



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

RCMP-GRC

Bid Receiving/Réception des soumissions

Attn: Diane Perkins

73 Leikin Drive/promenade Leikin,

Mailstop/ arrêt postal # 15

Ottawa, ON K1A 0R2

Email: diane.perkins@rcmp-grc.gc.ca

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

INVITATION TO TENDER

APPEL D'OFFRES

Proposal to: Royal Canadian Mounted Police

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

Proposition aux: Gendarmerie royale du Canada

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

Comments – Commentaries

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

| | | |
|---|--|--|
| Title-Sujet Construction - Shoreline Repair and Stabilization at Long Island Camp / Travaux de construction – Réfection et stabilisation du rivage au Camp Long Island | | Date 16 October 2019 |
| Solicitation No. – N° de l'invitation 201905804 | | |
| Client Reference No. - No. De Référence du Client N0061, 613, IO 825552 | | |
| Solicitation Closes –L'invitation prend fin | | |
| At/à: | 2:00 pm | EDT(Eastern Daylight Time) HAE (heure avancée de l'Est) |
| On/le: | 31 October 2019 | |
| Delivery - Livraison See herein — Voir aux présentes | Taxes - Taxes See herein — Voir aux présentes | Duty – Droits See herein — Voir aux présentes |
| Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes | | |
| Instructions See herein — Voir aux présentes | | |
| Address Enquiries to - Adresser toute demande de renseignements à Diane Perkins, Senior Contracting Officer | | |
| Telephone No. – No. de téléphone 613-843-5904 | | Facsimile No. – No. de télécopieur: 613-825-0082 |
| 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 |



INVITATION TO TENDER

Construction - Shoreline Repair and Stabilization at
Long Island Camp

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

This is a two phase selection process. Refer to the Special Instructions to Bidders.

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions, please consult "Special Instruction to Bidders", SI15, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements.

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2019-05-30) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Phase Two bid shall be based on use of the named materials. During the Phase Two solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the Phase Two solicitation closing date. If the alternative materials are approved for the purposes of the Phase Two bid, an addendum to the Phase Two bid documents shall be issued.



TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Mandatory Site Visit
- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Opening of Bids / Evaluation
- SI08 Completion of Submission
- SI09 Insufficient Funding
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Construction Documents
- SI13 Recourse Mechanisms
- SI14 Promotion of Direct Deposit Initiative
- SI15 Security Related Requirements
- SI16 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Intentionally left blank
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security Related Requirements
- SC02 Insurance Terms

APPENDIX 1 - PHASE ONE QUALIFICATION FORM

APPENDIX 2 - PHASE TWO BID AND ACCEPTANCE FORM (BA)

APPENDIX 3 - PHASE TWO INTEGRITY PROVISIONS

APPENDIX 4 - PHASE TWO LISTING OF SUBCONTRACTORS

ANNEX A - PHASE TWO SPECIFICATIONS

ANNEX B - PHASE TWO DRAWINGS

ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX D - PHASE TWO CERTIFICATE OF INSURANCE



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction for the project as set out in this Invitation to tender (ITT).
2. This is a two phase selection process. Bidders responding to this ITT are requested to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidder, refer to SI05 'Submission of Bid'. Following evaluation of these bids, Bidders are advised of their competitive standing and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid. Phase Two bids cover the pricing. A combination of the Phase One and Phase Two submissions constitutes the final bid.
3. Initially, suppliers are invited to submit a bid in the first phase of the selection procedure outlined below. Only the Phase One information asked for in the ITT is to be included in the Phase One bid, and evaluation of Phase One bids will be carried out only on the Phase One information requested.

SI02 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30), amended as follows:
 - i. Subsection GI16 Performance Evaluation:
Delete: in its entirety
Insert: GI16 intentionally left blank
 - ii. Amendments identified in any other sections of the Special Instructions to Bidders (SI)
The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. The bid submitted at Phase One in response to this ITT and Phase One Qualification Form;
 - g. The bid submitted at Phase Two, the Phase Two Bid and Acceptance Form and related Appendix(s) and Attachments; and
 - h. Any solicitation amendments issued during either Phase One or Phase Two.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries during the Phase One solicitation period must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address diane.perkins@rcmp-grc.gc.ca as early as possible within the solicitation period. Enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.



2. Enquiries during the Phase Two solicitation period must be submitted in writing to the Contracting Authority as early as possible within the solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received within the enquiry period to be confirmed for Phase Two to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
3. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
4. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.
5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 MANDATORY SITE VISIT

A. Phase One

1. There will not be a site visit for this Phase One solicitation process.

B. Phase Two

1. There will be a Phase Two site visit on (date to be determined). Interested Bidders are to meet at the Long Island Camp, 415 Nicholls Island Road, Manotick Ontario.
2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**
3. Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. Security pre-screening: The names of each individual attending the site visit, along with the name of the firm they represent, should be provided to the Contracting Authority by [date to be determined] in order to gain access to the site.

SI05 SUBMISSION OF BIDS

Section GI09 of R2710T is replaced by the following:

A. Phase One submission of bid

1. The Phase One bid shall be submitted in one bid envelope or via email as a pdf or word document.
2. The Phase One bid envelope shall be addressed and submitted in hard copy to the office designated on the Front Page of the "Invitation to Tender" for the receipt of the bids, or be submitted by email to the Contracting Authority's email address identified on the Front Page of the "Invitation to Tender". The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the Phase One bid envelope or in the email content:
 - a. Solicitation Number and Title;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Phase One Qualifications Form, and any required associated document(s), shall include the following information:



- a. PHASE ONE QUALIFICATIONS;
- b. Solicitation Number and Title and
- c. Name of Bidder.

4. Timely and correct delivery of bids is the sole responsibility of the Bidder.
5. 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) failure of the Bidder to properly identify the bid;
 - d) illegibility of the bid;
 - e) RCMP server blocking emails (potential malware, file size, etc);
 - f) total file size of all attachments in an email exceeding the maximum file size of 5MB

B. Phase Two submission of bid

1. The Phase Two bid shall be submitted in one bid envelope.
2. The Phase Two bid envelope shall be addressed and submitted to the address to be provided by the Contracting Authority to Phase One responsive Bidders. The Phase Two bid must be received on or before the date and time set for solicitation closing in accordance with the instructions to be provided by the Contracting Authority to Phase One responsive Bidders. The Bidder shall ensure that the following information is clearly printed or typed on the face of the Phase Two bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. PHASE TWO PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. Unless otherwise specified in the Special Instructions to Bidders
 - a. The bid price shall be in Canadian currency;
 - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI06 REVISION OF BID

Paragraph 1 of G110 of R2710T is replaced by the following;

1. A Phase One and/or Phase Two bid submitted in accordance with these instructions may be revised by physically delivering a new qualification and/or price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:



- a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

Paragraph 3 of GI10 of R2710T is replaced by the following;

3. Intentionally left blank.

SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening at Phase One or Phase Two bid deposit time.
2. Phase One Qualifications – will be opened privately. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the Phase One mandatory requirement(s) will render the Phase One bid non-compliant and no other consideration will be given to the Phase One bid.
3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.
4. Phase Two Price - Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-compliant and no other consideration will be given to the Phase Two bid.
5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
6. Following solicitation closing, the Bidder with the lowest price will be notified. Following contract award, the Phase Two bid results may be obtained from the Contracting Authority.

SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Phase One and Phase Two bids on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document, and for responsive Phase One Bidders the subsequent Phase Two documents.

SI09 INSUFFICIENT FUNDING

In the event that the lowest compliant Phase Two bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant Phase Two bid.

SI10 DEBRIEFINGS

A. Phase One

After Bidders have been advised of their Phase One competitive standing, Bidders may request a debriefing on the results of the Phase One bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the Phase One bid solicitation process. The debriefing may be in writing, by telephone or in person.

B. Phase Two

Debriefings do not apply to Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award the Phase Two bid results may be obtained from the Contracting Authority.



SI11 BID VALIDITY PERIOD

A. Phase One

1. There is no bid validity period for Phase One of the solicitation process.

B. Phase Two

1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted Phase Two bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the Phase Two bids of those who have accepted the proposed extension; or
 - b. cancel the solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **with 1 electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

SI13 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/recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

SI14 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



S115 SECURITY RELATED REQUIREMENTS

1. **Before commencement of the Work, the Contractor must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

S116 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Buy and Sell
<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Bid Bond (form PWGSC-TPSGC 504)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)
http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Code of Conduct
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link)
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade Agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>



CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices and Attachments attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

| | | | |
|------|--|--------|---------------|
| GC1 | General Provisions – Construction Services | R2810D | (2017-11-28); |
| GC2 | Administration of the Contract | R2820D | (2016-01-28); |
| GC3 | Execution and Control of the Work | R2830D | (2018-06-21); |
| GC4 | Protective Measures | R2840D | (2008-05-12); |
| GC5 | Terms of Payment | R2850D | (2016-01-28); |
| GC6 | Delays and Changes in the Work | R2865D | (2019-05-30); |
| | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25); |
| GC7 | Default, Suspension or Termination of Contract | R2870D | (2018-06-21); |
| GC8 | Dispute Resolution | R2880D | (2016-01-28); |
| GC9 | Contract Security | R2890D | (2018-06-21); |
| GC10 | Insurance | R2900D | (2008-05-12); |

Subsection GC1.22 Performance-evaluation: Contract of R2810D (2017-11-28), incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

- e. Supplementary Conditions
- f. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the Phase Two bid; and acceptance of the Phase Two bid;
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions;
- i. Phase One bid and related Appendix(s); and
- j. Phase Two bid and related Appendix(s) and Attachments.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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.

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

4. Procurement Ombudsman

4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

4.2 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is: [To be confirmed at contract award]

Name: Diane Perkins
Title: Senior Contracting Officer
Organization: RCMP – Procurement and Contracting Branch
Address: 73 Leikin Dr.
Ottawa, ON
K1A 0R2

Telephone: 613-843-5904
E-mail address: diane.perkins@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.

5.2 RCMP Departmental Representative (Project Manager) [To be confirmed at contract award]

The RCMP Departmental Representative (Project Manager) for the contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The RCMP Departmental Representative (Project Manager) 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 RCMP Departmental Representative; however, the RCMP Departmental Representative has no authority to authorize changes to the contract. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative [To be confirmed at contract award]

Name: _____
Title: _____
Address: _____

Telephone : _____



Facsimile: _____

E-mail address: _____



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS

1. The following security requirements (SRCL and related clauses) apply and form part of the Contract. Before the commencement of Work the following conditions must be met:
 - 1.1 The Contractor's personnel are required to be security cleared at the level of Facility Access II without escort as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - a. The Consultant must comply with the provisions of the: Security Requirements Check List (SRCL) attached at Annex C.

SC02 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.



APPENDIX 1 – PHASE ONE QUALIFICATION FORM

Bidder Instructions: The Bidder is requested to respond to the Phase One Evaluation Criteria using the table formats below.

Note to Bidders: Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section is omitted from the Phase One bid, it will be set aside without further consideration and the Phase One bid will be considered to be non-responsive. In the case of any mandatory criteria, a lack of supporting information will render the Phase One bid non-responsive and will be set aside without further consideration.

MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

- a) comply with the following Mandatory Requirements; and
- b) provide the necessary documentation to support compliance.

Any Phase One bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

| # | Mandatory Requirements | MET (Yes/No) |
|----|---|--------------|
| M1 | <p>The Bidder must have recently completed at least 2 construction projects, each project demonstrating the following components:</p> <ol style="list-style-type: none"> 1. Shoreline repair and stabilization experience within the last 5 years and 2. The value of construction was equal to or greater than \$50,000.00. <p><u>*Note: Bidder to provide substantiation of above Mandatory Requirement using Project 1 and Project 2 Tables below.</u></p> | |

| PROJECT 1: | |
|-----------------------------|--------------------------|
| Date of Project Start Date: | Project Completion Date: |
| Project Location: | |
| Project Title: | |



Description of project (Must include components specified in M1 to be compliant):

PROJECT 2:

Date of Project Start Date:

Project Completion Date:

Project Location:

Project Title:

Description of project (Must include components specified in M1 to be compliant):



APPENDIX 2 – PHASE TWO BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Construction - Shoreline Repair and Stabilization at Long Island Camp.

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ _____ (including mark-up, overhead & profit and excluding
Applicable Tax(es).
(amount in numbers)

BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of 60 days following the date of Phase Two solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

A binding Contract will be issued by Canada to the Bidder with a responsive Phase Two bid carrying the lowest price. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work, except the landscaping Work, from the date of Contract award to January 15, 2020. Landscaping Work to be completed by March 15, 2020.

BA07 BID SECURITY

The Bidder must enclose bid security with its Phase Two bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date



APPENDIX 4 – PHASE TWO LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with its Phase Two Bid.
- 2) The Bidder should submit the list of Subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two Bid Price.

| | Subcontractor | Division |
|----|---------------|----------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |



ANNEX A – PHASE TWO SPECIFICATIONS

All specifications will be included as separate documents in Phase Two.



ANNEX B – PHASE TWO DRAWINGS

All drawings will be included as separate documents in Phase Two.



ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)



| |
|---|
| Contract Number / Numéro du contrat 2018 11123978 A |
| Security Classification / Classification de sécurité Unclassified |

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

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



| |
|--|
| Contract Number / Numéro du contrat 20181123978 |
| Security Classification / Classification de sécurité |

PART A (Continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

| | | | |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | Facility Access II without escort - Accès aux installations II sans escorte | | |

Special comments:
Commentaires spéciaux _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



| |
|--|
| Contract Number / Numéro du contrat 201811123978 |
| Security Classification / Classification de sécurité |

PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



ANNEX D – PHASE TWO CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE

| | |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
| | Project No. |

| | | | | |
|----------------------------------|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
|----------------------------------|-----------------------|------|----------|-------------|

| | | | | |
|------------------------------|-----------------------|------|----------|-------------|
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
|------------------------------|-----------------------|------|----------|-------------|

Additional Insured

Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police.

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|-------------------------------------|--------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------------------------|
| | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| Commercial General Liability | | | | \$ | \$ | \$ |
| | | | | \$ | \$ | \$ |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

isalnd



CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.