



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

Bid Receiving/Réception des soumissions
ATL_Procurement@rcmp-grc.gc.ca

**REQUEST FOR
STANDING OFFER
INDIVIDUAL STANDING OFFER**

**DEMANDE D'OFFRES À
COMMANDES
OFFRE À COMMANDES MAÎTRE
INDIVIDUAL**

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Venue for Training and Accommodations for RCMP H Division		Date 24 April 2024
Solicitation No. – N° de l'invitation M4000-4-2832_A		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	ADT (Atlantic Daylight Time) - HAA (heure avancée de l'Atlantique le t)
On / le :	21 May 2024	
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 Inquiries to – Stephanie Murphy 902-720-5832 Stephanie.Murphy@rcmp-grc.gc.ca for inquiries only. Do not send bids to this email address.		

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



BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED BY FAX, IN-PERSON OR BY MAIL/COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is ATL_Procurement@rcmp-grc.gc.ca. Bids submitted by email directly to the Contracting Authority or to any other email address other than ATL_Procurement@rcmp-grc.gc.ca will not be accepted. Please see Part 3 Bid Preparation Instructions for additional information.

This bid solicitation cancels and supersedes previous bid solicitation number M4000-4-2832 dated 22 February 2024 with a closing of 19 March 2024 at 2:00 p.m. Atlantic Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.



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PART 1 - GENERAL INFORMATION

NOTE: [Canada Buys](#) is the new official source for Government of Canada tender and award notices, information, procurement policy and guidelines.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and the Insurance Requirements.

1.2 Summary

- (i) The Career Development and Resourcing Section, Royal Canadian Mounted Police H Division (Nova Scotia) has a requirement for a venue to provide accommodations and training space for participants on an as and when required basis. The venue must be centrally located in the province of Nova Scotia (e.g. in an area including Colchester County, Hants and Halifax Regional Municipality); and a maximum of 110 km from the RCMP H Division Headquarters at 80 Garland Avenue, Dartmouth, Nova Scotia.



- (ii) the period of the standing offer will be for one year with the irrevocable option of two additional one-year periods.
- (iii) For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

1.3 Debriefings

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

1.4 Recourse Mechanisms

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

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

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.16 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [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.

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

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to RCMP Offer Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile, in-person or by mail to RCMP will not be accepted.

NOTE: The RCMP has not been approved for offer submission by Canada Post Corporation (CPC) Connect service.

2.3. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a



proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

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

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

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

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

2.6 Volumetric Data

The volumetric data (estimated number of days and participants) has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (1 digital copy)

Section II: Financial Offer (1 digital copy)

Section III: Certifications (1 digital copy)

Important Note:

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

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

An Offer transmitted electronically constitutes the formal Offer of the Offeror and must be submitted in accordance with Section 05 of 2006 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to Offer 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. An Offer transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

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



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

- a) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors 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, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in accordance with “Annex A, Statement of Work”.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with "Annex B, Basis of Payment".

Section III: Certifications

Offerors must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Evaluation Criteria are outlined in the Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales tax excluded, FOB destination, Canadian customs duties and excise taxes Included.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

1. MANDATORY EVALUATION CRITERIA

In their proposals, Offerors must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the offer non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a “NOT MET” rating.

Offerors must provide brochures, pamphlets, photos or other supporting documentation to demonstrate compliance with each of the mandatory criteria.

	CRITERIA	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal [Completed by Offeror]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M1	The Offeror must demonstrate, by providing a Google Map image, that their location is within 110 kilometres of 80 Garland Avenue, Dartmouth, Nova Scotia		
M2	The Offeror must demonstrate, by providing photos with dimensions, that they have an outside space suitable for the construction of a sweat lodge as described in Section 6.1 of Annex A, Statement of Work		
M3	The Offeror must demonstrate, by providing photos with dimensions, that they have both inside and outside space to host up to 100 participants for troop formation training as described in Section 6.2 of Annex A, Statement of Work. Troop Formation training must be able to use the outside area during the day/night time for public order scenarios, Search and Canvass and Quick Response Team training exercises. These outside areas must not be in direct view of the general public. The inside space must have access to the equipment identified in Section 5.5 of the Statement of Work in Annex A.		
M4	The Offeror must demonstrate, by providing photos with dimensions, that they have a minimum of two break-out rooms with capacity for up to ten (10) people.		
M5	The Offeror must demonstrate, by providing a Google Maps image, that a gas range for gas mask certification is located within 10 kilometers of their location.		



M6	The Offeror must demonstrate, by providing a Google Maps image, that a firing range for mandatory pistol training is located within 10 kilometers of their location.		
M7	The Offer must demonstrate, by providing pamphlets, brochures or other substantiating documentation, that they can accommodate sixty (60) overnight guests.		



PART 5 – CERTIFICATIONS

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

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

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

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

The certifications listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Independent Bid Determination

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

5.1.3.2 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- 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 Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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.



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

I, the undersigned, in submitting the accompanying offer (hereinafter "offer") to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Offer and Project)

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

(Name of Tendering Authority)

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

I certify, on behalf of: _____ that:
(Corporate Name of Offeror [hereinafter "Offeror"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying offer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying offer, on behalf of the Offeror;
4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer on behalf of the Offeror;
5. for the purposes of this Certificate and the accompanying offer, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
 - (a) has been requested to submit an offer in response to this call for offers;
 - (b) could potentially submit an offer in response to this call for offers, based on their qualifications, abilities or experience;
6. the Offeror discloses that (check one of the following, as applicable):
 - (a) the Offeror has arrived at the accompanying offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;



(b) the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror 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, an offer; or
 - (d) the submission of an offer which does not meet the specifications of the call for offers;

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 offers 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 offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the awarding of the Standing Offer, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Offeror)

(Position Title)

(Date)



PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [*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 Standing Offer 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 Standing Offer, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

7.3.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

The data must be submitted on a monthly basis to the Contracting Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.



7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for one year from _____ to _____ (dates to be inserted at award).

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional 1-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Stephanie Murphy
Title: Procurement Officer
Royal Canadian Mounted Police
Address: 80 Garland Avenue, Mailstop H-066
Dartmouth, NS B3B 0J8
Telephone: 902 720-5832
Facsimile: 902 426-7136
E-mail address: Stephanie.Murphy@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.



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

7.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

Call-up value between \$10K and \$40k: [RCMP Atlantic Regional Procurement and Material Management](#)

Call-up valued up to \$10K: [Unit Commander "H" Division Career Development and Resourcing, RCMP](#)

7.8 Call-up Procedures

The Identified User(s) will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 7.9, Call-up Instrument, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer.
- c) Only the services identified in Annex A of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority.
- d) If by error or omission the Identified User fails to apply the correct price as listed in Basis of Payment or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to start of service.



e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

7.9 Call-up Instrument

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of [\(to be determined at contract award\)](#) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (22-12-01), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment
- f) Annex C, Insurance Requirements
- g) the Offeror's offer dated _____ (*insert date of offer*)

7.13. Procurement Ombudsman

7.13.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Standing Offer, through negotiations between the



Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.13.2 Standing Offer 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 Standing Offer 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.

7.14 Certifications and Additional Information

7.14.1 Compliance

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

7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____
(*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.



Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract is from _____ to _____ (to be inserted at award of Standing Offer).

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices as specified in Annex B.

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.



7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

H1000C (2008-05-12), Single Payment

7.5.4 SACC Manual Clauses

A9117C - T1204 Direct Request by Customer Department

7.6 Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority and Standing Offer Authority for certification and payment.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.



ANNEX A - STATEMENT OF WORK

1. TITLE

Venue to provide training space, accommodations and meals for the RCMP H Division on an as and when required basis.

2. BACKGROUND

The RCMP H Division is responsible for providing various training sessions to members. The RCMP H Division facilities are not always able to accommodate members for these sessions, therefore an outside venue is required.

3. LOCATION

The venue must be located a maximum of 110km from RCMP H Division Headquarter, 80 Garland Avenue, Dartmouth, Nova Scotia.

4. VENUE SPECIFICATIONS

4.1 An onsite Fitness Centre. The Fitness Centre must include fitness equipment, including but not limited to the following:

- a. One treadmill
- b. One stationary bike
- c. One set of floor mats
- d. One set of Olympic weights

4.2 An onsite, free business centre which includes a minimum of one of each of the following:

- a. Computer with internet access (not wireless)
- b. Fax machine

4.3 Free parking areas which can legally accommodate up to 60- 90 vehicles for guests, course participants and presenters/instructors including specialty trucks and trailers.

4.4 Vending machines, ice machines and potable drinking water must be available onsite.

4.5 The training room must be equipped with or have available the following audio/visual aids/equipment:

- a. LCD projector
- b. Extension cords to accommodate projectors, laptops, etc.
- c. Projector screen or white wall/board on which to project computer image/display
- d. Five flipcharts (including easel/stand and paper)
- e. One whiteboard
- f. Internet access (not wireless)

4.6 There must be available a minimum of two breakout rooms (boardrooms or sitting areas) which can accommodate up to 10 participants each. Rooms must be in close proximity (less than 5-minute walk) to the main training area.

4.7 Rooms must be accessible by the RCMP 24 hours/day for each day of the course.



- 4.8 Classrooms must be large enough to accommodate a U-style arrangement of tables. Classroom set-up will be indicated in each Call-Up.
- 4.9 Trainees must be able to use the outside area during the day/night time for public order scenarios.
- 4.10 The Contractor must provide the name and phone number for after-hours emergency service (such as a front desk/reception).

5. SPECIAL CONSIDERATIONS

5.1 INDIGENOUS PERCEPTIONS TRAINING (Sweat Lodge)

Erection and use of a Sweat Lodge is required for this course. This requires an exterior space large enough for a 3-foot round hole around which a 15-foot round dome will be built using willows and other materials. The hole will be filled with rocks that have been heated on a fire which will be built outside the structure. The structure will be built by the Indigenous Community due to ceremonies and blessing which are part of the procedure in the building of the structure. Removal of the structure will be performed by the Indigenous Community.

5.2 TROOP FORMATION TRAINING

Troop formation certification/recertification courses can have up to 100 candidates. They will require an indoor classroom, and large outdoor training venue to practice troop formations. This venue can be a large unobstructed parking lot or former parade square. Training is conducted during daytime and evening (low light hours) so the facility used must be in a controlled area. Troop Formation training must be able to use the outside area during the day/night time for public order scenarios, Search and Canvass training and Quick Response Team exercises. These outside areas must not be in direct view of the general public.

5.3 MANDATORY GAS MASK AND PISTOL TRAINING

The location of the facilities will allow to be more centralize for the participants, limiting travel time of members to maximize on-site training time. A gas range must be located a maximum of 10km from the training facility for mandatory gas mask certification. A firing range must be located a maximum of 10km from the training facility for mandatory pistol training.

6. OVERNIGHT ACCOMMODATIONS

- 6.1 Single occupancy participant rooms must contain the following:
 - a. One double bed
 - b. One 3-piece bathroom
 - c. Telephone (with no charge for local calls)
 - d. Television with digital cable/satellite or equivalent
 - e. Linens (towels, facecloths, bed sheets, etc.) to be provided and laundered free of charge
 - f. Toiletries (shampoo, soap, toothbrush, etc.) to be provided and/or available for purchase
 - g. Iron and ironing board
 - h. Desk
 - i. Internet connection included free of charge (Ethernet connection - not wireless)
 - j. Rooms must be free of excessive wear and tear and must be cleaned daily



7. COURSE SCHEDULING

- 7.1 The majority of courses will take place during the following periods:
- September 1 to December 15
 - January 15 to March 15
 - April 15 to June 15
- 7.2 The Offeror will be provided with a list of estimated dates and number of participants 4 weeks prior to the course start date to allow the Offeror to reserve a block of rooms. Exact dates and number of participants will be confirmed in the Call-Up.

8. RESERVATION POLICY

- 8.1 A Call-Up will be issued by the RCMP at least 7 days in advance of the course start date.
- 8.2 Due to the nature of the RCMP there may be changes to the number of participants. Amendments to Call-Ups will be submitted no later than 2 days prior to the course start date. Amendments must not exceed 50% of the value of the original Call-Up.
- 8.3 If fewer participants require accommodations than specified in the original Call-Up, the Offeror will be paid for up to 20% more than the actual number of participants requiring rooms as specified in the original Call-Up, not exceeding the total number of rooms specified in the Call-Up.
- Example 1:
If a Call-Up specifies 24 rooms, but only 15 rooms are used, the Offeror would be paid for the use of 20 rooms.
 - Example 2:
If a Call-Up specifies 20 rooms but only 17 rooms are used, the Offeror would be paid for the use of 20 rooms.
 - Example 3:
If a Call-Up specified 20 rooms but only 13 rooms are used, the Offeror would be paid for the use of 17 rooms.

9. CANCELLATIONS

- 9.1 The RCMP will notify the Offeror of any cancellations within a minimum of two business days.
- 9.2 Due to the nature of the RCMP, there may be major events (fires, floods, accidents, disasters, inclement weather, etc.) which require the full presence of the RCMP which may lead to course being cancelled or postponed. While the RCMP will make every effort to provide as much notice as possible, notice of cancellation may be last-minute depending on the nature of the situation.
- 9.3 As per 2010C 22 (2020-05-28) and Supplemental General Condition 2.2.1, the RCMP reserves the right to negotiate with the Offeror to pay a portion of costs that have been reasonably and properly incurred in the above situations. The Offeror must provide their policy and rates with their offer. This information will not form part of the offer evaluation, but may be incorporate into any resulting contract (Call-Up).

10. MEETINGS



- 10.1 An introductory meeting will be scheduled once the Standing Offer has been issued. Additional meetings may be scheduled after each Call-Up is issued, as necessary.
- 10.2 Prior to the introductory meeting, the Offeror must provide the following information to the project authority:
 - a. Smoking policy
 - b. Environmental policy
 - c. Reservation and cancellation policy
 - d. Accessibility policy
 - e. Contact information for reservations
 - f. List of costs associated with damages to rooms

11. ENVIRONMENTAL CONSIDERATIONS

- 11.1 The site must follow all relevant federal, provincial and municipal legislation with regards to waste management (e.g. disposal of hazardous and non-hazardous waste, recycling, etc.) and any other industry-relevant environmental regulations.
- 11.2 The Offeror may include in their offer a description of any environmental programs in which the site participates, such as Eco-logo or Green Key.

12. SITE INSPECTION AND ASSESSMENT

- 12.1 Inspection

An on-site inspection may be conducted prior to issuance or during the period of the Standing Offer to verify that all mandatory requirements outlined above are met.
- 12.2 Site Assessment

The Project Authority or RCMP Departmental Security may perform an assessment of the proposed site prior to issuance of the Standing Offer. This may include a Threat and Risk Assessment (TRA) to ensure physical safety and security of RCMP members and assets.

13. LANGUAGE OF WORK

- 13.1 The language of all work and deliverables must be English.

14. LOCATION OF WORK

- 14.1 Centrally located in the province of Nova Scotia (e.g. in an area including Colchester County, Hants County and Halifax Regional Municipality);
- 14.2 A maximum of 110km from RCMP H Division Headquarters, 80 Garland Avenue, Dartmouth, Nova Scotia.

15. TRAVEL

- 15.1 The contractor is not required to travel under this contract.

16. SPECIAL CONSIDERATIONS



- 16.1 Construction and demolition of the sweat lodge for Indigenous Perceptions Training will be completed by a representative of the Indigenous Community.



ANNEX B - BASIS OF PAYMENT

In the tables below, all-inclusive rates are provided for the services as described in Annex A (taxes not included).

Rates must not exceed the Treasury Board Travel Directive:
 (<http://www.njccnm.gc.ca/directive/travel-voyage/index-eng.php>).

Date	Requirement	Quantity (A)	Firm Unit Price (B)	Extended Price (CAD) (C)= (A) x (B)
TBA (Upon Award of SOA)	Training Room	15	\$	\$
	Overnight Accommodations	150	\$	\$
Option Year 1	Training Room	15	\$	\$
	Overnight Accommodations	150	\$	\$
Option Year 2	Training Room	15	\$	\$
	Overnight Accommodations	150	\$	\$
Estimated Training Room/Overnight Accommodations Total (Excluding Applicable Taxes)				\$

**As described in Annex A.*

***The evaluated total is for offer evaluation purposes only. The rate provided for each service will be used for Call-up and invoicing purposes.*

Notes: Estimated usage data provided are based on historical usage, provided in good faith, and are estimates only for evaluation purposes and do not mean that quantities will be used or will not be exceeded.



ANNEX C - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.



o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

p. 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.