

Royal Canadian Mounted Police Gendarmerie royale du Canada

Bid Receiving/Réception des sousmissions RETOURNER LES SOUMISSIONS A: RETURN BIDS TO:

RCMP "H" Division HQ RCMP Mailstop # H-066 80 Garland Avenue DARTMOUTH, NS B3B 0A7

REQUEST FOR STANDING OFFER DEMANDE D'OFFRE À COMMANDES

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 therefore.

Proposition aux: Gendarmerie royale du Canada

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

Comments – Commentaries

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone N no de téléphone:

Title-Sujet					
General Maintenance Standing (J – Division)	Offer -	- New Brunswick			
Solicitation No No. de l'invita	tion	Date			
M4500-7-1571		November 14, 2016			
Client Reference No No. De F	Référen	ce du Client			
N/A					
Solicitation Closes at/on - L'inv	vitation	prend fin			
at - à 02:00 PM AST					
on - le 30 November, 2016					
F.O.B F.A.B.					
Destination					
Address Enquiries to: - Adress	er tout	es questions à:			
Jeff Lockyer Jeff.lockyer@rcn	np-grc.	gc.ca			
Telephone No No de	Fax No	o N ^O de FAX:			
lephone 902-426-7136					
902-720-5108					
Bid Receiving Unit					
See Herein					
Delivery Required - Livraison	Deliv	ery Offered -			
exigée:	Livra	ison proposée			
See Herein See Herein					
Name and title of person author of Vendor/Firm - Nom et titre d à signer au nom du fournisseu	e la pei	sonne autorisée			
Signature		Date			

Royal Canadian Mounted Police

Gendarmerie royale du Canada Government Gouvernement

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts:

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

Royal Canadian Mounted Police have a requirement for a Standing Offer Agreement to provide maintenance services to Married Quarters, Detachments, and Community Radio shelters in New Brunswick. Work under this Standing Offer Agreement comprises the furnishings of all labour, material, equipment, tools and supervision required to provide various maintenance services including, but not limited to, electrical, plumbing, carpentry, painting, welding etc. on an as and when requested basis.

The period for placing call-ups and rendering services against this Standing Offer is one (1) year, with the two (2) options to renew the period of the Contract, each for an additional one (1) year period.

This requirement is subject to Agreement on Internal Trade (AIT).

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Royal Canadian Mounted Police (RCMP) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to RCMP will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

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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

PART 3 - OFFER PREPARATION INSTRUCTIONS

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy) Section II: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section II: Certifications

Offerors must submit the certifications required under Part 5.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

2. Basis of Selection

The responsive tender with the lowest evaluated price per district will be recommended for award of a standing offer.

The estimated usage figures are estimates only, and do not infer that the quantities for that item will be utilized, or that they may not be exceeded.

Bidders may provide pricing for any or all of the Districts, each District will be evaluated separately.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 **Certifications Precedent to Issuance of a Standing Offer and Additional Information**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification



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By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list) available at the bottom of the page of the <u>Employment and Social Development Canada-Labour's</u> website

(<u>http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969</u>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

name of former public servant;



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- date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.1.14 Trade Certificates

Valid trade certificates for each individual trade outlined in the Basis of Payment (Annex B) **must be received** prior to the award of any Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1. Before issuance of a standing offer, the following conditions must be met:
- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;

(b) the Offeror'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 7A - Standing Offer;

(c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

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2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is a Security Requirement associated with this Standing Offer. Please see attached SRCL.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u>

(http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Delete Reference to "Public Works and Government Services Canada" and substitute with the following: Royal Canadian Mounted Police.

3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority. (If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.



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4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for placing call-ups and rendering services against this Standing Offer is one (1) year, with the two (2) options to renew the period of the Contract, each for an additional one (1) year period.

4.1.1 Delivery Points

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

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional 1 (one) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is: Name: Jeff Lockyer Title: Team Leader Royal Canadian Mounted Police Telephone: (902) 720-5108 Facsimile: (902) 426-7136

E-mail address: jeff.lockyer@rcmp-grc.gc.ca. The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority (To be identified at award)

The Project Authority for the Standing Offer is: Name: Telephone : E-mail address:

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative (To be completed by contractor)

Name:	
Title:	
Telephone:	
Facsimile:	
E-mail address:	_

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5.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Assets & Procurement, H-Division RCMP.

6.1 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a TEAM 942, Call-up Against a Standing Offer.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00. HSTI

8. Financial Limitation (To be identified at award)

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of ______ Harmonized Sales Tax Included, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010C Services (2016-04-04);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements,
- i) Annex E, Standing Offer Reporting;
- h) the Offeror's offer _____ "as amended _____.

10. Procurement Ombudsman

10.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



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The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

10.2 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 supplier or the contractor or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

11. Certifications

Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

General Conditions

• 2010C (2016-04-04), General Conditions - Medium Complexity apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

3.1.2 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



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4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B for a cost of \$_____ (determined at time of call-up). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

4.3 Method of Payment

.1 Payment by Canada to the Contractor for the Work shall be made within:

(a) thirty (30) days following the date on which all of the Work has been delivered at the delivery point specified in the Contract, not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or

(b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever date is the later.

.2 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 1 the clause to apply for the sole purpose of calculating interest on overdue accounts.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report described in the Statement of Work of the Contract.

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.

2. The Contractor must distribute the invoices and reports as follows:

(a) The original and two (2) copies of the invoices and maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. 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



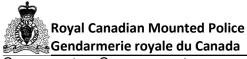


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requirements does not release the Contractor from or reduce its liability under the Contract.

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 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.



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ANNEX "A" STATEMENT OF WORK Please see attachment

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ANNEX "B" BASIS OF PAYMENT

EVALUATION

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work. A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications - Part 5). The responsive tender with the lowest price will be recommended for award of a contract.

The Crown will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of any Standing Offer resulting from this Solicitation document.

The Contractor will be paid in accordance with the following for work performed pursuant to any resultant Standing Offer.

Each District will be evaluated separately, and you may submit pricing for any or all Districts. The Contractor with the lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer will be awarded for each district.

ANNEX "B" BASIS OF PAYMENT

NORTHEAST DISTRICT

PRICING TABLE

Pricing to cover Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>			·	
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials			· ·	
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL		•	·	\$(1)

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Pricing to cover Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(2)

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Pricing to cover Option Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>				
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(3)

Government Gouvernement

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Pricing to cover Option Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(4)

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Pricing to cover Option Year Two Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>				
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$ (5)

Gouvernement Government

of Canada du Canada

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Pricing to cover Option Year Two Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(6)

TOTAL NORTHEAST DISTRICT: \$_

(1+2+3+4+5+6)

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WEST DISTRICT

PRICING TABLE

Pricing to cover Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)	
<u>Journeyperson</u>					
Carpenter	Hour	\$	450	\$	
Plumber	Hour	\$	70	\$	
Electrician	Hour	\$	70	\$	
Mechanical/HVAC	Hour	\$	40	\$	
<u>Other</u>					
General Labourer	Hour	\$	420	\$	
Painter/Drywall Finisher	Hour	\$	420	\$	
Materials	Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a	
TOTAL				\$(1)	

Solicitation No. / No de l'invitation: M4500-7-1571

Pricing to cover Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(2)

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Pricing to cover Option Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>				
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(3)

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Pricing to cover Option Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(4)

Gendarmerie royale du Canada

Government	Gouvernement	Solicitation No. / No de l'invitation:
of Canada	du Canada	M4500-7-1571

Pricing to cover Option Year Two Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)	
Journeyperson					
Carpenter	Hour	\$	450	\$	
Plumber	Hour	\$	70	\$	
Electrician	Hour	\$	70	\$	
Mechanical/HVAC	Hour	\$	40	\$	
<u>Other</u>					
General Labourer	Hour	\$	420	\$	
Painter/Drywall Finisher	Hour	\$	420	\$	
Materials	Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a	
TOTAL				\$(5)	

Solicitation No. / No de l'invitation: M4500-7-1571

Pricing to cover Option Year Two Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(6)

TOTAL WEST DISTRICT: \$_

(1+2+3+4+5+6)

Solicitation No. / No de l'invitation: M4500-7-1571

SOUTHEAST DISTRICT

PRICING TABLE

Pricing to cover Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>				
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL				\$(1)

Solicitation No. / No de l'invitation: M4500-7-1571

Pricing to cover Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL \$(2)				

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Pricing to cover Option Year One Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	450	\$
Plumber	Hour	\$	70	\$
Electrician	Hour	\$	70	\$
Mechanical/HVAC	Hour	\$	40	\$
<u>Other</u>				
General Labourer	Hour	\$	420	\$
Painter/Drywall Finisher	Hour	\$	420	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL \$(3)				

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Pricing to cover Option Year One Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
<u>Journeyperson</u>				
Carpenter	Hour	\$	100	\$
Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL \$(4)				

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Pricing to cover Option Year Two Hourly rates are all-inclusive DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)	
<u>Journeyperson</u>					
Carpenter	Hour	\$	450	\$	
Plumber	Hour	\$	70	\$	
Electrician	Hour	\$	70	\$	
Mechanical/HVAC	Hour	\$	40	\$	
<u>Other</u>					
General Labourer	Hour	\$	420	\$	
Painter/Drywall Finisher	Hour	\$	420	\$	
Materials	Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a	
TOTAL \$(5)					

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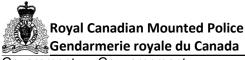
Pricing to cover Option Year Two Hourly rates are all-inclusive OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

ltem	Unit of Issue	Price Per Hour (a)	Estimated Quantity (Hours) (b)	Extended Price (a) x (b)
Journeyperson				
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Plumber	Hour	\$	40	\$
Electrician	Hour	\$	40	\$
Mechanical/HVAC	Hour	\$	20	\$
<u>Other</u>				
General Labourer	Hour	\$	80	\$
Painter/Drywall Finisher	Hour	\$	80	\$
Materials				
All products and materials will be invoiced at the Contractor's wholesale cost plus a 10 percentage mark- up.	Allowance	10%	n/a	n/a
TOTAL			·	\$(6)

TOTAL SOUTHEAST DISTRICT: \$_

(1+2+3+4+5+6)

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST Please see attachment

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ANNEX "D" 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)
 - Broad Form Property Damage including Completed Operations: Expands the i. 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.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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.

Royal Canadian Mounted Police Gendarmerie royale du Canada

Government Gouvernement

of Canada du Canada

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ANNEX E Standing Offers Reporting

Offerors must fulfill all reporting requirements in the standing offer (SO). Offerors must report on a quarterly basis on the call-up. Such reports must contain the following information:

- i. the standing offer number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up/contract number
- v. the call-up/contract number for each call-up/contract, including amendments;
- vi. the client department (RCMP)'
- vii. the contracting authority;
- viii. the date of the call-up/contract;
- ix. the call-up/contract period;
- x. the services provided (dollar value of services provided up to the date of current report excluding HST);
- xi. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.