



Environment Environnement
Canada Canada

Materiel Management - Pacific & Yukon Region
#201 - 401 Burrard Street
Vancouver, B.C. V6C 3S5

Request for Proposal No. KW405-14-3005

**Title: ASSESSMENT OF REGIONAL CLIMATE MODEL ATMOSPHERIC CIRCULATION PROJECTIONS
TO BETTER UNDERSTAND FUTURE CHANGES TO EXTREME HYDRO-CLIMATIC EVENTS
OVER THE ATHABASCA RIVER BASIN**

Gentlemen,

Environment Canada has a requirement for the services described in the attached **STATEMENT OF WORK** (Appendix "A"). You are invited to submit a quotation to fulfill this requirement.

If you are interested in providing this requirement, please submit your proposal by *e-mail* or *facsimile* no later than **10:00 Hours (Pacific Time) on Monday, August 11, 2014** to:

Contracting Authority:

Angelina Garcia
Materiel Management Officer
Environment Canada
Materiel Management
#201 - 401 Burrard Street
Vancouver, B.C. V6C 3S5

Contact Information:

Email: angelina.garcia@ec.gc.ca
Phone: (604) 664-9114
Facsimile: (604) 713-9867

Information requirements are described in the attached Submission Guidelines and must be included in the Bidder's proposal for evaluation purposes and to form the basis of a possible contract:

The attached General Terms and Conditions (Appendix "C") and Intellectual Property (Appendix "D") will apply to any resultant Contract.

It is the Bidder's responsibility to ensure their complete understanding of the requirements and instructions specified by Environment Canada. In the event that clarification is needed, please contact the Contracting Authority listed above.

Sincerely,

ANGELINA GARCIA
Materiel Management Officer

Attachments: Appendix "A" - Statement of Work
Appendix "B" - Offer of Service Form
Appendix "C" - General Terms and Conditions

GENERAL INFORMATION

The Mandatory Requirements of this RFP are identified specifically with the words "mandatory", "must", "shall", "will", and "required". If a mandatory requirement is not complied with, the bid/proposal will be considered non-responsive (non-compliant or not valid) and will not be received further consideration.

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

1. Enquiries during Solicitation Stage

- a. All enquiries or issues on this RFP must be submitted in writing (by email or facsimile) to the Contracting Authority as early in the RFP process as possible.
- b. To ensure consistency and quality of information, the Contracting Authority will give notice to all Bidders, in the same manner as this RFP, of any significant information on questions pooled from Bidders and corresponding EC responses.
- c. All enquiries and other communications with employees throughout the solicitation period shall be directed ONLY to the Contracting Authority named above. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.
- d. **Note: Unedited questions may be distributed, so care should be taken in forming the questions so as not to divulge methodologies and other information that the Bidder would not want released.**

2. Validity of Proposal

It is requested that proposals submitted in response to this RFP be valid in all aspects, including price, for not less than sixty (60) days from the closing date of this RFP,

3. Proposal Preparation Cost

All costs, including travel incurred by the Bidder in the preparation of its proposal and/or negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

4. Rights of Canada

EC reserves the right to:

- a. Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b. Reject any or all Bids received in response to this RFP;
- c. Enter into negotiations with one or more Bidders on any or all aspects of its Bid;
- d. Accept any Bid in whole or in part without prior negotiation during the Bid validity period;
- e. Cancel and/or re-issue this RFP at any time;
- f. Discontinue the evaluation of any Bids which are determined, at any stage of the evaluation process, to be non-compliant/non-responsive;
- g. Issue one or more Contracts;
- h. Retain all Bids submitted in response to this RFP;
- i. Reject any Bid deemed not representative of fair value to Canada;
- j. Verify any or all information provided by the Bidder with respect to its Bid, including references;
- k. Reject any Bid that could result in potential embarrassment to EC, such as where the past conduct of the proposed individual(s) is (are) incompatible, **in the opinion of the EC**, with the subject matter of the work to be performed, as described in the Statement of Work;

5. Proof of Legal Entity

In order to establish the legal capacity of the Bidders to enter into the Contract, bidders who carry on business in other than their own personal names may be required to provide proof of the legal entity under which they carry on business to the Contracting Authority prior to contract award. Such proof may be in the form of copies of articles of incorporation, registration of a name as a sole proprietor, or of a trade name, or of a partnership, etc.

6. Certification Required with the Bid

The Bidder(s) must submit the Former Public Servant Certification – Competitive Requirement (See Attachment 1) to be awarded the contract. Canada will declare a bid non-responsive if the required certification is not completed and submitted as requested.

Compliance with the certification a Bidder(s) provides to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

THE BID PROPOSAL

Delivery of Proposal

1. If submitting soft copies by email, please submit the technical and financial proposal in two separate parts following the naming convention below:

Company Name_KW405-14-3005_Technical Proposal
Company Name_KW405-14-3005_Financial Proposal

For email submissions, the EC server date/time stamp will be the confirmed delivery/receipt time of the Proposal.

2. If submitting by fax, please ensure the technical and financial proposals are in separate page(s) and named appropriately.

For facsimile transmissions, the date/time stamp print on the last page of the proposal shall be considered the official delivery/receipt time of the Proposal.

THE BID EVALUATION

- a. The Evaluation process will be conducted in four (4) stages as follows:
 - a.1 The Bid will be evaluated against the General Mandatory Requirements stated throughout the RFP
 - a.2 The Bid will be evaluated against the Point Rated Criteria, if Point Rated Criteria are applicable, for those Bids having met Item a.1 above;
 - a.3 The proposed successful Bidder will be determined in accordance with the Contractor Selection Method stated in the RFP.
- b. The Evaluation Team will be comprised of EC representatives.

b.1 Technical Proposal

The Technical Proposal will be evaluated using the following point-rated criteria. It is recommended that each item be addressed in sufficient depth in your proposal to allow for evaluation and scoring.

The Bidder's proposal must include:

1. A brief statement indicating your understanding of the work required for this project;
2. A short narrative on their previous experience in (a) the acquisition and assessment of atmospheric circulation data from re-analysis and/or climate model sources, (b) the development of Matlab computer codes, and (c) the development of computer codes to carry out atmospheric synoptic typing procedures. Previous reports, presentations, etc. can be provided to demonstrate this experience.
3. A work plan that describes the proposed methodology and how the Bidder and/or its project team would carry out the tasks outlined in Appendix "A" – Statement of Work
4. A minimum number of work hours or days it anticipates to do the work based on its work plan.

5. No particular format is suggested but the expectation is that the proposal responds to the mandatory and technical criteria requirements identified.
6. Any relevant information to enable Environment Canada to adequately score the proposal should be included.

If no acceptable bids are received, Environment Canada has the right to not award this Contract.

Proposals will be evaluated in accordance with the requirements listed below. Proposals that do not obtain a minimum of **70 points** will be rejected.

	EVALUATION CRITERIA	POINTS	RATING
	UNDERSTANDING THE WORK		
1	Understanding of the objectives and the work	5	
2	Realistic estimation of the level of effort required to complete the work	5	
	EXPERIENCE		
1	Demonstrated knowledge and experience in the assessment of atmospheric circulation data from re-analysis and/or climate model sources	20	
2	Demonstrated knowledge and experience in the development of Matlab computer codes	20	
3	Demonstrated knowledge and experience in the development of computer codes to carry out atmospheric synoptic typing procedures	20	
	STRENGTH OF PROPOSAL		
1	Overall quality and suitability of the proposal	10	
2	Potential for successful completion of the work based on the strategy proposed	5	
3	Addresses all requirements in the SoW	5	
4	Quoted Price Range of Bids Score \$8,001 - \$9,000 10 \$9,001 - \$10,000 8 \$10,001 - \$11,000 6 \$11,001 - \$12,000 4 Over \$12,000 - 2	10	
TOTAL SCORE		100	

b.2 Financial Proposal

1. The Bidder shall complete and return form entitled "Offer of Service" (Appendix B).
2. The price quoted must include cost elements described in Bidder's Work Plan to perform the services outlined in Appendix "A" - the Statement of Work.

EVALUATION AND SELECTION

- a. To be declared responsive, a bid must
 - (a) comply with all the requirements listed above (see Submission Guidelines), and
 - (b) achieve a minimum of 70 points (out of a potential 100 technical points) when rated according to the evaluation criteria in Part 1 – Technical Proposal
- b. Bids not meeting (a) or (b) will be declared non-responsive and will be given no further consideration.
- c. The selection of the winning Bidder will be based on the technical proposal that gets the highest technical points, provided it does not exceed the budget set aside for the project estimated at between \$8,000 to \$12,000

ATTACHMENT 1
FORMER PUBLIC SERVANT CERTIFICATION – COMPETITIVE REQUIREMENT

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

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

If so, the Bidder must provide the following information, for all 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date

TITLE

Assessment of Regional Climate Model atmospheric circulation projections to better understand future changes to extreme hydro-climatic events over the Athabasca River Basin.

BACKGROUND

The work involves the writing and implementation of Matlab computer code to carry out atmospheric synoptic typing procedures (i.e., classification of dominant 500 hPa circulation patterns) using Regional Climate Model projected changes to atmospheric circulation patterns. Future changes to the key atmospheric circulation patterns that are known to cause hydro-climatic extreme events (i.e., prolonged droughts and excessive moisture) are then to be determined. These results will then be used by Environment Canada to assess future changes to hydro-climatic extreme events over the Athabasca River Basin region of Canada.

OBJECTIVE

To engage the services of a Contractor with the expertise and resources to assess Regional Climate Model (RCM) atmospheric circulation projections to better understand future changes to extreme hydro-climatic events over the Athabasca River Basin

THE WORK & DELIVERABLES

The Contractor shall be responsible for the conduct of the following activities:

1. Obtain daily 500 hPa atmospheric circulation data for the region 40°N to 70°N, 80°W to 150°W from:
 - a) The National Centers for Environmental Prediction – National Center for Atmospheric Research (NCEP-NCAR) reanalysis data set for the period 1950-2010,
 - b) The North American Regional Climate Change Assessment Program (NARCCAP) Regional Climate Model output for the modelled current (1971-2000) and modelled future (2041-2070) periods for all available RCM runs.
2. Write a Matlab computer program that carries out an atmospheric synoptic typing procedure that classifies dominant 500 hPa atmospheric circulation patterns using the method of k-means clustering. The computer program will be designed so the user can: Determine these patterns for specified time periods and geographical regions; Specify the number of synoptic types; Display these patterns in map format over the eastern North Pacific Ocean and western Canada; Display relevant frequency of occurrence histograms.
3. Run the Matlab program from #2 to classify the observed atmospheric circulation data from 1(a) into six, eight, and twelve distinct synoptic types for both a) the summer period (Jun-Jul-Aug), and b) the water year (Oct to Sep).
4. Determine the key atmospheric synoptic types from #3 associated with historical hydro-climatic extremes over various regions of the Athabasca River Basin. The extreme summers and water years will be provided to the Contractor. The Contractor will also statistically assess which number of synoptic types (i.e., six, eight, or twelve) best represent historical hydro-climatic extremes over the Athabasca River Basin.
5. Run the Matlab program from #2 to classify the RCM atmospheric circulation data from 1(b) into six, eight, and twelve distinct synoptic types for both a) the summer period (Jun-Jul-Aug), and b) the water year (Oct to Sep) for both the modelled current (1971-2000) and modelled future (2041-2070) periods for all available RCM runs.
6. Statistically assess the ability of the RCMs during the modelled current period to replicate the key synoptic types identified in #4.
7. Statistically assess the changes to these key synoptic types for all the future modelled RCM runs.
8. Provide all results in a written report.

CROWN INPUT

Environment Canada will provide historical hydro-climatic extremes data over the various regions in the Athabasca River Basin.

ACCEPTANCE CRITERIA

The Departmental Representative shall accept the work in behalf of the Crown

PROJECT SCHEDULE

Start Date: September 1, 2014

End Date: December 15, 2014

INSURANCE REQUIREMENTS

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.

DEPARTMENTAL REPRESENTATIVE

Dr. Barrie Bonsal
National Hydrology Research Centre
11 Innovation Blvd.
Saskatoon, SK S7N 3H5
Tel: 306-975-5754

OFFER OF SERVICES

1. Offer submitted by: _____

(Print or type complete Business or Corporate name and address)

2. I (We) the undersigned hereby offer to Environment Canada, referred to as EC, to furnish all necessary expertise, supervision, materials, vehicles, equipment and other things necessary to complete to the entire satisfaction of EC, the work described in the Request for Proposal according to the terms and conditions of the Department's Service Contract for the following prices (HST extra, if applicable):

2.1 Labour/Service Fees: Total \$ _____

This is a breakdown of the tendered amount for Professional Services. (Although detailed price support for the rates is not requested at this time, be prepared to provide it if asked.)

Name of Personnel (e.g. Joe Smith)	Category of Personnel Lead, Technician, etc.	Labour Rate \$xxx / hr	No. of Hours Est. for the Work	Total

2.2 Associated Expenses: (if applicable) Total \$ _____

List and breakdown all anticipated associated costs. (i.e. courier, long distance, reproduction, etc.)

2.3 Travel Expenses: (if applicable) Total \$ _____

Travel expenses are reimbursable at cost, not exceeding the Government Travel Directives posted on Internet Web Site: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp. For those without Internet access, these rates are available on request. These expenses are based upon the following anticipated travel requirement(s):

2.4 Taxes (GST/HST): (if applicable) Total \$ _____

2.5 GRAND TOTAL Total \$ _____

3. I (We) agree that the Offer of Services will remain firm for a period of sixty (120) calendar days after the Request for Proposal closing date.
4. Payment for work completed are to be proposed in the proponent's fee proposal. EC reserves the right to negotiate an acceptable payment schedule.
5. I (We) submit the following:
 - a) A PROPOSAL to undertake the work, in accordance with the requirements of EC, as specified;
 - b) A duly completed OFFER OF SERVICES, as required in the Proposal Instructions.

6. It is understood that it shall be a term of any resultant contract that no individual, for who the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions; and that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare immediately to the Departmental Representative.
7. It is understood that persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations as passed by the United Nations. As a result, the Contractor shall not supply and EC will not accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. During the performance of the Contract should the addition of a country to the list of those already sanctioned or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contract, the situation will be treated by the Parties as a force majeure. The Contractor shall immediately inform EC of the situation; the procedures applicable to force majeure shall then apply.
8. Federal Government Departments and Agencies are required to prepare T4-A supplementary tax slips for individuals or businesses engaged through contracts for services.

It is understood that the successful bidder shall provide and certify to be true the following information:

- whether the contractor is an individual, unincorporated business or corporation;
- the legal name of the entity; that is, the name associated with the SIN or Business Number;
- for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the Business Number, or, if applicable the HST number;
- for corporations, the Business Number or, if this is not available, the HST number. If there is no BN or HST number, the T2 Corporation Tax number must be provided.
- As the case applies, provide your:

Business Number _____, or S.I.N. _____, or
HST # _____, or T2 Corp. Tax # _____.

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE PRESCRIBED COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

Dated this _____ day of _____, 20__ at _____,

in the Province/Territory of _____.

Contractor Signature (by Authorized Officer)

Title

GENERAL CONDITIONS (2010B)

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the Essence
- 08 Excusable Delay
- 09 Inspection and Acceptance of the Work
- 10 Invoice Submission
- 11 Taxes
- 12 Transportation Costs
- 13 Transportation Carriers' Liability
- 14 Payment Period
- 15 Interest on Overdue Accounts
- 16 Audit
- 17 Compliance with Applicable Laws
- 18 Confidentiality
- 19 Copyright
- 20 Government Property
- 21 Amendment
- 22 Assignment
- 23 Suspension of the Work
- 24 Default by the Contractor
- 25 Termination for Convenience
- 26 Right of Set-off
- 27 Conflict of Interest and Values and Ethics Codes for the Public Service
- 28 No Bribe or Conflict
- 29 Contingency Fees
- 30 International Sanctions
- 31 Code of Conduct and Certifications - Contract
- 32 Harassment in the Workplace
- 33 Entire Agreement
- 34 Access to Information

2010B 01 (2013-04-25) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"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 Applicable Taxes;

"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;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

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

2010B 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.

2010B 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.

2010B 04 (2008-05-12) Status of the Contractor

1. 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.
2. 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.

2010B 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.

2010B 06 (2013-06-27) Subcontracts

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

2010B 07 (2008-05-12) Time of the Essence

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

2010B 08 (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.

2010B 09 (2008-05-12) Inspection and Acceptance of the Work

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.

2010B 10 (2013-03-21) 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/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - 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. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do 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.

2010B 11 (2013-03-21) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

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 not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2010B 12 (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.

2010B 13 (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.

2010B 14 (2008-05-12) 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 31st day following that date and interest will be paid automatically in accordance with the section 15.
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.

2010B 15 (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.

2010B 16 (2008-05-12) Audit

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

2010B 17 (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.

2010B 18 (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 and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

2. Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to 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.
3. The obligations of the Parties set out in this section do not apply to any information where the same 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.

2010B 19 (2012-07-16) Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (*year*) or © Sa Majesté la Reine du chef du Canada (*année*).
2. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

2010B 20 (2008-05-12) Government Property

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.

2010B 21 (2008-05-12) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2010B 22 (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.

2010B 23 (2008-05-12) Suspension of the Work

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. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

2010B 24 (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.

2010B 25 (2012-07-16) 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.

2010B 26 (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.

2010B 27 (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.

2010B 28 (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.

2010B 29 (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).

2010B 30 (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 25.

2010B 31 (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*.

2010B 32 (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 Harassment Prevention and Resolution*, 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.

2010B 33 (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.

2010B 34 (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.