

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

Bid Receiving/Réception des soumissions

E_Pacific_Bids@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 Grounds Maintenance and Landscaping		Date July 24, 2023
Solicitation No. – N° de l'invitation M8026-2-0238A		
Client Reference No. - No. De Référence du Client M8026-2-0238		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	PDST (Pacific Daylight Savings Time)
On / le :	September 19, 2023	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Bev Martin – beverly.martin@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 604-679-8264	Facsimile No. – No. de télécopieur	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :		
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 starting the work, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

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

1.3 Comprehensive Land Claims Agreement(s)

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

- Ta'an Kwach'an Council Final Agreement

1.4 Debriefings

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

1.5 Recourse Mechanisms

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

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/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 \(2022-03-29\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



2.4 Applicable Laws

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

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

2.6 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 4100 4th Ave, Whitehorse, YT on 10 August, 2023. The site visit will begin at 09:00 PDST.

Bidders are requested to communicate with the Contracting Authority no later than 7 August, 2023, 14:00 PDST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation



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 \(2022-03-29\) 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.

4.1.1 Technical

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

4.1.1.1 Mandatory Technical Criteria

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

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

4.1.1.2 Point Rated Technical Criteria



Point rated criteria	Scores		Where in your proposal is this information?	
			Evaluation committee's written comments	
	Max	Min	Strengths	Weaknesses
R1: Understanding of the context and objectives	(19)	(7)		
In response to the SOW, the bidder should provide a plan that demonstrates their understanding of the service requirements. Points will be awarded as follows: 1. Team composition in response to the Statement of Work (2 points) 2. Use of Environmentally Friendly products (Provide a minimum of two examples) (2 points) 3. Constraints and understanding of the Whitehorse environment and community (2 points)	6	2		
R2: Depth and Years of Experience	Max	Min		
The bidder should demonstrate that the number of years of experience they have in lawn mowing and grounds maintenance services. Scoring Details: 1 point for each in additional to 5 years of mandatory experience E.g. - 6 years = 1 point - 7 years = 2 points - Up to 5 points maximum	5	0		
R3:				
The bidder should demonstrate that the main proposed resource (lead hand) has experience in overseeing a crew of groundkeepers in lawn mowing and grounds maintenance services within the past five years.	8	5		



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

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

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

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

From Basis of Payment Table in Annex “B”,

Table 1.a
A + B = \$ _____

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

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

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

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



4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 7 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 19 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive. 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 Additional Certifications Precedent to Contract Award

5.1.2.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1) has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.



5.1.2.2 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; number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

5.1.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.1.2.4 Education and Experience

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



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)

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:

- 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)



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.
 - o 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 April 1, 2024 to March 31, 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 3 additional 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 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):

Umbrella Final Agreement which encompasses all 11 CLCAs in the Yukon:

- [Carcross/Tagish First Nation](#)
- [Champagne and Aishihik First Nations](#)
- [Kluane First Nation](#)
- [Kwanlin Dun First Nation](#)
- [Little Salmon/Carmacks First Nation](#)
- [First Nation of Nacho Nyak Dun](#)
- [Selkirk First Nation](#)
- [Ta'an Kwach'an First Nation](#)
- [Teslin Tlingit Council](#)
- [Tr'ondëk Hwëch'in](#)
- [Vuntut Gwitchin First Nation](#)

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bev Martin
Title: Procurement Officer
Royal Canadian Mounted Police
Address: Mailstop 901 – 14200 Green Timbers Way, Surrey, BC V3T 6P3
Telephone: 604-679-8264
E-mail address: beverly.martin@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

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra



6.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

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

6.7.3 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract for all authorized Additional Janitorial Services, inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and Applicable Taxes are extra. *(To be determined at contract award)*

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, 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.

6.7.4 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

6.7.5 SACC Manual Clauses



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

6.8 Invoicing Instructions – Maintenance Services

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 has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

Each invoice must be supported by a copy of the receipts for all direct expenses

2. The Contractor must distribute the invoices as follows:

One (1) copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy of the invoice 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;
- b. the general conditions 2010c (2022-01-28);
- 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 _____ (at time of contract award)



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 Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

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



ANNEX A - STATEMENT OF WORK

1. TITLE

Maintenance & Landscaping Services

2. BACKGROUND

The RCMP requires landscaping and grounds keeping services from beginning of April to mid-October at the Whitehorse, Yukon headquarters building and its compound consisting of approximately one point five (1.5) hectares in size. The area consists of buildings, four (4) lawns, three (3) parking areas and approximately six (6) flower beds around building A.

3. APPLICABLE DOCUMENTS AND REFERENCES

Workers Compensation Board of Yukon
<https://wcb.yk.ca>

City of Whitehorse Business Disposal
[Waste Services - City of Whitehorse](#)

Yukon Workers' Compensation
<https://www.wcb.yk.ca/regulations>

Yukon Government Acts and Regulations
<https://laws.yukon.ca/cms/legislation-by-title.html>

4. TASKS

4.1 Annual Spring Start Up (April)

The Contractor must:

- 4.1.1 Work with the RCMP Project Authority in determining what types of annual plants to apply prior to planting.
- 4.1.2 Prepare planting and preparation of flowers and beds before planting annual plants.
- 4.1.3 Clean-up winter debris including leaves, prune, or remove and replace any shrubs, bushes or other plants that may have died over the winter. This work must be done in consultation with RCMP Project Authority.

4.2 Plants and Flower Beds

The Contractor must:

- 4.2.1 Prepare the flower beds for planting.
- 4.2.2 Refill the flower beds to eight inches (8") over above the wall surrounding the flower beds.
- 4.2.3 Screen the old soil to remove all dandelions and other weeds and if this cannot be accomplished then add new soil.
- 4.2.4 Mix sufficient bails of peat moss into top soil on each flower bed prior to placing bedding plants.
- 4.2.5 Remove all shrubbery debris and replace any displaced soil in the flower beds.
- 4.2.6 Service flower beds weekly by removing any and all weeds that appear.
- 4.2.7 Water flower beds semi-weekly and/or as necessary.
- 4.2.8 Control underbrush at all times.



- 4.2.9 Water and tend to planters and gardens regularly as needed to assure neat and healthy appearance.
- 4.2.10 Clear spent annual/perennial flower stalks on all beds and planters.
- 4.2.11 Not remove perennial plants or bulbs from beds or planters, weeding as necessary.

4.3 Lawns

The Contractor must:

- 4.3.1 Cut lawns as required and maintain grass at a height of one and a half inches. (1 ½") to two and a half inches (2 ½").
- 4.3.2 Limit aerating of lawns to once per year.
- 4.3.3 Keep lawns clear of leaves, branches, weeds and tree limbs.
- 4.3.4 Cut and trim all lawn areas as required but not less than once per week.
- 4.3.5 Water all lawn areas adequately, semi-weekly and/or as necessary.
- 4.3.6 Trim and edge grass and weeds growing at border edges, along plant beds or around tree bases if applicable.
- 4.3.7 Bag and remove grass clippings and weeds from site.
- 4.3.8 Rejuvenate the lawn area by raking up old dead leaves, removing old growth, branches, paper, debris etc.
- 4.3.9 Trim any weed growth between paver blocks and along perimeter of buildings and around equipment.
- 4.3.10 Remove all weeds and eradicate weeds with an application of weed killer suitable for the elimination of weeds common to this area.
- 4.3.11 Apply fertilizer ten-six-four (10-6-4) or seven-seven-seven (7-7-7) at a rate of twelve (12) kilograms (kg) per one hundred (100) meters square at the start of the contract which is approximately May first (1st) and a supplementary application of seven (7) kilograms (kg) per one hundred (100) square metre approximately August first (1st) for the duration of the contract.
- 4.3.12 Regardless of existing ground conditions, all areas shown on Annex A must be mowed and trimmed by the contractor. Where areas are inaccessible to operator mounted equipment, hand mowers, trimmers or other equipment must be used to produce a satisfactory end result. The contractor's equipment must be capable of traversing through rough or uneven terrain that exists within the area to be cut.

4.4 Shrubs

The Contractor must:

- 4.4.1 Prune and shape shrubs to produce dense smooth foliage.
- 4.4.2 Cultivate the soil around shrubs and add peat moss and mulch to control evaporation and restrict weed growth.
- 4.4.3 Fertilize as required, to sustain healthy growth.
- 4.4.4 Remove weeds around shrubs as required.
- 4.4.5 Water all shrubbery weekly.
- 4.4.6 Spray shrubs as and when required to control pests, disease and fungi.
- 4.4.7 Replace shrubbery that falls to sustain a health growth and appearance.
- 4.4.8 Prune all shrubbery under eighteen inches (18") in height annually.

4.5 Trees

The Contractor must:

- 4.5.1 On a weekly basis, clear away all branches, leaves and anything else that may shed from trees on site.
- 4.5.2 Remove bottom branches on trees to facilitate clean up and cutting of grass around the trees.
- 4.5.3 Fertilize and spray trees to promote growth and healthy trees and to deter any pests common or found to be detrimental to trees.



4.6 Excess Vegetation or Debris

The Contractor must:

- 4.6.1 Keep clean any vegetation on all walkways, along buildings, roadways, both sides of perimeter fencing and all areas of the compound. This includes weeds, bark, leaves, branches, berry, bloom, clippings and garbage debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Project Authority.

4.7 Top Dressings

The Contractor must:

- 4.7.1 Provide a sample of wood mulch to the project authority for examination prior to any application.
- 4.7.2 Dress garden beds and lawns with suitable topsoil yearly.

4.8 Disposal of Yard Waste

The Contractor must:

- 4.8.1 Pick up and dispose of all yard waste from grass mowing and brush clearing/trimming, including cut grass, weeds and fallen branches/leaves, in accordance with applicable Municipal Waste Management Legislation.
- 4.8.2 Ensure all hazardous materials handled, managed and transported are disposed of in accordance with applicable Municipal Waste Management Legislation.

4.9 Tools & Equipment

The Contractor must:

- 4.9.1 Supply all labour, equipment and tools as required to perform the grounds maintenance and landscaping duties. This includes, but not limited to, equipment for transporting vegetation and equipment.
- 4.9.2 Be responsible for storage of its own equipment, materials and supplies. No provision for secure and non-secure storage will be provided.
- 4.9.3 Ensure that all equipment is in good working condition and equipped with well maintained safety guards and safety devices.

4.10 General Site Maintenance

The Contractor must:

- 4.10.1 Maintain a tidy appearance of the site at all times.
- 4.10.2 Prevent growth, spread of grass and weeds outside of lawn and flower beds.
- 4.10.3 Monitor the site semi-weekly and/or as necessary, removing weeds, grass and other debris, such as paper that may have blown on to the site, which consists of both sides of the fences.
- 4.10.4 Maintain all areas located within the compound, which will consist of maintaining all weeds, including along the buildings and parking lots, all lawns, trees, shrubs and flowers on the compound.



4.11 Water Usage

The Contractor must:

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

4.12 Winter Preparation/Clean-up – October First (1st) to October Fifteenth (15th)

The Contractor must:

- 4.12.1 Clear spent annual flowers and perennial flower stalks on all beds and planters. Perennial plants and bulbs are not to be removed from beds/planters, leaving beds in a clean level state. The date to be confirmed with the Project Authority.
- 4.12.2 Leave the lawns cut and raked clear of grass, leaves, weeds and all debris.

5. DELIVERABLES

- 5.1.1 The Contractor or their proposed resource must communicate on-site weekly with the Project Authority, the RCMP, as to the condition and standard of work and associated issues.
- 5.1.2 The Contractor or their proposed resource must advise the Project Authority of the Lead Hands telephone number or location at which they or their representative may be contacted at any time.
- 5.1.3 The Contractor must perform all of the tasks outlined in section three (3) between the hours of eight (8) am and five (5) pm, Monday to Friday and excluding statutory holidays.
- 5.1.4 In the event of unforeseen circumstances, where RCMP deems it necessary, the contractor can be called to attend to the site by the Departmental Representative to perform services covered by this scope.
- 5.1.5 The Contractor must provide immediate response to the Departmental Representative. A response must be provided within 30 minutes of the initial request in writing (via email or telephone). The Contractor must be prepared to be onsite with all necessary equipment and staff within 3 hours of the initial call-out.

6. LANGUAGE OF WORK

The language of all work and deliverables must be in English.

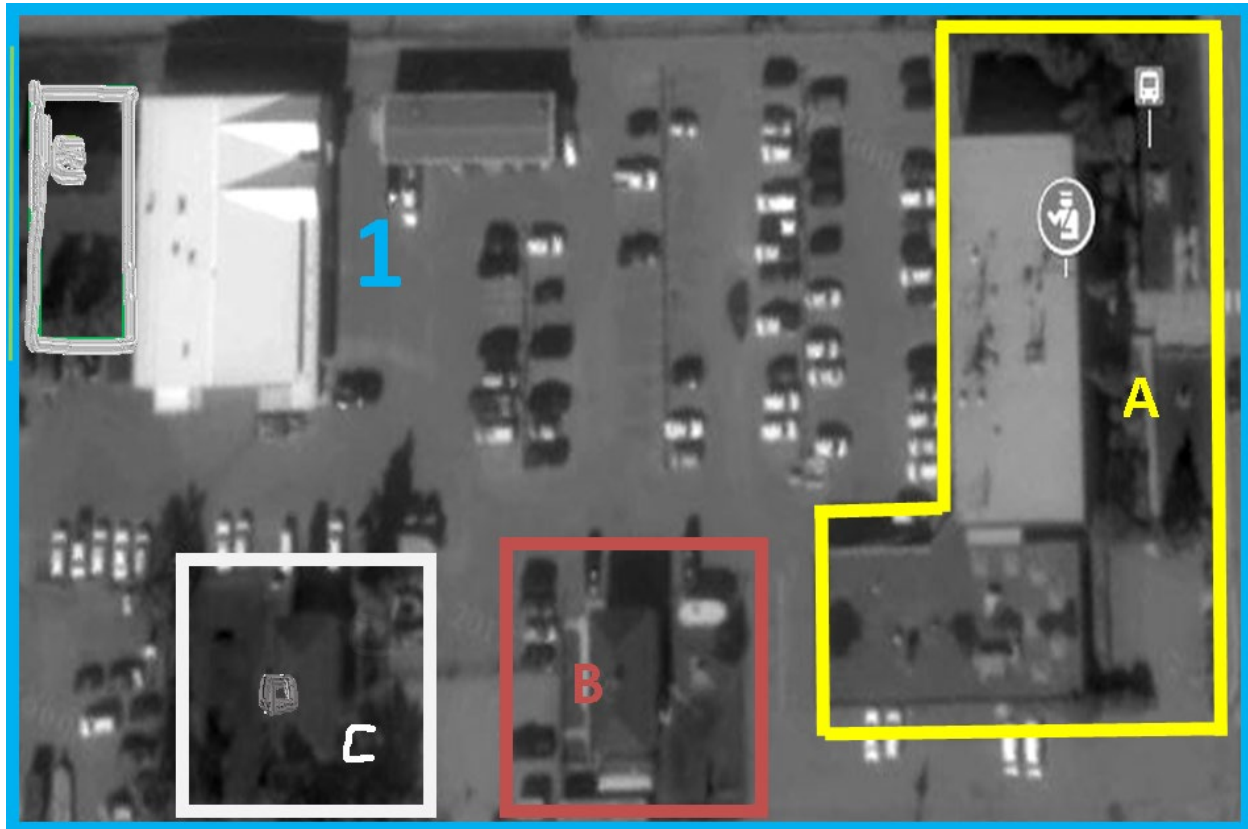
7. LOCATION OF WORK

The work must be performed at:

Royal Canadian Mounted Police
Building 4100
4th Avenue
Whitehorse, Yukon Territory
Y1A 6L6
Canada



8. AREAS OF WORK



1 RCMP Compound

A-Headquarters: Front and side lawns. Flower beds/shrubs in front, and flowers along front walk. Shrubs/flower beds by Visitor Parking, shrubs along Fourth (4th) Avenue and along building to the side closest to the entrance. Bushes along the fence between RCMP and T&M motel

B – Duplex FIU: Lawn

C –Duplex Corporate: Lawn

9. TRAVEL

The Contractor is not required to travel to other locations to perform these services.

10. MEETINGS

The Contractor or their proposed resource must communicate on-site weekly with the Project Authority, the RCMP, as to the condition and standard of work and associated issues.



11. ACCEPTANCE CRITERIA

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

12. CONSTRAINTS

- 12.1 The Contractor must not allow/use any control vegetation which is an environmental constraint.
- 12.2 The Contractor must use "Environmentally Friendly" products. E.g. by using Green Seal, Eco Logo, etc.

13. SUPPORTS PROVIDED BY CANADA

- 13.1 The RCMP is responsible to provide easy access to the site for the Contractor to carry out his/her work.
- 13.2 Prior to beginning the contract, Project Authority will provide the Contractors site orientation.
- 13.3 RCMP can provide temporary electric power and water as required to complete the work.
- 13.4 Project Authority will inspect the work to ensure that the level of service is consistent with the standards of acceptance.



ANNEX B - BASIS OF PAYMENT

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

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

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

Initial Contract Period

Table 1.a – Firm Lot Price

Description - Detailed in Annex “A”	APRIL 1, 2024 to MARCH 31, 2025 Firm Lot Price
Annual Spring Clean Up	
Grounds Maintenance and Landscaping – May	
Grounds Maintenance and Landscaping – June	
Grounds Maintenance and Landscaping – July	
Grounds Maintenance and Landscaping – August	
Grounds Maintenance and Landscaping – September	
Winter Preparation/Clean-Up	
Total \$	A

Table 1.b – Firm Hourly Rate

Description:	Firm Hourly Rate
Emergency Work Requests for force majeure events	
Emergency Grounds Maintenance and Landscaping	
Total \$	B



Table 1.c – Cost reimbursement with no fee

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

Description - Detailed in Annex "A"	APRIL 1, 2024 to MARCH 31, 2025 Estimated ceiling amount
Plant, Tree & Flower Replacement(receipts must be provided to project authority)	\$10,000



Table 2.a Firm Lot Price Optional Year 1-3

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

Table 2.b - Firm Hourly Rate

Description: Emergency Work Requests for major events	Firm Hourly Rate	Firm Hourly Rate	Firm Hourly Rate
Emergency Grounds Maintenance and Landscaping			
Total \$	F	G	H

Table 2.c – Cost reimbursement with no fee

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

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



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

N: 201711126376



Government of Canada /
Gouvernement du Canada

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

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

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

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

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non 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 TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET 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 indiquer 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.



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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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