



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

Bid Receiving
Royal Canadian Mounted Police
Procurement and Contracting Services

Email/Courriel:
NWR_Procurement_Bids@rcmp-grc.gc.ca

Réception des soumissions
Gendarmerie royale du Canada
Service des acquisitions et des marchés,

Email/Courriel:
NWR_Procurement_Bids@rcmp-grc.gc.ca

**REQUEST FOR
PROPOSAL**

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.

**DEMANDE DE
PROPOSITION**

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

Title – Sujet Vehicle Decal and Window Tint Installation Services		Date August 9, 2023
Solicitation No. – N° de l'invitation		M5000-22-04038/A
Client Reference No. - No. De Référence du Client		2022-04038
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 p.m. / 14h00	Central Standard Time (CST) Heure Normale du Centre (HNC)
On / le :	September 4, 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 Royal Canadian Mounted Police K Division Post Garage Edmonton 11136 – 109 Street Edmonton, AB T5G 2T4		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Shawn Balaski, shawn.m.balaski@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 780-670-8592	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

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. 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 2 – 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;
 - (c) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
 - (d) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3, Section IV, Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures.
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](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca 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: 180 days

2.2 Submission of Bids

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

NOTE: The RCMP has not been approved for bid submission by 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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



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

2.5 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 Volumetric Data

The volumetric data (estimated number of orders) 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.

3.1.1 Exchange Rate Fluctuation

C3011T (2014-11-27), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria - Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2017-06-26), Evaluation of Price-Bid

4.2 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Mandatory Technical Criteria



Attachment 1 to Part 4

Mandatory Technical Criteria

Part 1 - MANDATORY TECHNICAL SPECIFICATION

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.

	CRITERIA	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M1	The Bidder must demonstrate, by providing a legible copy of their business license or other supporting documentation, that they have been in business installing vehicle decals and window film for 48 months.		
M2	The Bidder must demonstrate, by providing a legible copy of the deed or lease agreement, that they own or lease a facility / property in the Edmonton, Alberta area where the work is to take place. If the property is leased, there must be a minimum of five (5) years remaining (ending 2028).		
M3	The bidder must demonstrate, by providing photos and/or other supporting documentation that their facility / property has a lot and fence, as per Annex A Statement of Work 5.4 Vehicle Storage and Facility Requirements.		
M4	The Bidder must demonstrate, by providing photos and/or other supporting documentation that their facility / property is monitored with an alarm system and video surveillance.		
M5	The Bidder must demonstrate, by providing a detailed resume, that they have one (1) technician with one (1) year of experience installing vehicle decals and window film. Resumes must include: <ul style="list-style-type: none"> • Name of the technician • Name of the employer • start and end dates of the work experience • details of the work experience as a decal and window film installer 		
M6	The Bidder must demonstrate that they are in good standing with the Workers' Compensation Board of Alberta, by providing a current and valid WCB Certificate.		
M7	The Bidder must demonstrate, by providing a legible copy of the manufacturer authorization, that they are and authorized dealer of Xpel Window film.		



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 (Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 Former Public Servant – See Attachment 2 to Part 5

5.1.3.3 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.



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: _____ 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 2 to PART 5

FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL at Annex "C" and related clauses) apply and form part of the Contract.

The Contractor (if an individual) and all of the contractor's personnel and/or subcontractors who may work on site must hold a valid "Facility Access Level II (FA2) with escort" issued by RCMP Departmental Security.

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

2010C (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 period of the Contract is two years from date of Contract award _____ to _____ inclusive. (dates to be inserted at contract award)

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional twelve (12) month periods** 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 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Balaski
Royal Canadian Mounted Police
Telephone: 780-670-8592
Facsimile: 780-454-4527
E-mail address: shawn.m.balaski@rcmp-grc.gc.ca

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

6.5.2 Project Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Royal Canadian Mounted Police
Directorate: K Division Fleet Management
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)*

The Contractor's Representative responsible for general enquiries and delivery follow-up is:

Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 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 unit price, as specified in Annex B, for a cost of \$_____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. (to be inserted at contract award). 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 delivered has been accepted by Canada.

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:



- a. One (1) copy must be forwarded by email to the Project Authority and to the Contracting Authority identified under the section entitled “Authorities” of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*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, Insurance Requirement;
- g. the Contractor's bid dated _____ (*To be entered at 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 – Specific Requirements

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

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

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

6.14 SACC Manual Clauses

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

6.15 Environmental Considerations

Where applicable, the contractor is encouraged to:

- Deliverables:
 - Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
 - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
 - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
 - Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
 - Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
 - Minimize packaging
 - Include recycled content in packaging;
 - Re-use packaging;
 - Include a provision for a take-back program for packaging;
 - Reduce/eliminate toxics in packaging.



6.16 Replacement of Specific Resources

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



ANNEX A - STATEMENT OF WORK

1. TITLE

Vehicle Decal and window tint installation for RCMP K Division.

2. BACKGROUND

The Royal Canadian Mounted Police K-Division has a requirement for the installation of RCMP supplied Vehicle Decals and Window Tint installation services on an “As and When requested” basis for RCMP vehicles. The contractor will be transporting RCMP vehicles to and from the contractor’s facility as part of the service. Multiple vehicle requests may be made at the same time.

3. ACRONYMS

3M is an American multinational conglomerate corporation
OEM Original Equipment Manufacturer
RCMP Royal Canadian Mounted Police

4. APPLICABLE DOCUMENTS AND REFERENCES

3M Scotchlite 680 Series - [Product Bulletin 680.recover.fm \(3m.com\)](http://Product_Bulletin_680.recover.fm(3m.com))

5. TASKS

5.1 Vehicle Decal Installation

The Contractor must:

- 5.1.1 install decals on an “as and when” required basis;
- 5.1.2 provide and install decals in accordance with RCMP provided Installation manuals, manual supplements and/or verbal direction from the Project Authority;
- 5.1.3 install decals using the decal manufacturer’s best practices
- 5.1.4 remove vehicle factory decals and dealership decals as and when required.
- 5.1.5 install decals free of bubbling, cracking, wrinkling, delamination, peeling, adhesive failure and manufacturer’s defects.
- 5.1.6 install the decals according to the 3M Scotchlite 680 Series - [Product Bulletin 680.recover.fm \(3m.com\)](http://Product_Bulletin_680.recover.fm(3m.com))

5.2 Vehicle Window Film Installation:

The Contractor must:

- 5.2.1 provide and install the window film on an “as and when required” basis according to the tint shade level and specific windows identified by the RCMP Project Authority or delegate;
- 5.2.2 complete the window film installation by an authorized film dealer according to the manufacturer’s installation procedures;
- 5.2.3 install the window tint to fully cover the windows (unless otherwise requested by the RCMP Project Authority or delegate);
- 5.2.4 install window film free of bubbling, cracking, wrinkling, delamination, peeling, adhesive failure and manufacturer’s defects.



5.3 JOCKEY SERVICE

The Contractor must:

- 5.3.1 provide a driver/drivers to collect the vehicle(s) requiring service from RCMP locations within the city of Edmonton and transport them to the Contractor's location; Multiple vehicles may require transport and any time;
- 5.3.2 transport the vehicle(s) once completed to the requested location.
- 5.3.3 display the dealer plate on all RCMP vehicles being transported;
- 5.3.4 display the "out of service" covers on the roof mounted light bar on all RCMP vehicles being transported;
- 5.3.5 display "out of service" covers on the RCMP crest on both the passenger and driver doors if the vehicle being transported is not equipped with a roof mounted light

5.4 VEHICLE STORAGE AND FACILITY REQUIREMENTS

The Contractor must:

- 5.4.1 store all RCMP vehicles within their secure compound;
- 5.4.2 ensure RCMP vehicles are locked at all times while in their custody;
- 5.4.3 ensure RCMP vehicles are stored inside, in a monitored alarmed building overnight, for up to eight (8) vehicles;
- 5.4.4 ensure that the storage compound has an 8-gauge chain link fence, not less than 8 feet high with the bottom of the fence not more than 2 inches from the grounds, and the top secured by an angled 1-foot extension for extra security;
- 5.4.5 ensure that the storage compound has a full-sized locking gate with access control to the contractor;
- 5.4.6 ensure that the storage compound has sufficient lighting to illuminate vehicles contained therein and be operational from dusk to dawn;
- 5.4.7 ensure the compound is in such a condition so as not to cause damage to RCMP vehicles;
- 5.4.8 permit occasional inspections by the RCMP Project Authority or delegate.

5.4 CARE, CONTROL AND CUSTODY

5.5.1 VEHICLES

The Contractor must;

- 5.5.1.1 only permit fully licensed personnel to transport RCMP vehicles;
- 5.5.1.2 perform walk-around inspection prior to accepting custody of the vehicle(s) and report any deficiencies to the Project Authority or delegate;
- 5.5.1.3 immediately report any damage caused by Contractor negligence to the Project Authority prior to starting any repair work; the Contractor is responsible for any costs associated with this damage; all repairs must be completed by the Contractor and must meet manufacturer's specifications using OEM parts.

5.5.2 DECALS AND CONSPICUITY TAPE

The Contractor must:

- 5.5.2.1 store decals securely to avoid damage and/or loss;
- 5.5.2.2 store RCMP provided decals in a locked cabinet or access-controlled restricted area;
- 5.5.2.3 ensure decals and tape are not openly visible;
- 5.5.2.4 maintain an itemized inventory list of RCMP provided decals and tape and provide a copy to the Project Authority or delegate upon request;



5.5 PRODUCT SPECIFICATIONS

The Contractor must use the following products:

5.6.1 DECALS AND CONSPICUITY TAPE

5.6.1.1 RCMP SUPPLIED DECALS AND CONSPICUITY TAPE

- 5.6.1.1.1 The RCMP will supply the following identity decals and conspicuity tape to be installed by the Contractor onto RCMP vehicles;
- 3M Diamond Grade™ Series 983 Conspicuity Markings
 - 3M Scotchlite™ Reflective Film 680CR-10
- 5.6.1.1.2 The RCMP will provide the installation procedures for the decals and conspicuity tape to the Contractor; materials and installation procedures are subject to change over the period of the contract.

5.6.1.2 CONTRACTOR SUPPLIED DECALS

- 5.6.1.2.1 The Contractor must supply and install 3M Scotchlite series 680CR decals as follows*:
- Decals - 2" x 2" – Numeric 0-9 and alphabetic A-Z – Includes installation on side of vehicle
 - Decals - 11"x 11" – Numeric 0-9 and alphabetic A-Z – Includes installation on roof of vehicle
- * colour and font will be provided upon contact award.

5.6.2 CONTRACTOR PROVIDED VEHICLE WINDOW FILM

- 5.6.2.1 The Contractor must supply and install **Xpel Window Film** Prime XR Plus with the following specifications:
- Film tint levels used by RCMP are black 20% and 5%.
 - UV protection/Rejection
 - Lifetime warranty



6. SCHEDULE OF WORK

The Contractor must complete the installation services within the following timeframes:

Table 6.1 DECAL INSTALLATION

Item	TYPE	RCMP NOTICE TO VENDOR* (TO PICK UP)	TURN-AROUND TIME (FROM PICK UP)
6.1.1	Normal	24 hours	2 business days
6.1.2	Rush	12 hours	1 business day
6.1.3	Emergency	2 hours	2 hours

Table 6.2 WINDOW FILM INSTALLATION

Item	TYPE	RCMP NOTICE TO VENDOR (TO PICK UP)	TURN-AROUND TIME (FROM PICK UP)
6.2.1	2 rear door and back	8 hours	1 business day
6.2.2	SUV	8 hours	1 business day

* RCMP will contact the Contractor during regular business hours (07:00 to 16:00), Monday to Friday.

* RCMP may have multiple vehicles requiring service.

7. LANGUAGE OF WORK

The language of all work and deliverables must be English.

8. LOCATION OF WORK

The work must be performed on Contractor site [\(complete address\(es\) to be inserted at contract award\)](#)

9. TRAVEL

The Contractor is not required to travel under this Contract.

10. GOVERNMENT SUPPLIED MATERIAL (GSM)

- The RCMP will provide 3M brand decals and conspicuity tape



ANNEX B - BASIS OF PAYMENT

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

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive unit price in Table 1-4 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 units 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 + C4 (taxes not included)

Table 1 – INITIAL CONTRACT PERIOD FROM: TO: (insert at contract award)

Num.	Requirement Description	Qty (a)	Year One (b)	Extended Price C = (a) x (b)
6.1.1	Normal Decal Installation	203	\$	\$
6.1.2	Rush Decal Installation	50	\$	\$
6.1.3	Emergency Decal Installation	30	\$	\$
5.6.1.2	Supply and Installation of 2"x2" Decal Numeric 0-9 or alphabetic A-Z - Each	600	\$	\$
5.6.1.2	Supply and Installation of 11"x11" Decal Numeric 0-9 or alphabetic A-Z - Each	500	\$	\$
6.2.1	Window Film Installation: Two Rear Door Windows & Back Window	68	\$	\$
6.2.2	Window Film Installation: Included in 5.1.4 and Rear compartment Side Windows on SUV	40	\$	\$
Table 1 Subtotal:				\$ (C1)

Table 2 – INITIAL CONTRACT PERIOD FROM: TO: (insert at contract award)

Num.	Requirement Description	Qty (a)	Year Two (b)	Extended Price C = (a) x (b)
6.1.1	Normal Decal Installation	203	\$	\$
6.1.2	Rush Decal Installation	50	\$	\$
6.1.3	Emergency Decal Installation	30	\$	\$
5.6.1.2	Supply and Installation of 2"x2" Decal Numeric 0-9 or alphabetic A-Z - Each	600	\$	\$
5.6.1.2	Supply and Installation of 11"x11" Decal Numeric 0-9 or alphabetic A-Z - Each	500	\$	\$
6.2.1	Window Film Installation: Two Rear Door Windows & Back Window	68	\$	\$
6.2.2	Window Film Installation: Included in 5.1.4 and Rear compartment Side Windows on SUV	40	\$	\$
Table 2 Subtotal:				\$ (C2)



Table 3 - Option Year One FROM: TO: (insert at contract award)

Num.	Requirement Description	Qty (a)	Option Year One (b)	Extended Price C = (a) x (b)
6.1.1	Normal Decal Installation	203	\$	\$
6.1.2	Rush Decal Installation	50	\$	\$
6.1.3	Emergency Decal Installation	30	\$	\$
5.6.1.2	Supply and Installation of 2"x2" Decal Numeric 0-9 or alphabetic A-Z - Each	600	\$	\$
5.6.1.2	Supply and Installation of 11"x11" Decal Numeric 0-9 or alphabetic A-Z - Each	500	\$	\$
6.2.1	Window Film Installation: Two Rear Door Windows & Back Window	68	\$	\$
6.2.2	Window Film Installation: Included in 5.1.4 and Rear compartment Side Windows on SUV	40	\$	\$
Table 3 Subtotal:				\$ (C3)

Table 4 - Option Year Two FROM: TO: (insert at contract award)

Num.	Requirement Description	Qty (a)	Option Year Two (b)	Extended Price C = (a) x (b)
6.1.1	Normal Decal Installation	203	\$	\$
6.1.2	Rush Decal Installation	50	\$	\$
6.1.3	Emergency Decal Installation	30	\$	\$
5.6.1.2	Supply and Installation of 2"x2" Decal Numeric 0-9 or alphabetic A-Z - Each	600	\$	\$
5.6.1.2	Supply and Installation of 11"x11" Decal Numeric 0-9 or alphabetic A-Z - Each	500	\$	\$
6.2.1	Window Film Installation: Two Rear Door Windows & Back Window	68	\$	\$
6.2.2	Window Film Installation: Included in 5.1.4 and Rear compartment Side Windows on SUV	40	\$	\$
Table 4 Subtotal:				\$ (C4)

Total for all Years = C1 + C2 + C3 + C4 = \$ _____



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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



ANNEX "D" - INSURANCE REQUIREMENT

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

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



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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



ANNEX "E" - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

(Attached at the end of the document)