



Royal Canadian Gendarmerie royale  
Mounted Police du Canada

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

Bid Receiving/Réception des soumissions

Email / courriel : E\_Pacific\_Bids@rcmp-grc.gc.ca  
Attention: Amy Wang

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Snow Removal Maintenance Services for Whitehorse Detachment Compound and Hangar		<b>Date</b> 2023-12-11
<b>Solicitation No. – N° de l'invitation</b> M8026-3-0056		
<b>Client Reference No. - No. De Référence du Client</b> 202402688		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	1400	PST (Pacific Standard Time) HNP (heure normale du Pacifique)
<b>On / le :</b>	2024-01-11	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> RCMP Real Property 4100 4th Avenue Whitehorse, YT Y1A 1H5		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à :</b>  E_Pacific_Bids@rcmp-grc.gc.ca		
<b>Telephone No. – No. de telephone</b>  236-330-3559		

<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



**Important Notice to Bidders:**

**Conditional Set-Aside Under the Procurement Strategy for Indigenous Business (PSIB)**

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business.

In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1. Security Requirement
- 1.2. Statement of Work
- 1.3. Comprehensive Land Claims Agreement(s)
- 1.4. Set-aside Under the Federal Government's Procurement Strategy for Indigenous Business (PSIB)
- 1.5. Debriefings
- 1.6. Recourse Mechanisms

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative
- 2.6. Optional Site Visit
- 2.7. Volumetric Data

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1. Certifications Precedent to Contract Award and Additional Information
- 5.2. Certifications Required with the Bid
  - Attachment A to Part 5: Certificate of Independent Bid Determination
  - Attachment B to Part 5: Set-Aside Program for Indigenous Business – Certification

### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1. Security Requirement
- 6.2. Statement of Work
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Payment
- 6.8. Invoicing Instructions



- 6.9. Certifications and Additional Information
- 6.10. Applicable Laws
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. Insurance Requirements
- 6.14. SACC Manual Clauses

**List of Annexes:**

- Annex **A** Statement of Work
- Annex **B** Basis of Payment
- Annex **C** Security Requirements Check List (SRCL)
- Annex **D** Commercial General Liability Insurance



## **PART 1 - GENERAL INFORMATION**

NOTE: [Canada Buys](#) is the new official source for Government of Canada tender and award notices. [Buy and Sell](#) remains as a source for information, procurement policy and guidelines.

### **1.1 Security Requirements**

1.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

### **1.2 Statement of Work**

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

### **1.3 Comprehensive Land Claims Agreement(s)**

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

- Ta'an Kwach'an Council Final Agreement (2002)
- Kwanlin Dun First Nation Final Agreement (2005)

### **1.4 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.



If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

## 1.5 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.

## 1.6 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) 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 [Office of the Procurement Ombudsman \(OPO\)](#).

<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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days



Insert: 90 days

## **2.2 Submission of Bids**

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

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile to RCMP will not be accepted.

### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.3 Enquiries - Bid Solicitation**

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

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

## **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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



## 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)

## 2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 4100 4th Avenue, Whitehorse, Yukon Territory Y1A 1H5 on December 19<sup>th</sup>, 2023. The site visit will begin at 1130 MST, in front of the Detachment building.

Bidders are requested to communicate with the Contracting Authority via email: [E\\_Pacific\\_Bids@rcmp-grc.gc.ca](mailto:E_Pacific_Bids@rcmp-grc.gc.ca), no later than December 18<sup>th</sup>, 2023 1400 PST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 2.7 Volumetric Data

The volumetric data (*estimated number of hours for as and when required work*) has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.





## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

#### **Important Note:**

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

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



- a) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. 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:
  - a. 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
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Bid**

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

**Section II: Financial Bid**

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

**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.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical 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.

NO.	MANDATORY CRITERIA	REFERENCE Where in Bidder's Proposal [Completed by Bidder]	ASSESSMENT-COMPLIANT? YES OR NO [Completed by RCMP Evaluator]
<b>M1</b>	<p>Experience and Past Performance- Bidder must have a minimum of two (2) years of experience in the last four (4) years providing snow removal services. Bidder must indicate when they started their snow removal service</p> <p>_____ .            YYYY/MM/DD.</p> <p>The bidder must demonstrate this experience by providing the details of one commercial project they have completed or are working on. The project description should include as a minimum:</p> <ul style="list-style-type: none"> <li>a) Client organization name;</li> <li>b) Start date and end date (specify month and year or indicate if work is still in progress);</li> <li>c) A description of the scope of services provided.</li> </ul>		



<b>M2</b>	Bidder must have in operation at least two (2) pieces of heavy equipment equipped with down pressure on the snow removal blade, or equipment capable of removing hard packed snow, (not counting 1/2 or 3/4 ton trucks equipped with plow blades) on site to remove snow during and immediately following each snowfall. This equipment may be a combination of backhoe, pay loader, dump truck, and sand / salt spreader. Plow and equipment blades must be adjusted, including down pressure if required, so as to leave a minimum amount of snow on the roadway and other areas.  Bidder must provide a description what equipment they will use complete the work described in Annex A.		
-----------	---	--	--

**4.1.2 Financial Evaluation**

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

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included.

**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.



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

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

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

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.



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

### **5.1.3.1 Independent Bid Determination**

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

### **5.1.3.2 Former Public Servant**

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

#### *Definitions*

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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



of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

*Former Public Servant in Receipt of a Pension*

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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.

## **5.2 Certifications Required with the Bid**

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

### **5.2.1 Conditional Set-aside for Indigenous Business**

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Attachment B to Part 5) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.



**Attachment A to PART 5  
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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

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

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a. has been requested to submit a bid in response to this call for bids;
  - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;





- b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
  
- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a bid; or
  - d. the submission of a bid which does not meet the specifications of the call for bids;except as specifically disclosed pursuant to paragraph (6)(b) above;
  
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
  
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

---

(Printed Name and Signature of Authorized Agent of Bidder)

---

(Position Title)

---

(Date)



**ATTACHMENT B TO PART 5  
SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION**

**1. Set-aside for Indigenous Business**

**1.1** This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

**1.2** The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

**1.3** The Bidder must check the applicable box below:

- i.  The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii.  The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

**1.4** The Bidder must check the applicable box below:

- i.  The Indigenous business has fewer than six full-time employees.

**OR**

- ii.  The Indigenous business has six or more full-time employees.

**1.5** The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

**1.6** By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



**2. Owner/ Employee Certification – Set-aside for Indigenous Business**

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:

I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
**Name of owner and/or employee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**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 (SRCL and related clauses) apply and form part of the Contract:

- a) The Contractor personnel must hold an RCMP Facility Access Level 1 Status, granted or approved by the RCMP. Escort required only when contractors are accessing Operational zones and secured areas. Security and high security zones are not permitted.
  - Refer to Annex "C" where the SRCL is provided.
- b) The Contractor must advise front desk when on site and MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

#### **6.3.1 General Conditions**

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The Work is to be performed during the period of October 1<sup>st</sup>, 2024 to May 31<sup>st</sup>, 2025.



**6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional two-year period(s) under the same conditions. The two (2) option periods are the following:

- Option period 1 – October 1<sup>st</sup>, 2025 to May 31<sup>st</sup>, 2027
- Option period 2 – October 1<sup>st</sup>, 2027 to May 31<sup>st</sup>, 2029

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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**6.4.3 Comprehensive Land Claims Agreement(s)**

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

- Ta'an Kwach'an Council Final Agreement (2002)
- Kwanlin Dun First Nation Final Agreement (2005)

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Amy Wang  
 Title: Team Lead, Procurement, Contract & Material Management  
 Directorate: Royal Canadian Mounted Police- Procurement and Contracting Unit  
 Address: 14200 Green Timbers Way, Surrey, BC V3T 6P3  
 Telephone: 236-330-3559  
 E-mail address: amy.wang@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 *(to be inserted at contract award)***

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



Royal Canadian Mounted Police

Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_ \_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**6.5.3 Contractor's Representative (to be inserted at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_ \_\_\_ \_\_\_\_\_  
Facsimile: \_\_\_ \_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment – Monthly Snow Removal- Firm unit price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex “B” for a cost of \$ \_\_\_\_\_. Customs duties are included, and Applicable Taxes are extra.

**6.7.1.1 Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



## **6.7.2 Basis of Payment – As and When Required Work – Firm Hourly Rate**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly price, as specified in Annex “B” for a cost of \$ \_\_\_\_\_. Customs duties are included, and Applicable Taxes are extra.

### **6.7.2.1 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Method of Payment - Monthly Payments**

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

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada

## **6.8 Invoicing Instructions**

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.

Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 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.

### **6.9.2 Indigenous Business Certification**

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## **6.11 Priority of Documents**

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

- a. the Articles of Agreement;
- b. the general conditions 2010C (2022-12-01), General Conditions - Services (Medium Complexity);





- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Commercial General Liability Insurance
- g. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## **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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **6.13 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada,



however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.14 SACC *Manual* Clauses**

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



---

**ANNEX A - STATEMENT OF WORK**

**1. TITLE**

Snow Removal and Sanding Services at RCMP Whitehorse Headquarters Building and RCMP Whitehorse Air Services Hangar

**2. BACKGROUND**

This Contract is for the supply of all necessary labour, equipment, material, supervision and transportation necessary to provide Snow Removal and Sanding services for the **RCMP Detachment Headquarters and Hangar in Whitehorse, Yukon**. Services must be provided on an automatic basis when an accumulation of 3 inches (3”) or more occurs as per weather reports by Environment Canada [Whitehorse, YT - 7 Day Forecast - Environment Canada \(weather.gc.ca\)](http://weather.gc.ca), and on an “as and when required” basis.

**3. ACRONYMS**

RCMP	Royal Canadian Mounted Police
SA	Site Authority
TA	Technical Authority

**4. TASKS**

Services must be provided when conditions warrant and/or when deemed necessary by the SA on an as and when required basis. Sub-contractors must meet security clearance requirements set out in Annex C.

**4.1 PRE-WINTER PREPARATIONS**

**4.1.1** 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.

**4.2 SNOW AND SANDING CONTROL**

**4.2.1** The Contractor must clear and remove snow on an automatic basis, and make every effort, so that an accumulation of snow not greater than 7cm (three inches, 3”) will remain in the event of continuing snowfall.

**4.2.2** The Contractor must provide all snow and sanding services on and around all roadways, parking lots, buildings fire lanes, and emergency paths. This includes, sweeping, plowing, transporting, removing, and sanding.

**4.2.3** Sanding material should consist of traction sand.

**4.2.4** The Contractor must clear snow and ice and drifting snow, but not push or pile snow 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 SA.

**4.2.5** The Contractor must supply and spread sand immediately upon snow clearing to prevent slippery conditions on all areas such as: roadways, parking lots, fire routes, emergency exits,



- 4.2.6 The Contractor must include the application of sand to remove ice patches that might occur as a consequence of melting and freezing snow accumulations, freezing rain, etc.
- 4.2.6 The Contractor must conduct inspections of the premises to ensure that snow removal and sanding activities are undertaken in a timely manner and to prevent the formation of hazardous snow or ice conditions.
- 4.2.7 The Contractor must remain informed of the current weather forecasts and pro-actively respond to snow removal and sanding requirements.
- 4.2.8 The Contractor must maintain all entrances, parking lot, fire lanes, and visitor parking be free of snow, ice and other obstructions.
- 4.2.9 The Contractor must ensure all roadway signs, parking and directional signs are unobstructed after each snowfall.

#### **4.3 SNOW REMOVAL**

- 4.3.1 The parking lot and hangar is in use 24/7 and may not be empty. Contractor should be aware of surrounding vehicles and work around them.
- 4.3.2 Contractor must remove snow from any empty stalls when made available during snow clearing.
- 4.3.3 The Contractor must pile snow in only those areas designated for such purpose. Snow pile must be removed within 24 hours from conclusion of work. Refer to Appendix A site map <sup>1</sup>. When piling and hauling snow the Contractor must ensure that property and landscape damage does not occur. Piles of snow and ice must not be higher than 4 meters (13 feet) in the designated area and the Contractor must ensure that access and egress to the site is not blocked or that the piles of snow reduce the amount of parking spaces.

#### **4.4 POST-WINTER / SPRING-SUMMER WORK**

- 4.4.1 The Contractor must participate in a site inspection at the end of snow season to document damages caused by the contractor during the snow plowing or removal operations.
- 4.4.2 The Contractor must clean-up the site (to be power swept where there is concrete/asphalt) no later than May 15. A power sweeper must be used for post winter clean up. This includes the removal of all grit materials used, be they sand or other. The replacement of any turf, shrubs, trees and gravel as a result of Snow and sanding activities. The general condition of the site should be consistent with its condition of the previous fall.
- 4.4.3 The contractor must, at end of snow season, provide clean-up of garbage and loose material, re-position any boulders/rocks moved by heavy equipment.

### **5. DELIVERABLES**

#### **5.1 SCHEDULE**

---

<sup>1</sup> Areas may be more clearly identified during the initial and seasonal (fall and spring) on-site operational review meetings with the SA. Snow to be piled in the most non-disruptive area(s) of the properties.



**5.1.1** The contractor must commence snow clearing operations at least one (1) hour prior to the commencement of normal business hours (7:00 a.m).

**5.1.2** Where snow removal is required during normal business hours, priority must be given to the clearing of snow from all main entranceways, fire and emergency exits. Staff parking areas must be cleared following the aforementioned requirements.

## **5.2 AVAILABILITY AND RESPONSE TIMES**

**5.2.1** The Contractor must be available for snow removal and sanding on a twenty-four (24) hour, seven (7) day a week basis.

**5.2.2** The Contractor must provide the SA with a contact name and telephone/pager number for call-out purposes. A telephone answering service/machine is not acceptable.

**5.2.3** The Contractor must be available at all times and must not refuse any call for service requested by the SA. The time lapse between the initial call-out and the point at which the Contractor is on site with all necessary equipment and labour must not be greater than three (3) hours.

## **5.3 SITE CONDITIONS**

**5.3.1** The Contractor must ensure that the tenant's operations can be maintained with minimal disruption.

**5.3.2** 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 SA.

**5.3.3** 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.

**5.3.4** All site dimensions and conditions must be verified by the Contractor.

**5.3.5** 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 SA.

**5.3.6** 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:

- a) The personal safety of persons located at the site
- b) The structural integrity or appearance of the Property, any part thereof, including any fixture or chattels located thereon, or
- c) The structural integrity or appearance of any adjacent property.

## **5.4 SAFETY**

**5.4.1** 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.



- 5.4.2 All Services must be in strict accordance with all Workplace Health and Safety standards, the contractor must be in good standing with Yukon Worker's Compensation Board (WCB) and any other applicable laws, bylaws, regulations or statutes, whether Municipal, Provincial, Territorial or Federal.
- 5.4.3 All worker injury or accident must immediately be reported to the SA.
- 5.4.4 All equipment operators must be qualified and experienced with equipment being operated and valid licensed by the authority having jurisdiction.

## 5.5 DAMAGE

- 5.5.1 The Contractor will be responsible for any damage incurred, whether by direct action or by omission of duty, during the execution of the services of this contract, and must at no expense to RCMP repair damage to the satisfaction of the SA.
- 5.5.2 The Contractor must immediately report any property damage, to the SA.
- 5.5.3 Where damage affects the business operation or building services (i.e. fire hydrants, light standards, car plugs, valve boxes, etc.) SA will determine if the repair is to be commenced and completed immediately, it must be completed by the Contractor to the satisfaction of the SA. If the repair is to be deferred until spring, same must be completed no later than 30 days after notice to the Contractor of the current year and will be to the complete satisfaction of the SA.
- 5.5.4 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 30 days after notice to the Contractor of that year. Should repairs or clean up remain incomplete, and the Contractor has not responded after 30 days, 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.

## 5.6 COMPLIANCE REQUIREMENTS

- 5.6.1 The contractor must conform to the following Codes and Standards, and provide proof upon SA request:
  - 5.6.1.1 Comply with Canadian Labour Code Part II and the Canada Occupational Health and Safety Regulations and any other applicable laws, bylaws, regulations or statutes whether Municipal, Provincial or Federal.
  - 5.6.1.2 Equipment operator(s) must hold valid licensed by the governing body and experienced with the equipment being operated.
  - 5.6.1.3 The contractor must comply with all environmental and safety requirements during the work under this contract.
  - 5.6.1.4 Contractor must adhere to all municipal, territorial and federal Transport Canada regulations, encompassing safety inspection and licensing requirements, including the [National Safety Code](#), throughout the execution of this contract. All provincial, territorial and federal jurisdictions have the authority and responsibility to regulate all carriers who operate within their borders.



5.6.1.5 The Contractor further agrees to abide by all applicable municipal, territorial and Federal regulations and guarantees that all items subject to WCB requirements will not violate those requirements.

## **5.7 REPORTING**

- 5.7.1** The Contractor must provide incident reports of damages caused by the contractor during the snow plowing or removal operations to the SA immediately following all occurrences.
- 5.7.2** The Contractor must notify the SA immediately of any detected non-compliance or violation of environmental or health and safety requirements.
- 5.7.3** The Contractor will maintain an activity 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 the SA.

## **6. DATE OF DELIVERY**

The services are required from October 1<sup>st</sup>, 2024 to May 31<sup>st</sup>, 2025, with irrevocable option to extend the term of the Contract by up to two (2) additional two-year period(s) under the same conditions. The two (2) option periods are the following:

- Option period 1 – October 1<sup>st</sup>, 2025 to May 31<sup>st</sup>, 2027
- Option period 2 – October 1<sup>st</sup>, 2027 to May 31<sup>st</sup>, 2029

## **7. LANGUAGE OF WORK**

The language of all work and deliverables must be English.

## **8. LOCATION OF WORK**

The work must be performed at:

- 8.1 RCMP Whitehorse Headquarters**  
4100 4<sup>th</sup> Ave  
Whitehorse, Yukon  
Y1A 1H5 Canada
- 8.2 RCMP Whitehorse Air Services Hangar**  
125 Condor Rd  
Whitehorse, Yukon.  
Y1A 6E6 Canada

## **9. TRAVEL**

The Contractor is not required to travel under this contract.

## **10. MEETINGS**

- 10.1** The Contractor must hold seasonal (fall and spring) operational review meetings with the SA. These meetings will provide a valuable opportunity for both parties to document conditions, evaluate performance and discuss any issues such as problem identification and resolution, continuous improvements, special projects undertaken in the reporting period, general issues or concerns, financial issues and environmental health and safety issues. The Contractor will keep minutes and provide a copy to the SA. The frequency of these



meetings can be adjusted if deemed necessary and agreed upon by both parties, but a minimum, one meeting must be held per year.

- 10.2** 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.

## **11. EQUIPMENT**

The Contractor must provide the following:

- 11.1** Supply all suitable equipment and trained manpower required for all Snow and Sanding services to satisfy the performance of the scopes of work described within this contract. The Contractor must have in operation at least two (2) pieces of heavy equipment equipped with down pressure on the snow removal blade, or equipment capable of removing hard packed snow, (not counting ½ or ¾ ton trucks equipped with plow blades) on site to remove snow during and immediately following each snowfall. This equipment may be a combination of backhoe, pay loader, dump truck, and sand / salt spreader. Use power sweeper for post winter clean up. Plow and equipment blades must be adjusted, including down pressure if required, so as to leave a minimum amount of snow on the roadway and other areas.
- 11.2** Equipment must meet all safety requirements outlined by Territorial or Federal laws and/or regulations, including the [National Safety Code](#).
- 11.3** Equipment must be maintained properly to prevent leaks and spills of fuels, lubricants, hydraulic fluid, or coolants.
- 11.4** The Contractor must replace or repair immediately any equipment that is defective or damaged.
- 11.5** The Contractor must only use rubber-tired equipment. The use of non-rubber-tired equipment must receive the consent, in writing, by the SA in order that it may be used
- 11.6** All snow removal 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 Territorial or Federal laws or regulations.
- 11.7** Any Territorial or City of Whitehorse requirements for permits on snow removal equipment must be adhered to.
- 11.8** The Contractor must not leave any equipment idling and unattended under any circumstances.
- 11.9** Equipment shall not be refueled on site.

## **12. SITE MAP**

Please refer to map locations in Appendix A:

Whitehorse RCMP Compound - - 4100 4<sup>th</sup> Ave

- #1 Defines the area of work
  - Red diagonal lines indicate priority areas during excessive snowfall: main entranceways, fire and emergency exits, visitor parking and/or roadways.
  - Red circle indicates this area of snow pile location, pile is not to impede garage accesses





- Blue diagonal lines indicate areas for clearing.

Hangar - 125 Condor - Hangar parking lot

- #2 Defines the boundary in red
  - Blue lines - as and when requested area


## Appendix A:

### Facilities Map

#1 Headquarters Site - 4100 4<sup>th</sup> Ave, Whitehorse  
Legend:

 Priority areas

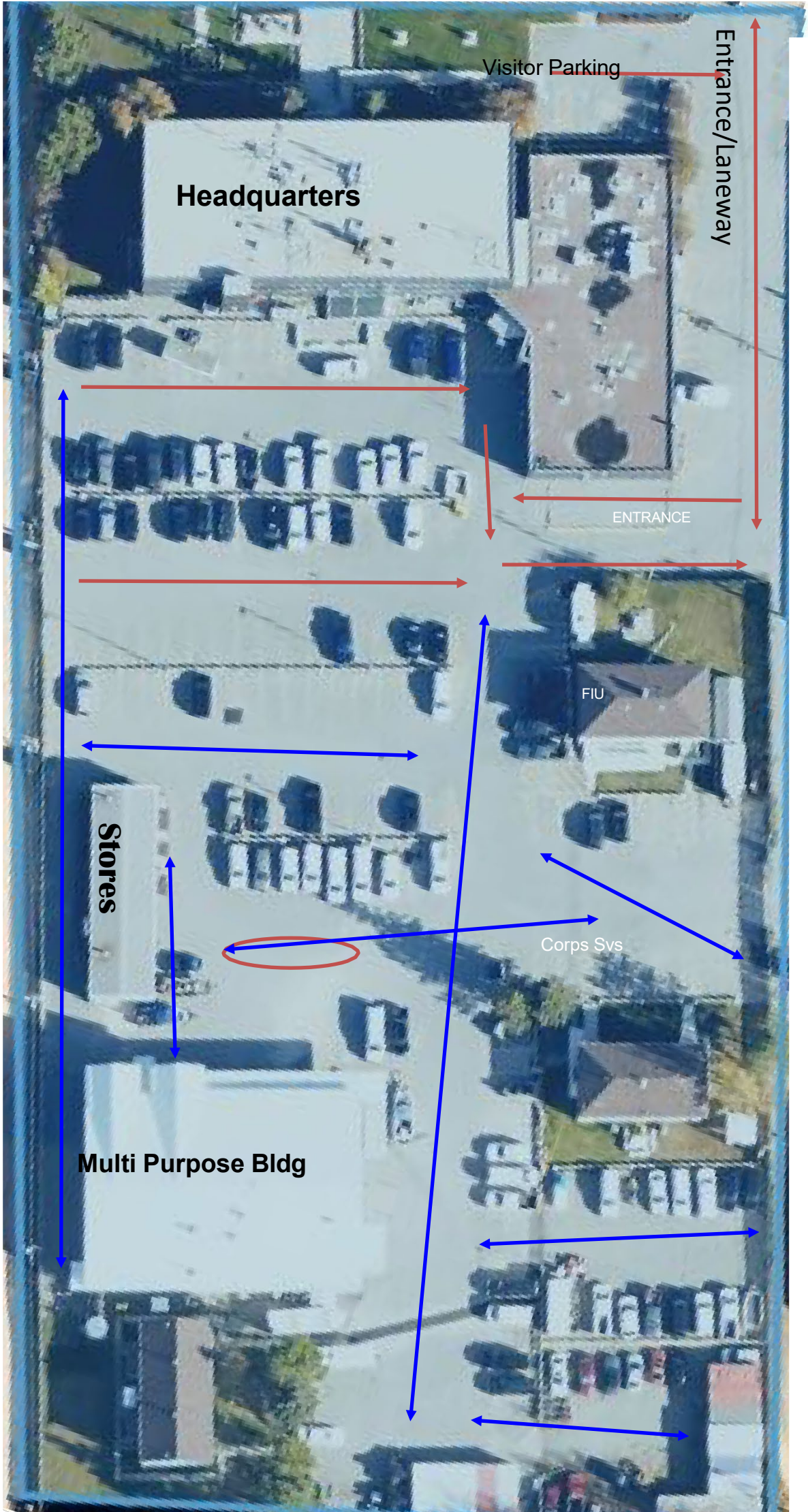
 Areas of clearing

 Area for piling snow temporarily

Front of building from 4th Ave

Entrance from 4th Ave

Tight access along this fence. Possible-damage to the fence should be reviewed





#2 Hangar Site – 125 Condor Rd, Whitehorse  
Area outline in red is area of clearing.  
Airside work will be as and when required Snow  
may be piled in this location temporarily



Area outline in blue is the boundary for as and when required





**ANNEX B - BASIS OF PAYMENT**

The Contractor shall be paid on the basis of firm unit prices, in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax is extra. All labour, materials, tools, equipment, mobilization, overhead, profit, travel costs, fees and surcharges required to complete the work as described in Annex A.

**FOR EVALUATION PURPOSES ONLY**

The Bidder must insert their firm, all-inclusive unit prices in each of the tables below (column B) and complete the extended price calculation (column C) for the contract period identified. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of months and hours is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

**The total evaluated price: C1 + C2 + C3 = \_\_\_\_\_ (taxes not included)**

**Initial Contract Period: October 1<sup>st</sup>, 2023 – May 31<sup>st</sup>, 2024**

Item	Description	Quantity (a1)	Unit of Issue	Price per Unit (b1)	Total Price (a1 x b1)
1.	Initial Contract Period Maintenance Services – Headquarters Site 4100 4 <sup>th</sup> Avenue, Whitehorse	8	Months	\$ _____	\$ _____
2.	Emergency Call-out Rate – Headquarters Site	*15	Hours	\$ _____	\$ _____
3.	Initial Contract Period Maintenance Services – Hangar Site 125 Condor Road, Whitehorse	8	Months	\$ _____	\$ _____
4.	Emergency Call-out Rate – Hangar Site	*15	Hours	\$ _____	\$ _____
<b>Bid Price</b>					<b>\$ _____ (C1)</b>

Quantity (a) values with a \* are in place to determine a total bid price (only). These values are estimates and do not indicate the RCMP's intention.



**Option to Extend the Contract**

During the extended period of the Contract, the Contractor will be paid the following firm rates to perform all the Work in relation to the contract extension.

**Option Period One (1) – October 1<sup>st</sup>, 2025 to May 31<sup>st</sup>, 2027**

Description	Quantity (a2)	Unit of Issue	Price per Unit (b2)	Total Price (a2 x b2)
Maintenance Services – Headquarters Site 4100 4 <sup>th</sup> Avenue, Whitehorse	16	Months	\$ _____	\$ _____
Emergency Call-out Rate – Headquarters Site	*40	Hours	\$ _____	\$ _____
Maintenance Services – Hangar Site 125 Condor Road, Whitehorse	16	Months	\$ _____	\$ _____
Emergency Call-out Rate – Hangar Site	*40	Hours	\$ _____	\$ _____
<b>Bid Price</b>				<b>\$ _____(C2)</b>

Quantity values with a \* are estimates only and do not indicate RCMP's intention.

**Option Period Two (2): October 1<sup>st</sup>, 2027 to May 31<sup>st</sup>, 2029**

Description	Quantity (a3)	Unit of Issue	Price per Unit (b3)	Total Price (a3 x b3)
Maintenance Services – Headquarters Site 4100 4 <sup>th</sup> Avenue, Whitehorse	16	Months	\$ _____	\$ _____
Emergency Call-out Rate – Headquarters Site	*40	Hours	\$ _____	\$ _____
Maintenance Services – Hangar Site 125 Condor Road, Whitehorse	16	Months	\$ _____	\$ _____
Emergency Call-out Rate – Hangar Site	*40	Hours	\$ _____	\$ _____
<b>Bid Price</b>				<b>\$ _____(C3)</b>

Quantity values with a \* are estimates only and do not indicate RCMP's intention.



**ANNEX C – Security Requirements Check List (SRCL)**

N: 2017 1112 4894



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	RCMP E Division	2. Branch or Directorate / Direction générale ou Direction E & M Division
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Various Contractors	
4. Brief Description of Work / Brève description du travail Various Contractors Required for regular maintenance, replacement and repairs for Municipal Detachments - Blanket Scope of Work Attached.  AMÉNDMENT ÉFFÉCTIVÉ 2019-11-07 - SRCL will also apply to Federal Units and Federal Detachments for Maintenance only		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada  
Gouvernement du Canada

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

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ   | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS     |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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





## **ANNEX "D" - COMMERCIAL GENERAL LIABILITY INSURANCE**

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



- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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