



**RETURN OFFERS TO:  
RETOURNER LES OFFRES À:**

Offer Receiving/Réception d'offres  
ATL\_Procurement@rcmp-grc.gc.ca

**SOLICITATION  
AMENDMENT**

**MODIFICATION DE  
L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé ; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.

<b>Title - Sujet</b> Vehicle Equipment Installation/Removal Services - Fredericton, New Brunswick		<b>Date</b> March 10, 2023
<b>Solicitation No. - N° de l'invitation</b> M4500-3-3034		
<b>Amendment No. - N° de la modification</b> 001	<b>Amendment Date - Date de la modification</b> April 3, 2023	
<b>Client Reference No. - No. De Référence du Client</b> Not applicable		
Solicitation Closes - L'invitation prend fin		
<b>At / à :</b>	2 :00 p.m.	ADT (Atlantic Daylight Time) HAE (heure avancée de l'Atlantique)
<b>On / le :</b>	April 13, 2023	
<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> Sandra Bremner 902-717-5395 <a href="mailto:Sandra.Bremner@rcmp-grc.gc.ca">Sandra.Bremner@rcmp-grc.gc.ca</a> for inquiries only. Do not send bids to this email address.		
<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>Email - courriel</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>	



## **AMENDMENT 001**

Amendment 001 is raised to answer the following question:

### **QUESTION:**

We would like to inquire about some of the insurance requirements on the M4500-3-3034 tender for the RCMP.

Specifically on page 53, ANNEX E, section 3.2, lines f. through k. (radioactive materials, explosives, school busses, passenger busses, etc).

Since the listed items are not part of the tender, we ask that you review and advise if they are needed for the Insurance requirements.

### **ANSWER:**

Section 3.2, f. through k. of Annex E - Insurance Requirements, are not applicable to this standing offer and have been removed.

### **DELETE:**

#### **ANNEX E - INSURANCE REQUIREMENTS**

In its entirety.

### **INSERT:**

#### **ANNEX E - INSURANCE REQUIREMENTS (REVISED)**

**All other terms and conditions remain the same.  
Les autres modalités restent les mêmes.**



## **ANNEX E - INSURANCE REQUIREMENTS (REVISED)**

### **1. Commercial General Liability Insurance**

- 1.1. 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.
- 1.2. 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 the Royal Canadian Mounted Police.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.



- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. 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.

## **2. Comprehensive Crime Insurance**

2.1 The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:

- a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$50,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
- b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$50,000.00;

2.2. The Comprehensive Crime insurance must include the following:

- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- b. Loss Payee: Canada as its interest may appear or as it may direct



### 3. Automobile Liability Insurance

- 3.1. The Contractor must obtain Automobile 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.
- 3.2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
  - f. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
  - g. OPCF/SEF/NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.

### 4. Garage Automobile Liability Insurance

- 4.1. The Contractor must obtain Garage Automobile 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.
- 4.2. The Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. 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.

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