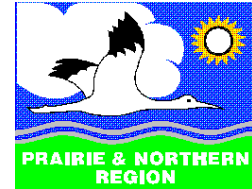




Environment    Environnement  
Canada            Canada



## Request for Proposal

Reference Number: K4E21-13-0401

Posting Date:            12 Nov 2013  
Closing Date:            26 Nov 2013

### **Contracting Authority**

Beth McCann  
Senior Procurement Officer  
Environment Canada, P&NR  
Eastgate Offices  
9250 49 Street NW  
Edmonton, AB T6B 1K5  
Phone: (780) 951-8843  
Fax: (780) 495-5097  
e-mail: beth.mccann@ec.gc.ca

**Please provide the quotation on or before 2:00pm (MDT) on November 26<sup>th</sup>, 2013. Proposals received after this date and time will be returned unopened. Environment Canada reserves the right not to accept any proposals received.**

*This requirement is set aside for Aboriginal Suppliers in accordance with the Procurement Strategy for Aboriginal Business. The bidder must certify in its bid that it is an Aboriginal business or an eligible joint venture as defined within the Procurement Strategy for Aboriginal Business. Further information may be obtained at the following Aboriginal Affairs and Northern Development Canada website:*

<http://www.aadnc-aandc.gc.ca/eng/1100100032802/1100100032803>

*This procurement is subject to the Nunavut Land Claims Agreement. A copy of the Nunavut Land Claims Agreement (NLCA) may be obtained at the following Aboriginal Affairs and Northern Development Canada website:*

<http://www.ainc-inac.gc.ca/eng/1100100030601> .



## **TITLE**

### **Facilitation of Management Plan Development Processes: Inventory of Documents, Identification of Information Gaps, Management Plan Training and Work-planning Relevant to the Management of Migratory Bird Sanctuaries and/or National Wildlife Areas in Nunavut**

**ACMC – Area Co-Management Committees**

**IIBA – Inuit Impact Benefit Agreement**

**CWS – Canadian Wildlife Service**

**EC – Environment Canada**

**MBS – Migratory Bird Sanctuaries**

**NWA – National Wildlife Area**

**RIA – Regional Inuit Association RWO –Regional Wildlife Organization**

**NTI – Nunavut Tunngavik Inc.**

## **BACKGROUND**

An Inuit Impact Benefit Agreement (IIBA) that covers 10 existing and three new National Wildlife Areas (NWA) and Migratory Bird Sanctuaries (MBS) in Nunavut was ratified in August 2008. An important feature of the IIBA is the establishment of nine Area Co-management Committees (ACMCs) in nine Nunavut communities. The ACMCs are responsible for the planning and day-to-day management of the conservation areas under their purview. Communities and relevant conservation areas are:

<b>Conservation Area (NWA or MBS)</b>	<b>Community(ies)</b>
Akpait NWA and Qaqulluit NWA	Qikiqtarjuaq
Bylot Island MBS	Pond Inlet
Dewey Soper MBS	Cape Dorset
East Bay MBS and Harry Gibbons MBS	Coral Harbour
Ninginganiq NWA	Clyde River
McConnell River MBS	Arviat
Nirjutigarvik NWA	Grise Fiord
Polar Bear Pass NWA and Prince Leopold Island NWA and Seymour Island MBS	Resolute Bay
Queen Maud Gulf MBS	Cambridge Bay, Gjoa Haven, Omingmaktok

The range of duties the ACMCs have is summarized in the IIBA as follows:

#### *3.2.3 The purposes of the ACMCs shall be to:*

- 1) advise the Minister, as they deem appropriate, on all aspects of the planning and management of NWAs and MBSs, in accordance with Part 3.3 of this IIBA;*



- 2) *prepare, amend and recommend Management Plans in accordance with Parts 3.5 to 3.7 of this IIBA;*
- 3) *fulfill other functions of the ACMCs set forth in the IIBA.*

*3.3.4 The role of the ACMCs includes advising on:*

- a) *The NWA Strategy and Action Plan for Nunavut (Part 3.4);*
- b) *Management Plans (Parts 3.5 to 3.7)*
- c) *RIA-Supported Permit Applications (Part 4.3)*
- d) *the removal of carving stone from NWAs and MBSs (Part 5.4)*
- e) *outpost camps and cabins in NWAs and MBSs (Part 5.5)*
- f) *the inventories of resources important to Inuit, including oral history projects, archaeological projects and Inuit Language place names (Part 5.4 to 6.7)*
- g) *NWA and MBS research (Part 10.2)*
- h) *CWS's role in the protection of archaeological sites, artifacts and specimens and Cultural Sites of Importance to Inuit (Part 11.3)*
- i) *the management and protection of wildlife and wildlife habitat within an MBS or NWA (Part 12.2)*
- j) *the establishment, enlargement, status change, reduction or disestablishment of an MBS or NWA, as appropriate (Parts 13.3 and 13.5)*
- k) *Visitor use of NWAs and MBSs, including recommended guide areas (Parts 14.2 and 14.4)*

The Area Co-management Committees are tasked with developing a management plan for the various Conservation Areas. A key starting point for the management planning process is to understand the wildlife and cultural resources that should be addressed in the management plan.

As a first step, the ACMC would like to review all the existing studies and documents about the Conservation Areas that are available. From there, gaps in the wildlife information needed for management planning will be identified through a facilitated process, which will include reinforcing ACMC knowledge about the management plan requirements under the IIBA and the relevant federal legislation for their protected area(s).

Nunavut Tunngavik Inc., under the IIBA, is the responsible authority for developing a Conservation Areas Cultural Heritage and Interpretive Materials Report for the various Conservation Areas. Upon completion of the cultural resource inventory, ACMC would like to obtain copies of all reports and documents identified in the cultural resource report for the ACMCs library of resource materials.

Consistent with the principles of the Inuit Impact Benefit Agreement, a key priority of the ACMC is to ensure that local capacity is increased. Therefore, to the extent possible, conducting the work in a manner that enables beneficiaries of the Nunavut Land Claims Agreement to develop skills relevant to this type of work is desirable.

**OBJECTIVE**

Environment Canada requires the services of a contractor(s) to work with five ACMCs to identify, obtain, review, summarize and organize information and information gaps relevant to management planning by the ACMC's for each of eight (8) Conservation Areas.

Once this task is complete, a facilitated management planning workshop would be held in each area to:

1. Assist the ACMC in considering the concepts and decisions required for the progress of their respective Management Plans, in relation to the Environment Canada Protected Area Management Plan Template (ECPAMPT).
2. Help the ACMC review and make decisions about management planning information needs and priorities, based on the descriptive bibliography, identified gaps and populated ECPAMPT that are prepared for the ACMC as the first set of deliverables for this project
3. Familiarize the ACMC with protected areas visioning, goal setting, and discuss community engagement processes so they can apply them to the development of the NWA and/or MBS Management Plan

The intent is for Environment Canada to issue one large contract, however, should no single bidder be able to perform all of the tasks associated within the Statement of Work, then EC will consider issuing multiple contracts for these services.

The five ACMCs and eight Conservation Areas associated with this contract are:

1. Cape Dorset, NU- Isulijarnik ACMC (Dewey Soper MBS)
2. Grise Fiord, NU- ACMC not yet named (Nirjutiqarvik NWA)
3. Coral Harbour, NU – ACMC not yet named (East Bay MBS and Harry Gibbons MBS)
4. Resolute Bay, NU – ACMC not yet named (Prince Leopold MBS, Seymour Island MBS and Polar Bear Pass NWA)
5. Pond Inlet, NU – ACMC not yet named (Sirmilik MBS)

**STATEMENT OF WORK*****Contractor Responsibilities:***

**The Contractor will be required to perform the following tasks:**

**For All Conservation Areas:****PHASE 1 – Descriptive Bibliography and collection of materials for Document Archive**

Tasks 1 – 4 will be initiated but because of the nature of information flow, it is assumed that an initial 'influx' of available information will be received early on in the project, and then throughout the project additional information will be included (in the annotated bibliography and archive) as it is identified and obtained. A draft descriptive bibliography will be developed and provided to the ACMC as part of Phase 1.

1. Conduct a literature review and identify reports and documents that pertain to the environment, wildlife and wildlife habitat resources.
2. Develop a descriptive bibliography which will include:
  - a) The document title, author and year of publication;
  - b) The year when the work took place in the applicable area and if possible who from the community took part;
  - c) A description of the project or study (i.e. what was its purpose and where did it take place);
  - d) A brief summary in the key findings as they relate to environment, wildlife and wildlife habitat resources in the MBS and/or NWA.
3. Obtain copies of the identified reports and documents and develop a document archive (i.e. hard and electronic copies to be stored on an external hard drive provided by the contractor).
  - a) All reports, documents and archival photographs collected for this contract will be assembled and organized in a format that is easily accessible to the ACMC and for easy addition of new materials. The hard drive will be given to the Departmental Representative.
  - b) The Contractor should note that in cases where a source has been identified, but is difficult to access or summarize in the context of this contract (e.g. oral history transcripts or tapes), the Departmental Representative, working with the ACMC will advise whether that information source should be included as an 'information gap' to be pursued at a later date. The Contractor will contact the Departmental Representative in these cases to obtain confirmation.
  - c) Referring to NTI's report on the cultural resources of the MBS/NWA, if available, obtain copies of the references and other information sources for inclusion in the descriptive bibliography and document archive.

Phase 1 will be done through a literature search and discussion with appropriate contacts, which may include:



- a. Local residents and organizations who would be knowledgeable about past research activities at the applicable MBS and/or NWA
- b. EC staff and internal grey literature
- c. RIA/RWO staff
- d. Nunavut Wildlife Management Board
- e. Inuit Heritage Trust
- f. National Archives Canada, Prince of Wales Heritage Trust
- g. World Wildlife Fund Other government departments and academic researchers familiar with the area
- h. Input from residents, local Inuit and resource management organizations may assist in locating information sources about studies done in the applicable MBS and/or NWA.

**PHASE 2:** - Gap Identification and draft populated Environment Canada Protected Area Management Plan Template (ECPAMPT).

1. The Contractor will begin identifying information gaps and populating the ECPAMPT in English.
  - a. The ECPAMPT identifies the elements required in the management plan for any of its protected areas. Using the materials and existing available information gathered in Phase 1, the contractor will populate the ECPAMPT.
  - b. The ECPAMPT sections most likely to be relevant to the information gathered in Phase 1 are: 'Description of the Protected Area', 'Ecological Resources' and potentially 'Management Challenges and Threats'. In addition, the process of identifying information gaps relevant to the management plan will also commence.
  - c. It will include maps and photographs (where available) of the applicable MBS/NWA that will help to illustrate where in the MBS/NWA there are wildlife (and cultural – if available) resource information available, and the nature of that information.
2. The Contractor will present results to ACMC and gather additional information on gaps and other resources.
  - a. The contractor will attend (via conference call) a scheduled ACMC meeting (exact dates to be determined) to present the descriptive bibliography, populated ECPAMPT and identified information gaps. The presentation would preferably be delivered verbally in Inuktitut, but if not then through an interpreter (EC will provide the interpreter). Visual aids appropriate for an audience that includes unilingual Inuktitut speakers will be provided by the Contractor to EC in advance. Input from this meeting will be used to finalize the report.



- b. This presentation will be delivered using a Power Point presentation, which shall be available in both English and Inuktitut. EC will be responsible for the translation of all presentation materials. At this time, the ACMC will share information and consider what information on the key wildlife and cultural resources of the Migratory Bird Sanctuary is lacking and should be collected to support the management planning process.
- c. The presentation should be used as an opportunity to further develop the ACMCs understanding of the management planning process, to ensure they are able to focus on information needs relevant to development of a management plan
- d. At the end of Phase 2, information that is 'readily' available will have been included in the ECPAMPT. The draft descriptive bibliography will have been made available to and discussed with the ACMC. Information gaps will have been identified and prioritized, along with options for addressing priority gaps and will be identified in a report. Efforts to obtain documents that were identified but were not readily available in Phase 1 will continue.

### PHASE 3

#### Facilitated Management Planning Workshop

1. Building on the activities and outputs undertaken in Phases 1 and 2, the contractor will facilitate a workshop with each ACMC to assist them in deciding how the specific available information and relevant information gaps will be used in the management plan, and support them in understanding and determining the processes they will follow to enable the completion of all sections of the Management Plan template.
2. Workshop format and characteristics:
  - a. The Contractor will develop and present the Workshop
  - b. The Contractor will deliver the workshop in English, and will supply the attendees with bilingual (English and Inuktitut) written materials. EC will be responsible for the translation of all written materials.
  - c. The Contractor will design the workshop to include interactive group activities and practical hands-on exercises liberally mixed in with "lecture" format instruction
  - d. The Contractor will build on or customize presentation materials (maps, posters etc) already developed for similar ACMC workshops that are visual and that are tailored to be relevant to the ACMC membership and background information for the site. All materials should be in "plain language"
3. Outcome of the Workshop

At the end of the workshop:



- a. ACMC members should understand the functions of a management plan, the components of a management plan, and what the management planning process entails
- b. The ACMC should be familiar with the results of the descriptive bibliography and report identifying information gaps for their MBS/NWA(s) and have identified the information that they consider critical for the completion of the management plan, and a list of priority information gaps to be addressed in the management plan
- c. The ACMC should have a generic understanding of what a vision, goals and objectives for a protected area are, why they are important, how they are relevant to management planning; and a general understanding of management threats and challenges, how they may be relevant to their MBS/NWA(s), and how to approach identification of options for prioritizing and addressing management threats
- d. The ACMC should be able to develop a plan for how they would like to seek public input in developing the vision, goals and objectives and the management threats and options for their MBS/NWA(s)

***Environment Canada Responsibilities:***

1. Environment Canada will provide the following documents:
  - a. Environment Canada Protected Area Management Plan Template (ECPAMPT)
  - b. Copies of all relevant documents in EC's possession pertaining to the MBS/NWA
  - c. NTI Report on Cultural Inventory of the MBS/NWA if available
2. Environment Canada will provide feedback and advice as required
3. Environment Canada will review and comment on the proposed Workshop content and materials
4. Environment Canada will review and comment on the draft descriptive bibliography and information gaps report
5. Environment Canada will provide the venue for the Workshop
6. Environment Canada will provide the overhead projector
7. Environment Canada will provide simultaneous translation services for the Workshop
8. Environment Canada will provide hospitality (morning and afternoon refreshments and snacks for breaks) for the Workshop
9. Environment Canada will have the workshop materials (PowerPoint presentation and handouts), as provided by the Contractor, translated into Inuktitut

**DELIVERABLES**

All deliverables will be submitted in English. Exact dates to be determined upon contract award.



**For all ACMCs (please see Table X below)**

1. Descriptive Bibliography
  - a. 1 hard copy
  - b. 1 electronic (Word) copy
  - c. 1 pdf copy
2. Document Archive –
  - a. 1 hard copy
  - b. 1 electronic (Word) copy
  - c. 1 electronic (pdf) copy
3. Draft populated ECPAMPT and Information Gaps report
  - a. 1 hard copy
  - b. 1 electronic (Word) copy
  - c. 1 electronic (pdf) copy
  - d. GIS shapefiles and maps as applicable
4. Attend ACMC meeting (via conference call) to present Deliverables 1 and 3 for input and guidance.
5. Final populated ECPAMPT and Information Gaps report (completed template, copy of annotated bibliography and document archive)
  - e. 1 hard copy
  - f. 1 electronic (Word) copy
  - g. 1 electronic (pdf) copy
  - h. GIS shapefiles and maps as applicable
  
6. Management Planning Workshop
  - 1) An outline of the proposed Workshop content, with a few select examples of visual materials and draft agenda
  - 2) Facilitation and presentation of the Workshop. Due no later than (refer to Table X)
  - 3) Draft report of the workshop output. Due no later than 6 weeks following completion of the workshop (individual ACMC schedules below).
  - 4) Final report on workshop output. Due no later than March 31, 2015.



(Exact dates to be determined upon contract award)

<u>TABLE X</u>	<u>Phase 1 - literature search, document requisitions, project report template</u>	<u>Phase 2 - review template, gap identification (ACMC Conf Call)</u>	<u>Phase 3 – completed template, facilitated management planning workshop (F2F), final report</u>
<u>Cape Dorset</u>	<u>Sept 2013 to January 2014</u>	<u>Winter 2014</u>	<u>Fall 2014</u>
<u>Grise Fiord</u>	<u>Sept 2013 to January 2014</u>	<u>Winter 2014</u>	<u>Fall 2014</u>
<u>Coral Harbour</u>	<u>Sept 2013 to January 2014</u>	<u>Winter 2014</u>	<u>Fall 2014</u>
<u>Resolute Bay</u>	<u>Sept 2013 to January 2014</u>	<u>Spring 2014</u>	<u>Winter 2015</u>
<u>Pond Inlet</u>	<u>Sept 2013 to January 2014</u>	<u>Fall 2014</u>	<u>Winter 2015</u>

### DEPARTMENTAL REPRESENTATIVE

Each Conservation Area will have a Departmental Representative who will serve as the main point of contact. An additional point of contact will be identified as a general backup for all areas.

General: TBD

For Isulijarnik: TBD

For Grise Fiord: TBD

For Coral Harbour: TBD

For Resolute Bay: TBD

For Pond Inlet: TBD

Each Departmental Representative identified above will serve as point of contact for the contractor and verify satisfactory work completion in accordance with the Statement of Work. All deliverables and invoices will be sent to the above named Departmental Representative.

### INTELLECTUAL PROPERTY

Environment Canada desires that Aboriginal Traditional Knowledge (ATK) remain the property of those who hold it and that the knowledge holders themselves have management and control over how this knowledge is collected, captured, used, and stored for future generations. Therefore, any intellectual property associated with the collection and capture of aboriginal traditional knowledge shall remain the property of the party providing that information. The Contractor will make every effort to ensure ATK is captured accurately and in accordance with the knowledge holder's understanding



and expectations and neither the Contractor nor the Crown will claim any ownership in such intellectual property. The Contractor shall obtain a license to this aboriginal traditional knowledge from the originating party sufficient to provide a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to the Crown to exercise all intellectual property rights in the ATK that vest in the Owner but may limit commercial exploitation by the Crown.

Other than intellectual property rights associated with the capture and storage of ATK, the contractor will own the foreground intellectual property arising from work under this contract subject to providing a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights that may vest in the Contractor but may limit commercial exploitation by the Crown.

### **BASIS OF PAYMENT**

#### **Area 1 Cape Dorset: Estimated total value TBD**

1. 20% of the total value upon receipt of deliverables 1 and 3.
2. 30% of the total value upon receipt of deliverables 4 and 5.
3. 50% of the total value upon receipt of deliverable 2 and 6.

#### **Area 2 Grise Fiord: Estimated total value TBD**

1. 20% of the total value upon receipt of deliverables 1 and 3.
2. 30% of the total value upon receipt of deliverables 4 and 5.
3. 50% of the total value upon receipt of deliverable 2 and 6.

#### **Area 3 Coral Harbour: Estimated total value TBD**

1. 20% of the total value upon receipt of deliverables 1 and 3.
2. 30% of the total value upon receipt of deliverables 4 and 5.
3. 50% of the total value upon receipt of deliverable 2 and 6.

#### **Area 4 Resolute Bay: Estimated total value TBD**

1. 20% of the total value upon receipt of deliverables 1 and 3.
2. 30% of the total value upon receipt of deliverables 4 and 5.
3. 50% of the total value upon receipt of deliverable 2 and 6.

#### **Area 5 Pond Inlet: Estimated total value TBD**

1. 20% of the total value upon receipt of deliverables 1 and 3.
2. 30% of the total value upon receipt of deliverables 4 and 5.
3. 50% of the total value upon receipt of deliverable 2 and 6.

### **METHOD OF PAYMENT**

Following review of all completed work, and acceptance of no more than 3 invoices per Conservation Area, payment will be made to a maximum of **\$TBD**

**PROPOSAL EVALUATION AND CONTRACT AWARD**

Proposals will be evaluated in accordance with the criteria set out in Annex "A", Bid Evaluation Criteria.

Selection of the contractor(s) will be made on the basis of the best overall value to the Crown in terms of technical merit and cost; the lowest overall priced compliant proposal will be awarded a contract. It is Environment Canada's intention to award one contract.

In the event that no single contractor can perform all of the tasks outlined in the above Statement of Work, then multiple contracts may be awarded based on the lowest price per Conservation Area.

**ENQUIRIES**

All enquiries or issues concerning this Request for Proposal must be submitted in **writing only** to the Contracting Authority named on the front cover page of this RFP document **not later than three (3) working days prior to the bid closing date**.

To ensure consistency and quality of information to Bidders, the Contracting Authority will provide simultaneously to all bidders to which this solicitation has been sent the following:

- Any information with respect to significant enquiries received, and
- The replies to such enquiries without revealing their sources

All enquiries and other communications with government officials throughout the solicitation and evaluation period are to be directed only to the Contracting Authority named on the front cover of this RFP document. **Non-compliance with this condition during the bid solicitation and evaluation period may be sufficient reason for bid disqualification.**

**Bidders must ensure that they follow the instructions in the Annex "A" Bid Evaluation Criteria and Annex "B" Financial Bid.**

**3. GENERAL CONDITIONS – HIGHER COMPLEXITY SERVICE CONTRACTS*****2035 01 (2008-05-12) Interpretation***

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to



form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### ***2035 02 (2008-05-12) Standard Clauses and Conditions***

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

**2035 03 (2008-05-12) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**2035 04 (2008-05-12) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**2035 05 (2012-03-02) Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.



4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. 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. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

#### ***2035 06 (2010-01-11) Subcontracts***

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
  - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).



3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

***2035 07 (2008-05-12) Specifications***

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

***2035 08 (2008-05-12) Replacement of Specific Individuals***

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



**2035 09 (2008-05-12) Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

**2035 10 (2008-05-12) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - a. is beyond the reasonable control of the Contractor,
  - b. could not reasonably have been foreseen,
  - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:



- a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

### ***2035 11 (2008-05-12) Inspection and Acceptance of the Work***

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

### ***2035 12 (2008-05-12) Invoice Submission***

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item,



quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

- c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **2035 13 (2012-07-16) Taxes**

#### 1. Municipal Taxes

Municipal Taxes do not apply.

#### 2. Provincial Taxes

- a. Except as provided by law, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
  
Manitoba 390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the



Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.

- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

### 4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

### 5. Tax Withholding of 15 Percent

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### **2035 14 (2010-01-11) Transportation Costs**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

**2035 15 (2010-01-11) Transportation Carriers' Liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**2035 16 (2012-07-16) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2035 17 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.



3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**2035 18 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**2035 19 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**2035 20 (2008-05-12) Copyright**

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.



Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

### ***2035 21 (2008-05-12) Translation of Documentation***

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### ***2035 22 (2008-05-12) Confidentiality***

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.



4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - a. is publicly available from a source other than the other Party; or
  - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Industrial Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### **2035 23 (2008-05-12) Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that





are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

#### **2035 24 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **2035 25 (2008-05-12) Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or



- d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

***2035 26 (2008-05-12) Amendment and Waivers***

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.



4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

**2035 27 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**2035 28 (2008-05-12) Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**2035 29 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.



2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

#### ***2035 30 (2008-05-12) Termination for Convenience***

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the



Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### ***2035 31 (2008-05-12) Accounts and Audit***

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.



3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**2035 32 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

**2035 33 (2008-05-12) Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

**2035 34 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**2035 35 (2008-05-12) No Bribe or Conflict**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

**2035 36 (2008-05-12) Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

**2035 37 (2008-05-12) Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

**2035 38 (2008-05-12) Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

**2035 39 (2008-12-12) Contingency Fees**

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

**2035 40 (2012-07-16) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

**2035 41 (2012-11-09) Code of Conduct and Certifications - Contract**

1. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. In addition to complying with the [Code of Conduct for Procurement](#), the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.





3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
  - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or



- c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or
- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).

**2035 42 (2008-05-12) Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on the Prevention and Resolution of Harassment in the Workplace](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**2035 43 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**2035 44 (2012-07-16) Access to Information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these



responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.