



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

Bid Receiving  
Royal Canadian Mounted Police  
Procurement and Contracting Services

**Email/Courriel:**  
NWR\_Procurement\_Bids@rcmp-grc.gc.ca

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

**Email/Courriel:**  
NWR\_Procurement\_Bids@rcmp-grc.gc.ca

**REQUEST FOR  
PROPOSAL**

Proposal to: Royal Canadian Mounted Police

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

**DEMANDE DE  
PROPOSITION**

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Maintenance inspection of five (5) RCMP Communication Towers in Northwest Territories		<b>Date</b> July 15, 2022
<b>Solicitation No. – N° de l'invitation</b>		M5000-22-02919/A
<b>Client Reference No. - No. De Référence du Client</b>		2022-02919
<b>GETS Reference No.-No de Référence du SEAG</b>		PW-22-01001588
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	2:00 PM / 14h00	MDT (Mountain Daylight Time) HAR (heure avancée des Rocheuses)
<b>On / le :</b>	August 15, 2022	
<b>Delivery - Livraison</b> See herein - Voir aux présentes	<b>Taxes - Taxes</b> See herein - Voir aux présentes	<b>Duty – Droits</b> See herein - Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Shawn Balaski, <a href="mailto:shawn.m.balaski@rcmp-grc.gc.ca">shawn.m.balaski@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 780-670-8592	<b>Facsimile No. – No. de télécopieur</b>	

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



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

### **1.2 Statement of Work**

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

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

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

- Inuvialuit Final Agreement;
- Gwich'in Comprehensive Land Claims Agreement;
- Sahtu Dene and Metis Comprehensive Land Claims Agreement.

### **1.4 Debriefings**

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

### **1.5 Recourse Mechanisms**

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

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

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



## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

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

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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



## 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

#### **Important Note:**

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

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

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.



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

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

Canada requests that bidders follow the format instructions described below in the preparation of their hard copy bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

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

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Financial Bid**

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

**Section II: Certifications**

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



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.1.1 Integrity Provisions**

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

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

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



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

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

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

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

#### **5.1.3.1 Independent Bid Determination**

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

#### **5.1.3.2 Former Public Servant – Refer to Attachment 2 to Part 5**

#### **5.1.3.3 Status and Availability of Resources**

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

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



Attachment 1 to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

(Corporate Name of Recipient of this Submission)

for: (Name and Number of Bid and Project)

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

(Name of Tendering Authority)

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

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

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
a. has been requested to submit a bid in response to this call for bids;
b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
a. prices;
b. methods, factors or formulas used to calculate prices;
c. the intention or decision to submit, or not to submit, a bid; or
d. the submission of a bid which does not meet the specifications of the call for bids;



except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

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(Date)



## ATTACHMENT 2 to PART 5

### FORMER PUBLIC SERVANT CERTIFICATION

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

#### Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



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### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** (  ) **No** (  )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 Applicable Taxes.



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

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

### **6.1 Security Requirements**

**6.1.1** The following security requirements (SRCL and related clauses) apply and form part of the Contract.

The Contractor (if an individual) and all of the contractor's personnel and/or subcontractors who may work on site must hold a valid "Facility Access Level 1 (FA1)" issued by RCMP Departmental Security.

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

### **6.2 Statement of Work**

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

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

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

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

#### **6.3.1 General Conditions**

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

##### **6.3.2.1 Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.4 Term of Contract**

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

The period of the Contract is from date of Contract to March 31, 2023 inclusive

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

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

- Inuvialuit Final Agreement;
- Gwich'in Comprehensive Land Claims Agreement;
- Sahtu Dene and Metis Comprehensive Land Claims Agreement.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

6.5.2 Project Authority

The Project Authority for the Contract is: (The Project Authority will be identified at Contract Award)

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Royal Canadian Mounted Police
Telephone: \_\_\_\_\_
Facsimile: \_\_\_\_\_
E-mail address: \_\_\_\_\_@rcmp-grc.gc.ca

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

6.5.3 Contractor's Representative

The Contractor's Representative responsible for general enquiries and delivery follow-up is: (The Contractor's Representative will be identified at Contract Award)

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Telephone No. \_\_\_\_\_
Facsimile No. \_\_\_\_\_
E-mail address: \_\_\_\_\_

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm all-inclusive rate as specified in Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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



### 6.6.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

### 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

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

### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*To be entered at contract award*).

### 6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 4013 (2021-11-29) Supplemental General Conditions: Compliance with on-site measures, standing orders, policies, and rules;
- c. the general conditions 2010C (2022-01-28) General conditions: Services (medium complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated \_\_\_\_\_ (*To be entered at contract award*)



## 6.11 Procurement Ombudsman

### 6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

### 6.11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 6.12 Insurance – Specific Requirements

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

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

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

### 6.13 Workers Compensation - A0285C (2007-05-25)

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract



## ANNEX A - STATEMENT OF WORK

### 1.0 Title

Maintenance inspection of five (5) Royal Canadian Mounted Police (RCMP) Communication Towers in the Northwest Territories.

### 2.0 Background

The RCMP has legal obligations to ensure the safety of its members and general public under the [Canadian Labor Code](https://laws-lois.justice.gc.ca/eng/acts/L-2/index.html) (https://laws-lois.justice.gc.ca/eng/acts/L-2/index.html) and the [Canadian Occupational Health and Safety Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html) (https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html). As a result, the RCMP has initiated a national program to ensure that all its radio communication towers are compliant with applicable standards under Canadian Standards Association (CSA) S37-18, see Appendix B.

These standards define the design, construction and maintenance of communication towers and their accessories. In the case where it is not possible to make an existing tower compliant, or if a tower is beyond repair, it will be replaced. As well, should it be determined that an existing RCMP tower is no longer required it will be removed.

### 3.0 Objectives

To meet the Canadian Labor Code (CLC) directive and to ensure the safe, serviceable condition of all RCMP communication towers.

### 4.0 Scope

The Royal Canadian Mounted Police has a requirement for maintenance inspection of five (5) existing communication towers at Aklavik, Deline, Fort Good Hope, Fort Providence and Tuktoyaktuk, NT.

The RCMP Standards and Guidelines for Communication Sites (Appendix A) and the CSA S37-18 (Appendix B) must be referred to when detailing the specific requirements of this Statement of Work.

The work completed in accordance with this document will include all labor, materials and equipment necessary to complete the modifications to the towers.

### 5.0 Tasks/Technical Requirements

- 5.1 The Contractor must inspect all towers in accordance with CSA S37-18 Standard and the RCMP Standards and Guidelines for Communication Sites, refer to Appendix A.
- 5.2 The contractor must safeguard existing antennas, transmission lines, and other tower attachments, as well as the tower members and connections and not alter or otherwise impair the performance of any of these items during the course of work without the written approval of the RCMP.
- 5.3 The Contractor must review and implement all safety regulations under the Canada Labor Code. The Contractor must review and implement all RCMP safety regulations and those safety requirements of the Workers Compensation Commission, Canada Labor Code, CSA S37-18 Standards, and other applicable Provincial and Federal Regulations.
- 5.4 The Contractor must inspect the communication towers in order to report any identified deficiencies back to the Project Authority.
- 5.5 Upon completion of the work, the Contractor must leave the site in a clean and tidy condition, subject to the satisfaction of the RCMP Project Authority or designated representative.



**6.0 Deliverables**

1) Maintenance Inspection:

Number	Title	Date Required	Details
1	A copy of the Safety Program	If and when requested by RCMP Project Authority	<ul style="list-style-type: none"> <li>- The Contractor must provide a soft copy of Company Safety Program (Microsoft Word or Adobe pdf format acceptable).</li> </ul>
2	Maintenance Inspection Report for: <ol style="list-style-type: none"> <li>1. Aklavik, NT</li> <li>2. Deline, NT</li> <li>3. Fort Good Hope, NT</li> <li>4. Fort Providence. NT</li> <li>5. Tuktoyaktuk, NT</li> </ol>	All individual reports are required no more than 21 calendar days following completion of last tower inspection and prior to payment of final invoice.	<ul style="list-style-type: none"> <li>- The Contractor must inspect the communication tower in order to report any deficiencies back to the Project Authority.</li> <li>- Contractor must provide a soft copy of each report (Microsoft Word or Adobe pdf format acceptable).</li> <li>- The report must be delivered in English.</li> </ul> <p><u>Each report must include:</u></p> <ul style="list-style-type: none"> <li>• Documentation and photos of sufficient resolution to provide the Project Authority with a clear understanding of each deficiency, how the tower meets or does not meet the original RCMP construction specifications and abides by CSA S37-18 standards</li> <li>• Description of any deficiencies</li> <li>• A recommended solution, which provides the Project Authority with a clear understanding of what action, should be taken in order to correct each deficiency.</li> </ul>



## 7.0 Locations of Work

### Maintenance Inspection of five (5) Communication Towers,

RCMP Aklavik Detachment	34 Tornow Ave, Aklavik, NT
RCMP Deline Detachment	123 RCMP Way, Deline, NT
RCMP Fort Good Hope Detachment	123 RCMP Way Fort Good Hope, NT
RCMP Fort Providence Detachment	Deh Cho Drive, Fort Providence, NT
RCMP Tuktoyaktuk Detachment	364 Oceanview Rd, Tuktoyaktuk, NT

## 8.0 Constraints

- 8.1 All on site contractor personnel must be trained with regard to safe climbing and working techniques and must be trained with regard to tower rescue techniques. Contractor personnel must use CSA approved safety equipment at all times, supplied by the Contractor.

## 9.0 Travel Arrangements

Transportation of all personnel, materials and equipment to and from the sites is the responsibility of the contractor.

## 10.0 Additional Work Requirements

In the event of additional work beyond the scope of the Statement of Work, the following procedures must be adhered to.

- a. The Contractor must submit in writing to the Contracting Authority and the Project Authority the requirement giving sufficient details.
- b. The Contractor must submit an estimate of cost and materials to the Contract Authority and Project Authority.
- c. The Contractor must not proceed with any additional work without written authorization from the Contracting Authority. Any work taken in hand without the approval of the Contracting Authority will be considered to be work completed outside of the contract and no extra payment will be made for any such work.

## 11.0 RCMP Inspection

- 11.1 Workmanship will be subject to inspection at any time by the RCMP Project Authority or designated representative. All efforts will be made to have the inspection in conjunction with the completion of work at the sites. The contractor must work with the RCMP Project Authority or designated representative to establish an estimated time for the final inspection.

Any remedial work deemed necessary to correct deficiencies by the inspector must be completed by the contractor at the contractor's own expense.

- 11.2 The purpose of the RCMP inspection is to confirm compliance of the repairs and removal with the site specific specifications and all related documents as detailed in the Statement of Work. All required tasks as detailed in the Statement of Work must be completed at the time of the Inspection.



## 12.0 Site Specific Details

### 12.1 Aklavik Detachment Tower Inspection

#### Introduction

The 50-foot self-support communication tower to be inspected is located at the RCMP Detachment, 34 Tornow Ave, Aklavik, NT.



#### General Site Details

**Name:** Aklavik Detachment

**Location:** 34 Tornow Ave, Aklavik, NT  
**Latitude:** 68 13' 02.1" N  
**Longitude:** 35 00' 06.9" W  
**Base Elevation:** 6m AMSL

**Site Access:** Air only with Winter Road available on average from Mid-December to Mid-April

#### **Existing Structure:**

**Type:** Triangular Self-support  
**Height:** 50 ft. (15.24m)  
**Manufacturer:** Trylon

**Fall Arrest Facility:** Trylon Rail

#### **Requirements**

1. **Requirement:** Perform maintenance inspection and post maintenance:  
Complete a site inspection report in compliance of CSA S37-18 and RCMP standards.





## 12.2 Deline Detachment Tower Inspection

### Introduction

The 50-foot self-support communication tower to be inspected is located at the RCMP Detachment, 123 RCMP Way, Deline, NT.



### General Site Details

**Name:** Deline Detachment

**Location:** 123 RCMP Way, Deline, NT

**Latitude:** 65 11' 19.9" N

**Longitude:** 123 25' 41.1" W

**Base Elevation:** 156m AMSL

**Site Access:** Air only with Winter Road available on average from Mid-January to Mid-March

### **Existing Structure:**

**Type:** Triangular Self-support

**Height:** 50 ft. (15.24m)

**Manufacturer:** Wind Turbine

**Fall Arrest Facility:** 3/8" Steel Cable

### **Requirements**

1. **Requirement:** Perform maintenance inspection and post maintenance:  
Complete a site inspection report in compliance of CSA S37-18 and RCMP standards.





### 12.3 Fort Good Hope Detachment Tower Inspection

#### Introduction

The 50-foot self-support communication tower to be inspected is located at the RCMP detachment, 123 RCMP Way, Fort Good Hope, NT.



#### General Site Details

**Name:** Fort Good Hope Detachment

**Location:** 123 RCMP Way, Fort Good Hope, NT  
**Latitude:** 66 15' 10.3" N  
**Longitude:** 128 38' 36.1" W  
**Base Elevation:** 30m AMSL

**Site Access:** Air only with Winter Road available on average from Mid-January to Mid-March

#### **Existing Structure:**

**Type:** Triangular Self-support  
**Height:** 50 ft. (15.24m)  
**Manufacturer:** Trylon

**Fall Arrest Facility:** Trylon Rail

#### **Requirements**

1. **Requirement:** Perform maintenance inspection and post maintenance:  
Complete a site inspection report in compliance of CSA S37-18 and RCMP standards.





## 12.4 Fort Providence Detachment Tower Inspection

### Introduction

The 50-foot self-support communication tower to be inspected is located at the RCMP Detachment, Deh Cho Drive, Fort Providence, NT.



### General Site Details

**Name:** Fort Providence Detachment

**Location:** Deh Cho Drive, Fort Providence, NT

**Latitude:** 61 20' 58.9" N

**Longitude:** 117 38' 43.6" W

**Base Elevation:** 152m AMSL

**Site Access:** 2-Wheel Drive

#### **Existing Structure:**

Type: Triangular Self-support

Height: 50 ft. (15.24m)

Manufacturer: Trylon

**Fall Arrest Facility:** Trylon Rail

### **Requirements**

1. **Requirement:** Perform maintenance inspection and post maintenance:  
Complete a site inspection report in compliance of CSA S37-18 and RCMP standards.





## 12.5 Tuktoyaktuk Detachment Tower Inspection

### Introduction

The 50-foot self-support communication tower to be inspected is located at the RCMP Detachment, 364 Oceanview Rd, Tuktoyaktuk, NT.



### General Site Details

**Name :** Tuktoyaktuk Detachment

Location: 364 Oceanview Rd, Tuktoyaktuk, NT  
Latitude: 69 26' 41.2" N  
Longitude: 133 02' 26.8" W  
Base Elevation: 2m AMSL

**Site Access:** 2-Wheel Drive

#### **Existing Structure:**

Type: Triangular Self-support  
Height: 50 ft. (15.24m)  
Manufacturer: Trylon

**Fall Arrest Facility:** Trylon Rail

### Requirements

1. **Requirement:** Perform maintenance inspection and post maintenance:  
Complete a site inspection report in compliance of CSA S37-18 and RCMP standards.





**ANNEX B - BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm all-inclusive rate as specified below. Customs duties are included and Applicable Taxes are extra.

**FOR EVALUATION PURPOSES ONLY**

Bidders must provide an all-inclusive firm lot price **for each of the sites** listed below, applicable taxes separate.

Total Evaluated Price = Subtotal sum of a + b + c + d + e

**Annex “B” must be completed in its entirety or the bid will be considered non-responsive and will not be evaluated.**

Item	Location	Proposed All-inclusive Firm Price
1.	Aklavik, NT – Inspection and Report	\$ _____ a
2.	Deline, NT - Inspection and Report	\$ _____ b
3.	Fort Good Hope, NT – Inspection and Report	\$ _____ c
4.	Fort Providence, NT – Inspection and Report	\$ _____ d
5.	Tuktoyaktuk, NT – Inspection and Report	\$ _____ e
<b>a + b + c + d + e = Subtotal</b>		\$ _____
<b>Applicable Taxes</b>		\$ _____
<b>Total Estimated Price</b>		\$ _____



**ANNEX C - SECURITY REQUIREMENTS CHECKLIST**

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



## ANNEX D - INSURANCE REQUIREMENT

### COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

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



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

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

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

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

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

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



**Appendix A - RCMP Standards and Guidelines for Communication Sites**

Note: attached as a separate "pdf" document.

**Appendix B - CAN CSA-S37-18**

Note: attached as a separate "pdf" document.