operators be fully trained, qualified and licensed. The Contractor must conform to all safety measures respecting personnel, and equipment operation.

3.1.9 Materials

- 3.1.9.1 The Contractor must provide all materials/supplies required to carry out the work as per Sub-Sections 3.1.10, 3.1.11 and 3.1.12.
- 3.1.9.2 The Contractor must provide "green" products wherever possible and practical to carry out the work.
- 3.1.9.3 All product labeling will be in accordance with WHMIS standards.
- 3.1.9.4 The Contractor must keep a minimum inventory of all supplies needed in the daily course of the work. The minimum inventory will also consider emergency and/or contingency supplies and materials.
- 3.1.9.5 The Contractor must use materials that meet at a minimum the following standards:

3.1.9.5.1 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

3.1.9.5.2 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 $\frac{1}{4}$ " (6 mm) in size. Minimum PH value of peat 4.5, maximum 6.0.

3.1.9.5.3 Sand:

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

3.1.9.5.4 Fertilizer:

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

3.1.9.5.5 Lime:

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

3.1.9.5.6 Bone Meal:

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

3.1.9.5.7 Grass Seed:

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

3.1.9.5.8 Nursery Sod:

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

3.1.9.5.9 Mulch:

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

3.1.9.5.10 Tree Stakes:

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

3.1.9.5.11 Wound dressing:

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

3.1.10 Annual Cleanup

- 3.1.10.1 Upon award of contract, the Contractor must complete cleanup prior to commencing other work.
- 3.1.10.2 Lawns
 - 3.1.10.2.1 Rake lawn areas and remove dead vegetation, leaves and debris.

Do heavy raking on areas with "snow mold"

- 3.1.10.2.2 Lightly roll areas where grass plants have lifted due to frost action.
- 3.1.10.2.3 Aerate all areas where soil has been compacted through pedestrian traffic or other causes. Use aerating equipment, which extracts earth plugs from soil.

3.1.10.3 Planting Beds

- 3.1.10.3.1 Clean shrub beds of debris and dead plant material. Remove existing mulch, loosen and cultivate soil lightly without disturbing roots below the surface.
- 3.1.10.3.2 Supply and spread 1-3/16" (3 cm) of hardwood mulch over shrub bed areas.
- 3.1.10.3.3 Plant new annual beds. The contractor will replace, at no cost to RCMP, any annuals that die due to negligence of the contractor.
- 3.1.10.3.4 Remove new growth shoots from trees as necessary.

3.1.11 Maintenance

3.1.11.1 Mowing of Lawn Areas

- 3.1.11.1.1 Cut grass at a height of 2-1/2" (63 mm) for first and last mowing of season. Cut grass at a height of 4" for mowings between first & last. Cut back lot grass at a height of no less than 3-1/2 in. (89 mm) at any time. 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.
- 3.1.11.1.2 Lawn cutting operations include picking up and disposing of paper and refuse accumulated on landscape areas.
- 3.1.11.1.3 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
- 3.1.11.1.4 All clippings are to be removed from all sidewalks, walkways and any other "hard surface" where clipping may have accumulated.

3.1.11.2 Watering

- 3.1.11.2.1 Base cost of this work on five (5) applications of water on trees, platers, shrub beds and grass areas per growing seasons.
- 3.1.11.2.2 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.
- 3.1.11.2.3 The Contractor is to supply hose and sprinklers required for watering operations. If an irrigation system is available, the irrigation system can be used.
- 3.1.11.3 Watering of all areas without an irrigation system.
 - 3.1.11.3.1 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.

3.1.11.4 Pruning

- 3.1.11.4.1 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.
- 3.1.11.4.2 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.
- 3.1.11.4.3 Thin out crown of trees and/or shrubs without changing their natural shape or habitat. Do not damage lead branches.
- 3.1.11.4.4 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.
- 3.1.11.4.5 Give large cuts and damaged parts coating of wound dressing.
- 3.1.11.4.6 Remove 25% of old branches from "leggy" shrubs. Cut close to ground to force production of new shoots from base.

3.1.12 Winter Preparation

The Contractor must:

- 3.1.12.1 Rake leaves frequently during the autumn season, until the trees have completely shed them. Remove fallen leaves from site.
- 3.1.12.2 Take protective measures for all perennial plants, flowers, or shrubs to ensure survival over winter.
- 3.1.12.3 Clean out all catch basins and ditches. Check all areas for surface drainage. Correct grades where spring, summer and fall drainage might be hampered.

3.2 Snow Removal Services

3.2.1 Contractor's Obligations

3.2.1.1 The Contractor must furnish all components, labour, vehicles, ice control products, equipment, tools and all other goods and services to provide the

following services, which will be performed in accordance with the terms and conditions of this contract.

- 3.2.1.2 The contractor must provide all Snow and Ice Control services on and around all roadways, parking lots, sidewalks and building access points (entrances, exits, doorways, staircase, ramps, loading docks, etc.), building fire lanes, access to and around fire hydrant, outdoor berm staircase & fuel supply pipes, garbage receptacle lanes, emergency paths, open spaces, from and in front of benches, etc. This includes, removal by hand clearing, sweeping, mechanical snow blowing, plowing, transporting, shoveling, removing, and de-icing.
- 3.2.1.3 Work will commence by 07:30 hours Monday thru Friday or upon request of the RCMP Site Authority.
- 3.2.1.4 Plowing of roadways, driveways and parking lot will be completed during evenings/weekends. Providing advance notice of such clearing to Site Authority will ensure RCMP vehicles parked overnight in parking lot are moved.

3.2.2 Snow and Ice Control Responsibilities

3.2.2.1 Pre-Winter Preparations

- 3.2.2.1.1 The Contractor must participate in a site inspection prior to the commencement of the Contract. All site damage at that time will be noted in writing and accompanied by photos of the damaged area. At the end of the snow season, the Contractor is obligated to participate in a site inspection to document damages caused by the contractor during the snow plowing operations. The Contractor will begin the repair process, at their expense prior to April 30th of that year. The RCMP Project Authority reserves the right to expedite repairs at any time following that date at the Contractor's expense for damages, if the contractor has not responded.
- 3.2.2.1.2 The Contractor must provide, install and maintain, T-Post markers (c/w a reflective band) in consultation with the RCMP Project Authority, where the transition from asphalt to gravel occurs to reduce damage during plowing operations.
- 3.2.2.1.3 The Contractor must provide, install and maintain T-Post markers to identify any roadways, walkways, parking lot edges, islands, walkway curbs, emergency walkways and other areas such as culverts and fixtures, which require visual assistance during inclement weather. T-Post markers or approved hydrant markers should be installed on all fire hydrants and Siamese connections.
- 3.2.2.1.4 The Contractor must place warning markers around the perimeter of prominent, shrubs, trees, and garden beds to adequately protect all trees and shrubs adjacent to snow clearing areas



3.2.2.2 Snow / Ice Clearing

- 3.2.2.2.1 The Contractor must clear snow and ice and drifting snow, supply and spread sand and an approved ice control agent or using a mixture of sand and an approved ice control agent to prevent slippery conditions on all areas such as, roadways, emergency paths, parking lots, fire routes, sidewalks, steps, doorways, ramps, loading docks, emergency exits, fire hydrant, drainage systems and refuse bins.
- 3.2.2.2.2 Snow must not be pushed or piled around or against any shrubs or landscaping on the property, nor against the walls of the buildings and/or fences, without the permission of the RCMP Project Authority.
- 3.2.2.2.3 The clearing of snow and maintenance of all affected areas includes the application of an approved ice control agent to remove ice patches that might occur as a consequence of melting and freezing snow accumulations, freezing rain, etc.
- 3.2.2.2.4 In the event of continuing snowfall, the Contractor must clear and remove snow, and make every effort, so that an accumulation of snow not greater than 7.5cm (three inches, 3") will remain at any time.
- 3.2.2.2.5 The Contractor must provide regular inspections of the premises to ensure that snow clearing and de-icing activities are undertaken in a timely manner and to prevent the formation of hazardous snow or ice conditions. It is the responsibility of the Contractor to be aware of site conditions and to respond accordingly, as per terms of this contract.
- 3.2.2.2.6 The Contractor must be constantly informed of the current weather forecasts in order to be pro-active to respond to snow clearing and ice control demands. The RCMP Site Authority should not have to contact the Contractor to attend to any services covered within this Contract. However, in the event of unforeseen circumstances, where RCMP deems it necessary, the Contractor can be called to attend to the site by the RCMP Site Authority to perform such services as covered under the terms of this contract.
- 2.2.2.2.7 The Contractor must not refuse any call-out and will be prepared to respond on site with all necessary equipment and sufficient crewmembers within twelve (12) hours of the initial call-out.
- 2.2.2.2.8 In the event that situations arise where the safety of people using the site is in doubt, the response should be immediate. Such instances will be referred to as "requiring immediate attention" and the twelve-hour window does not apply.

3.2.2.4.9 All fire lanes, fire hydrant, emergency exits and entrances will be free of snow, ice and other obstructions. All roadway signs, parking and directional signs will remain unobstructed after each snowfall.

3.2.2.3 Sanding and Salting

- 3.2.2.3.1 Ice control operations must be provided when conditions warrant and/or when deemed necessary by the RCMP Project Authority. Gravel container at rear entrance will be filled as necessary.
- 3.2.2.3.2 Ice control agents could consist of sand, gravel, commercial ice melting products and/or salt in accordance with all environmental laws of the Province in which the work is being performed.
- 3.2.2.3.3 Ice control agents must be used on all walkways and ingress/egress areas. When conditions warrant the Contractor will use sand and/or salt when other ice control agents become ineffective due to weather conditions to ensure the safety of those using the site.
- 3.2.2.3.4 Any excess accumulation or accidentally dumped ice control agents must be immediately removed by the Contractor and swept up at the Contractor's expense. It is the responsibility of the Contractor to recognize such instances and respond. The RCMP Project Authority reserves the right to determine excess accumulation or applications of ice control agents and will request the Contractor to clean up same should the Contractor not do so on his own accord.
- 3.2.2.3.5 The Contractor will endeavor to use environmentally friendly ice control agents where possible. In the event that such products are utilized in the performance to Services under this Contract, the Contractor will verify the use of such product for the compatibility with ground surface to ensure that any warranties for the site are not voided (i.e. landscaping, paving stones, concrete, etc.).

3.2.2.4 Snow Placement and Snow Clearing on Site

- 3.2.2.4.1 The Contractor will be permitted to pile snow in only those areas designated for such purpose. The designated area is the southwest corner of the property. When piling and hauling snow the Contractor will make every effort to ensure that property and landscape damage does not occur. Refer to Subsection 2.3.2.2.2.
- 3.2.2.4.2 Repositioning of stored snow on site, at the request of the RCMP Project Authority is to be considered part of this contract. The Contractor, at no additional cost will move stored snow to a new storage location on-site at the request of the RCMP Project Authority.

- 3.2.2.4.3 Care MUST be taken not to remove any gravel or to damage the water barrier when clearing snow from the gravel parking area. Blade level will be raised to ensure damage to gravel/grass area does not occur.
- 3.2.2.4.4 Snow will also be cleared from in front of the operational trailers, as identified by the RCMP Project Authority.

3.2.3 Schedule

- 3.2.3.1 The Contractor must begin snow clearing operations by 7:30 a.m., Monday through Friday.
- 3.2.3.2 Where snow clearing is required during normal business hours, priority will be given to the clearing of snow from all main entranceways, fire and emergency exits, walkways and shipping/receiving docks/areas and roadways. Staff parking areas will be cleared after hours or on weekends.

3.2.4 Availability and Response Times

- 3.2.4.1 The Contractor must be available for snow clearing and de-icing on a twenty-four (24) hour, seven (7) day a week basis.
- 3.2.4.2 The Contractor must provide the RCMP Project Authority with a contact name and telephone and/or pager number for call-out purposes. A telephone answering service or machine is not acceptable.
- 3.2.4.3 The Contractor must be available at all times and will not refuse any call for service requested by the RCMP Project Authority. Notwithstanding 2.2.2.2.8, the time lapse between the initial call-out and the point at which the Contractor is on site with all necessary equipment and manpower will not be greater than twelve (12) hours.

3.2.5 Site Conditions

- 3.2.5.1 The Contractor must ensure that the tenant's operations can be maintained with minimal disruption.
- 3.2.5.2 The Contractor must not store equipment of any type on, or at the site where the Service is being performed, unless otherwise authorized in writing by RCMP Project Authority.
- 3.2.5.3 The Contractor must protect the premises and any property adjacent to the Property from damage. The Contractor is responsible for any such damage, which may arise as the direct result of the Contractor's performance of services under the Contract.
- 3.2.5.4 All site dimensions and conditions must be verified by the Contractor.

- 3.2.5.5 All utilities and services (i.e. electrical, plumbing, or waterworks etc.) must be located by the Contractor through the appropriate authorities prior to commencing of the Services. Damaged utilities and services must be repaired immediately at the Contractor's expense to the satisfaction of the RCMP Project Authority.
- 3.2.5.6 The Contractor must not load or permit to be loaded any part of its equipment or material used in the connection with the Service which bear such weight or force that it or they will or could endanger:
 - i. The personal safety of persons located at the site
 - ii. The structural integrity or appearance of the Property, any part thereof, including any fixture or chattels located thereon, or
 - iii. The structural integrity or appearance of any adjacent property.

3.2.6 Safety

- 3.2.6.1 The Contractor must carry out the Services in a safe and efficient manner as would normally be required for any type of work being performed.
- 3.2.6.2 All Service must be in strict accordance with all Workplace Health and Safety standards, and any other applicable laws, bylaws, regulations or statutes, whether Municipal, Provincial or Federal.
- 3.2.6.3 All worker injury or accident must immediately be reported to the RCMP Project Authority.
- 3.2.6.4 All equipment operators must be qualified and experienced with equipment being operated and licensed by the authority having jurisdiction.

3.2.7 Damage

- 3.2.7.1 The Contractor is responsible for any damage incurred, whether by direct action or by omission of duty, during the execution of the services of this contract, and will at no expense to RCMP repair damage to the satisfaction of the RCMP Project Authority.
- 3.2.7.2 The Contractor must immediately report any property damage, to RCMP Project Authority.
- 3.2.7.3 Where damage affects the business operation or building services (i.e. fire hydrants, light standards, car plugs, valve boxes, etc.) a RCMP Project Authority will determine if the repair is to be commenced and completed immediately, same must be completed by the Contractor to the satisfaction of the RCMP Project Authority. If the repair is to be deferred until spring, same will be completed no later than May 31st of the current year and will be to the complete satisfaction of the RCMP Project Authority.
- 3.2.7.4 RCMP reserves the right to withhold payment in an amount consistent with the cost to repair said damage. The deadline for the process to begin on post winter clean

up and damage repair is May 31st of that year. Should repairs or clean up remain incomplete, and the Contractor has not responded after May 31st, RCMP can at their own discretion effect repairs and/or clean up and apply the cost of same to any amounts owed to the Contractor.

3.2.8 Equipment

3.2.8.1 The Contractor must provide the following:

- Supply all suitable equipment and trained manpower required for all Snow and Ice Control services to satisfy the performance of the scopes of work described within this contract.
- Equipment will be in very good mechanical condition and be free of defects.
- Equipment will be maintained properly to prevent leaks and spills of fuels, lubricants, hydraulic fluid, or coolants.
- The Contractor will replace or repair immediately any equipment that is defective or damaged.
- The Contractor will only use rubber-tired equipment. The use of non-rubber tired equipment must receive the consent, in writing, by the RCMP Project Authority in order that it may be used.
- All snow clearing equipment must be equipped with any and all safety equipment (i.e. amber flashing lights, front and rear lights, backup alarm, etc.) as specified by any Municipal, Provincial, or Federal laws or regulations.
- Any provincial requirements for permits to be displayed on snow clearing equipment must be adhered to.
- The Contractor will not leave any equipment idling and unattended under any circumstances.
- Equipment with a fuel capacity exceeding ten (10) litres will not be refueled on site.
- 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.
- Store, handle and dispose of fuel, wastes and hazardous waste materials properly and in accordance with all relevant municipal, provincial, and federal legislation.
- Contingency plans for the cleanup of spills will 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.

3.2.9 Post Winter Clean Up

3.2.9.1 The Contractor must clean-up of the site (to be power swept) following the last snowfall, but no later than May 31st of that year. This includes the removal of all grit materials used, be they sand or other. The replacement of any turf/shrubs/trees



as a result of Snow and Ice Control activities. The general condition of the site should be consistent with its condition of the previous fall.

3.2.9.2 All markers are to be removed no later than April 30th, of each year of the contract.

4.0 Submittals

- 4.1 Prior to the commencement of work, The Contractor must submit the following document to the Project authority in PDF format.:
 - 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.
 - Quality Assurance Plan
 - Documentation of WHIMIS training
 - Copies of all Material Safety Data Sheets for controlled products intended for use at the sites included in the Contract.
 - Names of individuals identified that will be the RCMP site. Those identified individuals must meet the security requirements as indicated in Part 6 Resulting Contract Clauses.
- 4.2 These documents must be directed to the Project Authority.

5.0 Reporting

- 5.1 The Contractor must provide incident reports to RCMP immediately following all occurrences.
- 5.2 The Contractor must notify RCMP immediately of any detected non-compliance or violation of RCMP, Environmental and Health and Safety requirements.
- 5.3 The Contractor must 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 RCMP.

6.0 Deliverables

The Contractor must:

- 6.1 Provide and transmit draft reports, final reports and bids in electronic PDF 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.
- 6.2 When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- 6.3 Recycle unneeded printed documents (in accordance with Security Requirements).

7.0 Meetings

- 7.1 The Contractor must hold seasonal (fall and spring) operational review meetings with the Project 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.
- 7.2 The Contractor must participate in a pre-job meeting before commencing the work, as required by RCMP.
- 7.3 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.
- 7.4 Meetings conducted via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;

8.0 Travel

8.1 Travel is not anticipated for this requirement. Any travel related expenses will be the responsibility of the Contractor.

9.0 Location of Work

Royal Canadian Mounted Police National Forensic Laboratory Services - Edmonton 15707 - 118 Avenue NW Edmonton, AB T5V 1B7

9.1 A site map can be found in Annex E - Site Map

ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm monthly rate, as specified below for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive monthly rate in Tables 1 and 2 below (columns A) and complete the extended price calculation (columns C). The Bidder must provide the applicable provincial tax rate. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The total evaluated price: C1 + C2 (taxes not included)

Table 1 - Grounds Maintenance Services

	Firm All-Inclusive		Firm All-Inclusive
Time Period	Price Per Month - CAD	Number of Months (B)	Price Per Period - CAD (A) x (B) = (C)
	(A)	(6)	(A) X (B) = (C)
Contract Year 1:		6	
2023-04-01 to 2023-09-30			
Contract Year 2:		6	
2024-04-01 to 2024-09-30			
Option Year 1:		6	
2025-04-01 to 2025-09-30			
Option Year 2:		6	
2026-04-01 to 2026-09-30			
	TOTAL FOR EVAL	UATION PURPOSES:	\$(C1)
	Provincial tax (if ap	oplicable)% HST	
		% GST	\$
		% PST	

Table 2 – Snow Removal Services

Time Period	Firm All-Inclusive Price Per Month - CAD (A)	Number of Months (B)	Firm All-Inclusive Price Per Period - CAD (A) x (B) = (C)
Contract Year 1:		6	
2023-10-01 to 2024-03-31			
Contract Year 2:		6	
2024-10-01 to 2025-03-31			
Option Year 1:		6	
2025-10-01 to 2026-03-31			
Option Year 2:		6	
2026-10-01 to 2027-03-31			
	TOTAL FOR EVAL	UATION PURPOSES:	\$(C2)
	Provincial tax (if ap	oplicable)% HST	
		% GST	\$
		% PST	

Table 3 - Total Evaluated Proposal Price

Total Evaluated Proposal Price	TOTAL PRICE = C1 + C2	Total Price	\$
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ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
			Security Classification / Classification de sécurité

		REMENTS CHECK L				
			S À LA SÉCURITÉ (LV	ERS)		
PART A - CONTRACT INFORMATION / PARTIE A -		ONTRACTUELLE	6.6.1.6:1.1		B: ::	
Originating Government Department or Organization			2. Branch or Directorate / I			
Ministère ou organisme gouvernemental d'origine	RCMP		FS&IS, NATIONAL FO			
3. a) Subcontract Number / Numéro du contrat de sou	us-traitance	b) Name and Addres	s of Subcontractor / Nom e	t adresse du sous-tra	itant	
4.5.45	- 4					
 Brief Description of Work / Brève description du tra 						
This SRCL will be used for all contractors that provide gr Laboratory Services building located at 15707 118 Avenu					Forensic	
Laboratory Services building located at 15767 116 Avenu	de IVV, Editionion, Ab	TOV ID7. NO CONTRACTORS	NOTKING BINDER BIND SINGE REQUI	e access to the facility.		
5. a) Will the supplier require access to Controlled Go	ods?				No Yes	
Le fournisseur aura-t-il accès à des marchandis				✓	Non Oui	
5. b) Will the supplier require access to unclassified n	nilitary technical dat	ta subject to the provisio	ns of the Technical Data Co	ontrol	No Yes	
Regulations?						
Le fournisseur aura-t-il accès à des données tec	chniques militaires n	non classifiées qui sont a	ssujetties aux dispositions	du Règlement		
sur le contrôle des données techniques?						
Indicate the type of access required / Indiquer le ty	pe d'accès requis					
6. a) Will the supplier and its employees require acce	ss to PROTECTED	and/or CLASSIFIED inf	ormation or assets?		No Yes	
Le fournisseur ainsi que les employés auront-ils				SIFIÉS? ✓	Non Oui	
(Specify the level of access using the chart in Q						
(Préciser le niveau d'accès en utilisant le tableau						
6. b) Will the supplier and its employees (e.g. cleaner			o restricted access areas?	No access to	No Yes	
PROTECTED and/or CLASSIFIED information of					Non L Oui	
Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTEG			des zones d'acces restrein	tes? L'acces		
des renseignements ou a des biens PROTES e. c) Is this a commercial courier or delivery requirem					No Yes	
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sa	ns entrenosage de nuit?		✓	Non Oui	
CONCENSION OF CHARACTER CONCENSION OF CONCEN	AT IN COUNTY OF THE COUNTY OF	THE STREET STREET				
a) Indicate the type of information that the supplier	will be required to a	access / Indiquer le type	d'information auquel le fou	misseur devra avoir a	acces	
Canada	NATO	O / OTAN	Fore	ign / Étranger	1	
7. b) Release restrictions / Restrictions relatives à la	diffusion					
No release restrictions	All NATO countrie	95 —	No release re	strictions —		
Aucune restriction relative	Tous les pays de		Aucune restri			
à la diffusion			à la diffusion		_	
	l					
Not releasable	l		- 1			
A ne pas diffuser	l		- 1			
Restricted to: / Limité à :	Restricted to: / Lir	mité à .	Restricted to:	/ Limité à .	7	
				_	_	
Specify country(ies): / Préciser le(s) pays :	Specify country(is	es): / Préciser le(s) pays	: Specify count	ry(ies): / Préciser le(s) pays :	
	l		- 1			
7. c) Level of information / Niveau d'information						
PROTECTED A	NATO UNCLASS	IFIED -	PROTECTED	Δ	Т -	
PROTÉGÉ A	NATO NON CLAS		PROTÉGÉ A	^		
PROTECTED B	NATO RESTRICT		PROTECTED		-	
PROTÉGÉ B	NATO DIFFUSIO		PROTEGÉ B	•		
PROTECTED C	NATO CONFIDE		PROTECTED	c	-	
PROTÉGÉ C	NATO CONFIDE	ALL STATES	PROTÉGÉ C	_		
CONFIDENTIAL	NATO SECRET		CONFIDENTI	41		
CONFIDENTIEL	NATO SECRET		CONFIDENTI	1.7 7		
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SECRET	COSMIC TRÈS S		SECRET			
TOP SECRET			TOP SECRET			
TRÈS SECRET			TRÈS SECRE			
TOP SECRET (SIGINT)			TOP SECRET			
TRÈS SECRET (SIGINT)			TRÈS SECRE			

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
			Security Classification / Classification de sécurité

Will the sup Le fournisse	inued) I PARTIE A (suite) plier require access to PROTECTED our aura-t-il accès à des renseignem ate the level of sensitivity:	and/or CLASSIFIED COMSEC ents ou à des biens COMSEC dé	information or assets? ésignés PROTÉGES et/ou CLAS	SSIFIÉS?	✓ No Non	Yes Oui		
	native, indiquer le niveau de sensibil plier require access to extremely ser		seate?		✓ No □	Yes		
	eur aura-t-il accès à des renseignem				Non _	Oui		
	s) of material / Titre(s) abrégé(s) du r Number / Numéro du document :	matériel :						
PART B - PER	RSONNEL (SUPPLIER) / PARTIE B							
10. a) Personn	el security screening level required	Niveau de contrôle de la sécurit	é du personnel requis					
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR				
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RES SECRET			
✓	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments:	Facility Access Level 1 - FA1						
	Commentaires spéciaux : KOMP	,, ,				_		
	NOTE: If multiple levels of screenin REMARQUE: Si plusieurs niveau:			e la sécurité doit être	fourni.			
	screened personnel be used for porti onnel sans autorisation sécuritaire p	ons of the work?			V No Non	Yes Oui		
If Yes, v	vill unscreened personnel be escorte ffirmative, le personnel en question	d?	ou uavan:		No Non	Yes Oui		
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTIO	N (FOURNISSEUR)					
	ON / ASSETS / RENSEIGNEME							
11. a) Will the	supplier be required to receive and	store PROTECTED and/or CLAS	SIFIED information or assets on	its site or	No [Yes		
premise Le four	s? isseur sera-t-il tenu de recevoir et d				V Non ∟	Oui		
CLASSI	FIÉS?							
	supplier be required to safeguard Co sseur sera-t-il tenu de proteger des		OMSEC?		✓ No Non	Yes Oui		
PRODUCTIO	ON.							
ricoboonic								
	production (manufacture, and/or repair	and/or modification) of PROTECT	ED and/or CLASSIFIED material	or equipment	No No	Yes		
Les inst	the supplier's site or premises? allations du fournisseur serviront-elles	à la production (fabrication et/ou r	éparation et/ou modification) de n	natériel PROTÉGÉ	▼ Non	Oui		
et/ou CL	ASSIFIÉ?							
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11. d) Will the	supplier be required to use its IT syste	ms to electronically process, produ	ice or store PROTECTED and/or	CLASSIFIED	No [Yes		
informat	ion or data?				V Non _	Oui		
	isseur sera-t-il tenu d'utiliser ses prop nements ou des données PROTÉGES		alter, produire od stocker electror	nquement des				
11. e) Will then	1. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?							
Dispose	ra-t-on d'un lien électronique entre le ementale?			ence	V Non ∟	Oui		
TBS/SCT 35	0-103(2004/12)	Security Classification / Cla	ssification de sécurité					

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

ART C - (continue																
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Grounds Maintenance SRCL #: 2022-111225

Prepared by: NWR Departmental Security Section Royal Canadian Mounted Police

Bespalko,Cynthia Digitally rigined by Ann Margaret,000101 Margaret,000101 Margaret,000101 00 0647/15-06107

DSS Physical Signature: 935 Margaret,000101 Olive 2022,00.07



General Security Requirements

Description of Work: This SRCL will be used for all contractors that provide grounds maintenance such as lawn maintenance, snow removal and repairs on the grounds of the National Forensic Laboratory Services building located at 15707 118 Avenue NW, Edmonton, AB T5V 1B7. No contractors working under this SRCL require access to the facility.

Security Clearance: RCMP Facility Access Level 1 FA1

NWR DSS Internal Use ONLY Intake Diary Date for SRCL (Expiry): 2025 03 04

All contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- 1. All Protected information (hard copy documentation) or other sensitive assets for which the RCMP is responsible will be shared with the contractor through pre approved processes.
- 2. The information disclosed by the RCMP will be administered, maintained, and disposed of in accordance with the Contract. At minimum the contractor must follow the Policy on Government Security.
- 3. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure. (i.e. loss of sensitive information, accidental or deliberate.)
- 4. Photography is not permitted. If photos are required, please contact the Organization Project Authority and Departmental Security Section.
- 5. The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- 6. The contractor is not permitted to disclose sensitive information provided by the RCMP, to any sub contractors, without those individuals having the proper RCMP security level required to access the protected information.
- 7. The RCMP's Departmental Security Section (DSS) reserves the right to:
 - conduct inspections of the contractor's site/premises. Inspections may be performed prior to sensitive information being shared and/or as required (i.e. if the contractor's work location relocates). The intent of the inspection is to ensure the quality of security safeguards.
 - request photographic verification of the security safeguards. Photographs may be requested prior
 to sensitive information being shared and/or as required (i.e. if the contractor's work location
 relocates). The intent of the photographs is to ensure the quality of security safeguards.
 - provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site specific safeguards).

8. To ensure Canada's sovereign control over its data, all sensitive or protected data under government control will be stored on servers that reside in Canada. Data in transit will be appropriately encrypted.

Physical Security

Storage: Protected information/assets must be stored in a container acceptable to the RCMP DSS.
The container must be located (at minimum) within an "Operations Zone". As such, the
contractor's facility must have an area/room that meets the following criteria:

Operations Zo	ne
Definition	An area where access is limited to personnel who work there and to properly escorted visitors.
	Note: The personnel working within the Operational Zone must:
	 possess a valid RCMP Reliability Status (RRS), or
	 be escorted by an individual who possesses a valid RRS
Perimeter	Must be indicated by a recognizable perimeter or a secure perimeter depending
	on project needs. For example, the controls may be a locked office or suite.
Monitoring	Monitored periodically by authorized employees. For example, users of the
	space working at the location are able to observe if there has been a breach of
	security.

Note: Refer to Appendix A for more information on the Security Zone concept.

- Discussions: Where sensitive conversations are anticipated, Operations Zones must have a stand
 off from public spaces or be designed with acoustic speech privacy properties (where the user has a
 reasonable expectation that they will not be overheard). For example, private room/office and/or
 boardroom.
- Production: The production (generation and/or modification) of Protected information or assets must occur in an area that meets the criteria of an Operations Zone.
- 4. Destruction: All drafts or misprints (damaged copies and/or left over copies) must be <u>destroyed</u> by the contractor. Protected information must be destroyed in accordance with the RCMP's Security Manual. The equipment/system (i.e. shredder) used to destroy sensitive material is rated according to the degree of destruction. RCMP approved destruction equipment must be utilized.

Approved levels of destruction for Protected B include:

Residue size must be less than 1 x 14.3 mm (particle cut).

Note:

- If the contractor is unable to meet the RCMP's destruction requirements, all sensitive information/assets are to be returned to the RCMP for proper destruction.
- Any sensitive drafts/misprints awaiting disposal must be protected in the agreed upon manner until destroyed.



Transport/Transmittal: The physical exchange of sensitive information must follow the Contract.
 When a delivery service is used, it must offer proof of mailing, a record while in transit and of delivery.

Transport	Transport: to transfer sensitive information and assets from one person or place to another by someone with a need to know the information or need to access the asset.
Transmittal	Transmit: to transfer sensitive information and assets from one person or place to another by someone without a need to know the information or need to access the asset.

Note:

- For Transport of Protected "B" information (travel to/from neutral locations for meetings and/or interviews): In place of a single envelope, a briefcase or other container of equal or greater strength may be used. Double envelope/wrap to protect fragile contents or to keep bulky, heavy or large parcels intact.
- For Transmittal of Protected "B" information (Canada Post or registered courier): Address in a nonspecific manner. Add "To Be Opened Only By" because of the need-to-know or needto-access principles when warranted.

IT Security

Appropriate Control of Protected A and B Information

Transport/Transmittal

- If there is a requirement to send RCMP Protected A or Protected B information electronically, it
 must be sent using a FIPS 140-2 compliant portable storage device provided by the RCMP, with
 access restricted to RCMP security cleared contractor personnel only and the RCMP client. The FIPS
 140-2 compliant portable storage device must be delivered by-hand or shipped by an approved
 courier to the contractor's location. Sensitive RCMP information shall not be transmitted to or from
 any external email address.
- The password for the portable storage device is to be provided verbally, either in person or by telephone to RCMP security cleared contractor personnel only.
 - IF electronic processing of Protected A or B RCMP information is required, the contractor must ensure the information is:
 - encrypted while at rest
 - encrypted while in transit; and
 - access controls are implemented.



Note: Advanced Encryption Standard (AES) Algorithm with key lengths of 128, 192 and 256 bits is approved for encrypting Protected A and B information.

Mobile Users

- 1. Use only RCMP-issued equipment approved for mobile use.
- Use an approved full-disk encryption method on laptop computers and encrypt sensitive information when not in use
- Remove your credential/authentication token and keep it on your person, when the technology it is used with is left unattended.
- Ensure that the laptop and/or storage media containing sensitive information are stored in an authorized security container if the information is not encrypted. See AM ch. XI.3., sec. H

Telephony

- All voice communication by any cellular or mobile telephone must be restricted to non-sensitive information, unless the phone is specifically accredited and issued for sensitive information.
- Use of RCMP supplied smartphones/cellphones are restricted to RCMP employees, authorized organizations and their agents working on behalf of the RCMP, and authorized organizations and their agents.
- RCMP supplied smartphones/cellphones are only authorized to process up to and including Protected A information on the corporate workspace side for the purpose of RCMP business.
- Only RCMP supplied external peripheral devices may be used externally with a RCMP supplied smartphone.

Printing, Scanning, and Photocopying

 If electronic RCMP Protected information has to be printed / scanned, the contractor must have additional/dedicated computer(s), printer(s)/scanners. This equipment must not be connected to the local area network nor the Internet. This computer(s) will require RCMP approved disk drive encryption.

Storing

- 10.If required, backup of RCMP Protected A or B information is subject to the same security guidelines (encryption and access controls) as is the live information.
- 11. Electronic records must be destroyed according to ITSG-06 Clearing and Declassifying Electronic Data Storage Devices (refer to https://www.cse-cst.gc.ca/en/node/270/html/10572 for further into). Protected information is to be cleared using the following options:

- Media containing PROTECTED government information can only be re-used after all data areas of the media have been alternatively overwritten with any character and its complement (e.g. binary 1s then binary 0s) for a minimum of three times.
- Media containing PROTECTED government information that are not overwritten to the satisfaction of the RCMP are to be destroyed in accordance with RCMP approved methods (approved metal-destruction facility, incineration, emery wheel or disk sander, dry disintegration, pulverizing or smelting).
- 12. All RCMP supplied storage devices used throughout the duration of this contract must be returned to the RCMP immediately upon contract termination.

Personnel Security Requirements

RCMP Facility Access, Level I, II, III & IV

For contractors who only require access to an RCMP facility and will not have access to protected or classified information, systems, assets and facilities. In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

When the RCMP requires Facility Access Level 1 or 2; the successful Bidder, Contractor will submit the following to the RCMP:

- Form TBS 330-23
- Copy of Government issued, signature bearing photo Identification (Front and Back)

When the RCMP requires Facility Access Level 3 or 4; the successful Bidder, Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Form TBS 330-60
- 3. Copy of Government issued, signature bearing photo Identification (Front and Back)
- 4. Two sets of fingerprints

The RCMP:

- 1. Will conduct local law enforcement checks.
- 2. is responsible for escorting requirements on its facilities or sites
- Does not require organizational or personnel security clearances for suppliers and/or contractors providing services.
- Will complete the PWGSC Requisition Form 9200 to indicate the security requirement with no SRCL.

RCMP Reliability Status (RRS), Secret or Top Secret Clearance

For contractors who require access to RCMP protected information, systems, assets and/or facilities. In this scenario, the RCMP wishes to conduct all checks required for obtaining an RRS. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the above to any contractor personnel, at any time.

When the RCMP identifies a requirement for RRS or a security clearance; the successful Bidder, Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Form TBS 330-60
- 3. Form 1020-1 (Security Interview)
- Two pieces of Government issued, signature bearing, photo identification (Birth Certificate and Driver's licence)
- 5. Two sets of fingerprints
- Working Visa (where applicable)
- 7. Two passport photographs

The RCMP:

- will conduct personnel security screening checks above the Policy on Government Security requirements
- 2. is responsible for escorting requirements on its facilities or sites
- will security screen any Key Senior Officials (KSOs) identified by CISD (requirement for Classified information)

Appendix A – Security Zone Concept

The Government Security Policy (Section 10.8 - Access Limitations) stipulates that "departments must limit access to classified and protected information and other assets to those individuals who have a need to know the information and who have the appropriate security screening level".

The Operational Security Standard on Physical Security (Section 6.2 - Hierarchy of Zones) states that "departments must ensure that access to and safeguards for protected and classified assets are based on a clearly discernable hierarchy of zones".



Public Zone is where the public has unimpeded access and generally surrounds or forms part of a government facility. Examples: the grounds surrounding a building, or public corridors and elevator lobbies in multiple occupancy buildings.

Reception Zone is where the transition from a public zone to a restricted-access area is demarcated and controlled. It is typically located at the entry to the facility where initial contact between visitors and the department occurs; this can include such spaces as places where services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.

Operations Zone is an area where access is limited to personnel who work there and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically. Examples: typical open office space, or typical electrical room.

Security Zone is an area to which access is limited to authorized personnel and to authorized and properlyescorted visitors; it must be indicated by a recognizable perimeter and monitored continuously, i.e., 24 hours a day and 7 days a week. Example: an area where secret information is processed or stored.

High Security Zone is an area to which access is limited to authorized, appropriately-screened personnel and authorized and properly-escorted visitors; it must be indicated by a perimeter built to the specifications recommended in the TRA, monitored continuously, i.e., 24 hours a day and 7 days a week and be an area to which details of access are recorded and audited. Example: an area where high-value assets are handled by selected personnel.

Access to the zones should be based on the concept of "need to know" and restricting access to protect employees and valuable assets. Refer to RCMP Guide G1-026, Guide to the Application of Physical Security Zones for more detailed information.

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 annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - 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.

- I. 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 <u>Department of Justice Act,S.C. 1993</u>, <u>c. J-2</u>, 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 - SITE MAP

