

## SEND BIDS TO:

Industry Canada  
Corporate Finance Systems and  
Procurement Branch  
235 Queen Street  
Bid Receiving Area, Mail Scanning  
Room S-143, Level S1  
Ottawa, ON K1A 0H5

Attn.: Chantal Lafleur

## REQUEST FOR PROPOSAL

### Proposal to: Industry Canada

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

### Issuing Office:

Industry Canada  
Contracts & Materiel Management  
235 Queen Street  
Ottawa, ON  
K1A 0H5

<b>Title</b>	
Technology Roadmap of the Automotive Sector	
<b>Solicitation N°</b>	<b>Date</b>
IC401586	July 12, 2016
<b>Solicitation Closes</b>	<b>Time Zone</b>
At 2:00 PM on August 22, 2016	Eastern Daylight Time (EDT)
<b>F.O.B.</b>	
Destination	
<b>Address inquiries to:</b>	
Chantal Lafleur	
<b>Telephone N°</b>	<b>Email address</b>
343-291-1453	Chantal.lafleur2@canada.ca
<b>Destination – of Goods, Services or Construction</b>	
See Herein	

**Instructions: See Herein**

**Comments: This document does not contain a Security Requirement**

<b>Delivery Required:</b>	
See Herein	
<b>Bidder's Name and address</b>	
<b>Name and title of person authorized to sign on behalf of the Bidder (type or print)</b>	
_____	_____
<b>Signature</b>	<b>Date</b>



# **Request for Proposal (RFP)**

**For the provision of**

**Technology Roadmap of  
the Automotive Sector**

**for**

**Industry Canada**

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## PART 1 - GENERAL INFORMATION

### 1. Summary

The purpose of this RFP is to select a supplier to enter into a contract with the Automotive and Transportation Industries Branch of the Department of Industry Canada (IC) to provide services for the Technology Roadmap of the Automotive Sector as described in the Statement of Work – Appendix A attached herein.

The work is to be performed from the contract award date to November 30, 2016. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

There is no security requirement associated with this requirement.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

### 2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders must make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation. The debriefing may be provided in writing, by telephone or in person.

## PART 2 – INSTRUCTIONS TO BIDDERS

### 1. Glossary of Terms

TERM	DEFINITION / MEANING
RFP	Request for Proposal
IC	Industry Canada or the Department of Industry
<b>Mandatory requirements</b>	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
<b>Should</b>	The word “should” means an action that is preferred but not mandatory.
<b>Minister</b>	The Minister of Industry (known as the Minister of Innovation, Science and Economic Development).
<b>Canada</b>	“means Her Majesty the Queen in right of Canada as represented by the Minister of Industry and any other person duly authorized to act on behalf of that Minister”.

### 2. General Conditions

Attachment 1 to part 7, Industry Canada General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract.

### 3. Standard Instructions, Clauses and Conditions

The instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#).

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, except that:

- i. Wherever the terms “Public Works and Government Services Canada” or “PWGSC” are used, substitute with “Canada”;
- ii. Delete section 01;
- iii. Subsection 05 (4) is amended as follows:  
Delete: sixty (60) days  
Insert: one hundred and twenty (120) days;
- iv. Section 11 is amended as follows: insert:
  - h. accept, or waive, a non-material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder’s proposal provided there is no change in the price quoted;
  - i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
  - j. retain all proposals submitted in response to this bid solicitation.

#### **4. Submission of Bids**

- 4.1 Bids must be submitted only to Industry Canada’s Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of IC is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this bid solicitation, bids transmitted by facsimile or electronic mail to Industry Canada will not be accepted.

- 4.2 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.
- 4.3 The Bidder’s signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada’s interest.

#### **5. Notice to bidders**

The following terms and conditions may apply to this solicitation:

- 5.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 5.2 a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable EXCLUDED.
- b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY INDUSTRY CANADA WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.

5.3 The contract term “Employment Equity” and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

## 6. Enquiries - Bid Solicitation Period

6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date, must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may (for that reason alone) result in the bid being declared non-responsive.

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

6.3 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than five (5) working days before the bid closing date. Enquiries received after that time may not be answered.

6.4 To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

6.5 Meetings will not be held with individual bidders prior to the closing date and time of this Request for Proposal (RFP).

6.6 Notwithstanding the Rights of Canada, amendments to the Bidder’s proposal will not be accepted after the RFP closing date and time.

## 7. Applicable Laws

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

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

## 8. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# PART 3 – BID PREPARATION INSTRUCTIONS

## 1. Bid Preparation Instructions

Canada requests that bidders prepare and submit their formal proposal as four (4) separately bound documents as follows:

Section I:	Technical Bid (4 hard copies)
Section II:	Financial Bid (2 hard copies)
Section III:	Certifications (2 hard copies)
Section IV:	Additional Information (2 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Failure to comply will be grounds for disqualification and the proposal may not be evaluated.

Canada requests that bidders use a numbering system that corresponds to the bid solicitation.

To further the policy on Green Procurement, issued in April 2006, Canada is directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in meeting the policy requirements, Canada requests that bidders follow the format instructions described below in preparing their bid:

- a. use 8.5 x 11 inch (216 mm x 279 mm) bond paper;
- b. use a numbering system that corresponds to the bid solicitation;
- c. use paper containing fibre certified as originating from a sustainably-managed forest and containing a minimum of 30% recycled content; and
- d. use an environmentally-preferable format including:
  - i. black and white printing instead of colour printing
  - ii. printing double sided/duplex instead of single sided
  - iii. using staples or clips instead of cerlox, duotangs or binders

All references to descriptive material, technical manuals and brochures must be included in the bid. Reduction in the size of documents will contribute to Canada's sustainable development initiatives and reduce waste.

### **Section I: Technical Bid**

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capacity and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

Bidders are advised that only listing experience without providing any supporting information data such as: curriculum vitae, professional profile, credentials, references and/or reference letters, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment; and where, when and how such experience was obtained will not be considered to be "demonstrated" for the purpose of this evaluation.

**Resumes for proposed resources:** Unless specified otherwise in the RFP, the technical bid must include resumes for each of the consultants identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).

**Education:** Academic Certification (Degree, etc.) must be obtained through a recognized academic institution in the field of expertise.

Part 4 – Evaluation Procedures and Basis of Selection contain additional instructions that bidders must consider when preparing their technical bid.

**Section II: Financial Bid**

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Appendix B – Terms of Payment.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information**

In section IV of their bid, bidders must provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN);
3. their full mailing address;
4. the name of the contact person (including this person’s mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

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

**1. Evaluation Procedures**

- (a) Proposals will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria;
- (b) An evaluation team comprised of representatives of Industry Canada will evaluate the bids.

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement by bid closing.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
<b>MC1</b>	The Bidder must provide a description and timeline of the overall approach and strategy (ies) proposed for this project as described in appendix A – Statement of Work, as well as identify the methodologies and techniques they propose to use to undertake this project.		
<b>MC2</b>	The Bidder must provide a list of stakeholders that are relevant to the project described in Appendix A – Statement of Work and the Bidder’s plan to invite the stakeholders, organize the event and convene the roundtable within their proposed budget.		
<b>MC3</b>	The Bidder must provide its detailed curriculum vitae (c.v.) or organization description. The Bidder must have a minimum of five (5) years of relevant industry analysis experience within the past ten (10) years. The Bidder must also demonstrate it has access to current and relevant industry analyses and data.		



<b>MC4</b>	The Bidder must demonstrate an understanding of the manufacturing, information technology, and the automotive industries. In particular, emerging technological trends driven by consumers, industry, and government by providing two (2) detailed descriptions of relevant projects completed within the last five (5) years.		
<b>MC5</b>	The Bidder must demonstrate experience convening stakeholder engagement with industry, academia, and government, by providing a chronological list of at least two (2) relevant projects, with brief descriptions, that the Bidder has completed in the last five (5) years.		
<b>MC6</b>	The Bidder must demonstrate the sound project and financial management skills to meet the deadlines and requirements of the statement of work attached.		
<b>MC7</b>	The financial proposal must be submitted as a separate document to the technical proposal.  <b>(NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL).</b>		

### 1.1.2 Point Rated Technical Criteria

Proposals having successfully met ALL of the mandatory criteria will be evaluated against each of the following point-rated criteria.

Proposals should identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below.

Proposals should provide supporting information in number of years/months/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information should include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totaled.

Proposals will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighing indicators indicated.

Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#### Summary of Point Rated Criteria

ITEM	TITLE	MAXIMUM POINTS AVAILABLE	MINIMUM POINTS REQUIRED	POINTS ACHIEVED
<b>PR1</b>	Bidder's Established Network and Relationships	30	21	
<b>PR2</b>	Bidder's Experience – Research and Analysis	10	7	
<b>PR3</b>	Bidder's Experience – Illustrate Complex Subjects	10	7	
<b>PR4</b>	Bidder's Experience – Reports to Senior Management	10	7	
	<b>Total</b>	60	42	

Point Rated Requirements	Max Points	Min Points	Cross Reference to Proposal
<b>PR1. Bidder's Established Network and Relationships</b>			
<p>The Bidder has an established network and relationships with automotive or other manufacturing industries, as well as academia, and government.</p> <p>The Bidder should provide a written description, of up to a maximum of 2,000 words, that:</p> <ol style="list-style-type: none"> <li>1) explains the relevance of its networks with industry, academia, and government to this project (10 points);</li> <li>2) demonstrates the depth of interaction and collaboration with relevant industry, academic, and government stakeholders (10 points);</li> <li>3) specifies the duration of established relationships with relevant industry, academic, and government stakeholders (5 points); and</li> <li>4) proves the network and relationship are current with relevant industry, academic, and government stakeholder (5 points).</li> </ol>	<b>30 points</b>	<b>21 points</b>	
<b>PR2. Bidder's Experience - Research and Analysis</b>			
<p>The Bidder should provide at least one (1) example within the last three (3) years that demonstrates the Bidder's experience and ability to conduct high-quality research and analysis and data distillation for senior government and/or private sector officials (10 points).</p>	<b>10 points</b>	<b>7 points</b>	
<b>PR3. Bidder's Experience – Illustrate Complex Subjects</b>			
<p>The Bidder should provide at least one (1) example within the last three (3) years that demonstrates the Bidder's experience and ability to illustrate complex subjects through the use of intuitive graphics and/or infographics for senior government and/or private sector officials (10 points).</p>	<b>10 points</b>	<b>7 points</b>	
<b>PR4. Bidder's Experience – Reports to Senior Management</b>			
<p>The Bidder should provide at least one (1) example within the last three (3) years that demonstrates the Bidder's experience and ability to present reports to senior government and/or private sector officials (10 points).</p>	<b>10 points</b>	<b>7 points</b>	

**2. Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)**

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified for the point rated technical criteria.

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75 % for the technical merit and 25 % for the price.

- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75 %.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 75 = 63.89$	$89/135 \times 75 = 49.44$	$92/135 \times 75 = 51.11$
	<b>Pricing Score</b>	$45/55 \times 25 = 20.45$	$45/50 \times 25 = 22.5$	$45/45 \times 25 = 25.00$
<b>Combined Rating</b>		84.34	71.94	76.11
<b>Overall Rating</b>		1st	3rd	2nd

**PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract. Canada shall declare a proposal non-responsive if the certifications are not submitted or completed as required.

The certifications provided by the Bidder to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare the Contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

**1. Certifications Required with the Bid**

Bidders must submit as part of their bid, the certifications included in Attachment 1 to Part 5, duly completed by bid closing date.

## ATTACHMENT 1 TO PART 5 CERTIFICATIONS REQUIRED WITH THE BID

### 1.0 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

#### Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful Bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 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.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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](#).

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**2.0 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list ([http://publiservice.gc.ca/services/fcp-pcf/index\\_f.htm](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)", list during the period of the Contract.

The Bidder must provide the Contracting Authority with the certification relative to the Federal Contractors Program for employment equity included in Attachment 2 to Part 5, completed in accordance with the instructions provided.

**3.0 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her resumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

**4.0 Education and Experience**

The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual

proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

**5.0 Conflict of Interest**

In order to provide impartial and objective advice to IC and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under a Contract shall not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to IC, or affect or otherwise impair its objectivity in performing the work.

A Contract for services will be on the condition that there are no conflicts of interest for the duration of the project. Therefore, upon receiving a Contract from IC, the Contractor shall not perform any services for any entity other than IC in relation to the 600 MHz auction, notably for a potential auction bidder in the related auction. The Contractor must certify that there is no actual conflict of interest or an appearance of a conflict of interest in relation to the project by submitting a signed declaration to the Project Authority prior to awarding the Contract. The Contractor shall at all times keep IC updated on potential conflicts of interest related to the auction and the Contractors' other clients.

Should a Contractor subsequently become aware of such a potential conflict, it will notify the Project Authority immediately.

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that IC reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which IC deems appropriate.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Name of Business: \_\_\_\_\_

## ATTACHMENT 2 TO PART 5 Federal Contractor's Program for Employment Equity – Bid Certification

### 1. Federal Contractors Program for Employment Equity - Certification

Insert the date: Date: \_\_\_\_\_ (YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

*The Bidder must complete A and B.*

A. The Bidder must include in the certification one of the following statements:

A1. The Bidder is not a Joint Venture.

Or

A2. The Bidder is a Joint venture.

B. The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the Employment Equity Act.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1 certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.



## PART 6 – RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

Attachment 1 of Part 7, Industry Canada General Conditions of a Service Contract, apply to and form part of the contract.

### 3. Security Requirements

There is no security requirement associated with this requirement.

### 4. Term of the Contract - Period of Work

The Contractor shall, between the \_\_\_\_ day of \_\_\_\_\_, 2016 and the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work. *(To be entered at contract award)*

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chantal Lafleur  
Title: Senior Contracts and Procurement Advisor  
Corporate Finance Systems and Procurement Branch  
Telephone: 343-291-1453  
Email: Chantal.lafleur2@canada.ca

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

#### 5.2 Project Authority

*(To be entered at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### 5.3 Contractor's Representative

*(To be entered at contract award)*

Name:  
Title:  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address:

### 6. Proactive Disclosure of Contracts with Former Public Servants



By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

The Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Terms of Payment in Appendix B.

### 7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ [To be entered at contract award]. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

## 9. Certifications - Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 2003 (2016-04-04), Standard Instructions – Goods or Services – Competitive Requirements;
- (c) Attachment 1 to Part 7, Industry Canada General Conditions of a Service Contract;
- (d) Appendix A, Statement of Work;
- (e) Appendix B, Terms of Payment;
- (f) the Contractor's proposal dated \_\_\_\_\_ *(To be entered at contract award)*

**12. Foreign Nationals (Foreign Contractor) (SACC Manual Clause A2001C – 2006-06-16)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**ATTACHMENT 1 TO PART 7  
INDUSTRY CANADA GENERAL CONDITIONS  
OF A SERVICE CONTRACT**

Industry Canada's General Conditions of a Service Contract, as set out in Attachment 1 to Part 7, forms part of and is incorporated in the Contract.

For the purposes of any confidentiality agreement and Sections GC01, GC18 and GC20, all information provided or supplied to the Contractor by or on behalf of Canada includes all information or data provided or supplied by auction participants, including qualified bidders or potential bidders in the 600 MHz spectrum auction, participants in related mock auctions, and users of the deliverables in connection with the Work, and any information or data generated by their participation or use.

- CG01 Interpretation
  - CG02 Standard Clauses and Conditions
  - CG03 Powers of Canada
  - CG04 Status of the Contractor
  - CG05 Conduct of the Work
  - CG06 Subcontracts
  - CG07 Specifications
  - CG08 Replacement of Specific Individuals
  - CG09 Time of Essence
  - CG10 Excusable Delay
  - CG11 Inspection and Acceptance of the Work
  - CG12 Invoice Submission
  - CG13 Taxes
  - CG14 Payment Period
  - CG15 Interest on Overdue Accounts
  - CG16 Compliance with Applicable Laws
  - CG17 Ownership
  - CG18 Confidentiality
  - CG19 Liability
  - CG20 Contractor to Own Intellectual Property Rights in the Foreground Information
- 
- 20.1 Interpretation
  - 20.2 Records and disclosure of Foreground Information
  - 20.3 Ownership of Intellectual Property Rights in Foreground Information
  - 20.4 Licences to Intellectual Property Rights in Foreground and Background Information
  - 20.5 Contractor's Right to Grant Licences
  - 20.6 Waiver of Moral Rights
  - 20.7 Licence to Intellectual Property Rights to Canada's Information
  - 20.8 Transfer or Licence of Contractor's Rights
  - 20.9 Transfer of Intellectual Property Rights upon Termination of the Contract for Default
  - 20.10 Products created using the Foreground Information
- 
- CG21 Intellectual Property Infringement and Royalties
  - CG22 Amendment and Waivers
  - CG23 Assignment
  - CG24 Suspension of the Work
  - CG25 Default by the Contractor
  - CG26 Termination for Convenience
  - CG27 Accounts and Audit
  - CG28 Right of Set-off
  - CG29 Notice
  - CG30 Conflict of Interest and Values and Ethics Codes for the Public Service
  - CG31 No Bribe or Conflict
  - CG32 Survival

CG33 Severability  
CG34 Successors and Assigns  
CG35 Contingency Fees  
CG36 International Sanctions  
CG37 Code of Conduct for Procurement  
CG38 Harassment in the Workplace  
CG39 Entire Agreement

### **GC01 Interpretation**

1.1 In the present Contract, unless the context otherwise requires:

1.1.1 "Articles of Agreement" means the clauses and conditions forming part of the body of the Contract not including these general conditions, any supplemental general conditions, schedules, appendices and annexes, the Contractor's bid or any other document;

1.1.2 "Terms of Payment" defines the amounts that the Contractor will be paid for the services or goods acquired, for the duration of the Contract. It must also include other related costs, such as travel and administrative expenses. (as set out in Appendix B of the Contract)

1.1.3 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Industry and any other person duly authorized to act on behalf of that minister;

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

1.1.5 "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;

1.1.6 "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;

1.1.7 "Contractor" means the person, entity or entities identified in the Articles of Agreement to supply goods, services or both to Canada;

1.1.8 "Government Property" means anything supplied to the Contractor by or on behalf of Canada, including information, assets and rights in Intellectual Property, 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;

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

1.1.10 "Project Authority" means the individual designated in the Contract and delegated by the Contracting Authority to act as administrative liaison between the Contractor and the Contracting Authority;

1.1.11 "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;

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

### **GC02 Standard Clauses and Conditions**

In the event that clauses and conditions identified by number, date and title in the Contract are incorporated by reference, then such clauses and conditions form part of the Contract as though expressly set out in the Contract.

**GC03 Powers of Canada**

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

**GC04 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.

**GC05 Conduct of the Work**

5.1 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 human 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.

5.2 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for Government Property, supply everything necessary to perform the Work;
- (c) select and employ a sufficient number of qualified people;
- (d) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and any requirements established under the Contract;
- (e) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements established under the Contract.

5.3 The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

5.4 All services rendered under the Contract must 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.

5.5 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.

5.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 24, 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.

5.7 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.

5.8 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.

**GC06 Subcontracts**

6.1 Except as provided in subsection 6.2 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.

6.2 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) permit its subcontractors at any tier to make purchases as permitted in paragraph (a).

6.3 In any subcontract other than a purchase referred to in paragraph 6.2 (a) or (b), 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.

6.4 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.

**GC07 Specifications**

7.1 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.

7.2 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.

**GC08 Replacement of Specific Individuals**

8.1 If specific individuals are identified in the bid or otherwise 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.

8.2 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.

8.3 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.

8.4 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.

**GC09 Time of the Essence**

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

**GC10 Excusable Delay**

10.1 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 Project 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 Project Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Project Authority for approval a plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

10.2 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.

10.3 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 unearned at the date of the termination.

10.4 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.

10.5 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, plus applicable taxes; and
- (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

10.6 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this Section must not exceed the Terms of Payment.

### **GC11 Inspection and Acceptance of the Work**

11.1 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.

11.2 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 (including software) and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward or otherwise provide access to, such test pieces and samples (including software) to such person or location as Canada specifies.

11.3 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.

**GC12 Invoice Submission**

12.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery, shipment, or otherwise as set out in the Terms of Payment. Invoices must only apply to the Contract.

12.2 Invoices must show:

- (a) the date, the name and address of the Project Authority, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures in accordance with the Terms of Payment, exclusive of applicable taxes (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.

12.3 If applicable, the applicable taxes must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the taxes does not apply, must be identified as such on all invoices.

12.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work performed and is in accordance with the Contract.

**GC13 Taxes****13.1 Applicable Taxes**

Federal government departments and agencies are required to pay applicable taxes.

**13.1.1 Responsibility of Canada and of the Contractor**

- (a) 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;
- (b) 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.

**13.1.2 Changes to Taxes and Duties**

In those cases where applicable taxes, customs duties, and excise taxes are included in the Terms of Payment, the Terms of Payment will be adjusted to reflect any increase, or decrease, of such taxes and duties that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Terms of Payment 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.

**13.1.3 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 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.

**GC14 Payment Period**

14.1 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 section 15.

14.2 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.

#### **GC15 Interest on Overdue Accounts**

15.1 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.

15.2 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.

15.3 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.

#### **GC16 Compliance with Applicable Laws**

16.1 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.

16.2 The Contractor must obtain and maintain at its own cost all permits, licences, regulatory approvals and certificates required to perform the Work. If requested by the Project Authority, the Contractor must provide a copy of any required permit, licence, regulatory approvals or certificate to Canada.

#### **GC17 Ownership**

17.1 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.

17.2 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.

17.3 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.

17.4 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.

### **GC18 Confidentiality**

18.1 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.

18.2 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.

18.3 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 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.

18.4 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 that provides the information on behalf of the other Party; or
- (c) is developed by a Party without use of the information provided by or on behalf of the other Party.

18.5 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 Department of Industry (Industry Canada (IC)) 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.

18.6 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.

18.7 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.

### **GC19 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.

## **GC20 Contractor to Own Intellectual Property Rights in the Foreground Information**

### **20.1 Interpretation**

20.1.1 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party (other than auction participants, including qualified bidders or potential bidders in the 600 MHz spectrum auction, participants in mock auctions, and users of deliverables in connection with the Work);

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

20.1.2 Canada's primary objective in entering into the Contract is performance of the Work, including receipt of the deliverables contracted for, to be able to use those deliverables, and any Intellectual Property arising by virtue of the Contract for Canada's activities, including future contracts, procurements and to protect or advance the broader public interest. GC20 does not affect ownership of any existing Intellectual Property Rights belonging to Canada, the Contractor or a third party.

20.1.3 References in these conditions to the Contractor owning rights in the Foreground Information refer to the Contractor, its subcontractors, its suppliers, its agents, its representatives or any of their employees owning such information or rights, as applicable.

### **20.2 Records and disclosure of Foreground Information**

20.2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the department or agency for which the Contract is performed, whether before or after the completion of the Contract.

20.2.2 Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.

20.2.3 For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

### **20.3 Ownership of Intellectual Property Rights in Foreground Information**

20.3.1 All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.

20.3.2 Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.

20.3.3 Any personal information, as defined in the *Privacy Act*, R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.

20.3.4 If the Work involves the preparation of a database or other compilation using information or data supplied by or on behalf of Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by or on behalf of Canada and the personal information.

20.3.5 The Contractor must maintain the confidentiality of the information or data supplied by or on behalf of Canada and the personal information as required in the Contract. The Contractor must return all the information provided by or on behalf of Canada to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

### **20.4 Licences to Intellectual Property Rights in Foreground and Background Information**

20.4.1 As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a licence to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this licence allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit the Intellectual Property Rights commercially and transfer or assign ownership of them. The Contractor also grants to Canada a licence to use the Background Information to the extent that it is reasonably necessary for Canada to achieve its objectives in entering into the Contract and to exercise fully all its rights in the deliverables and in the Foreground Information.

20.4.2 These licences are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither licence can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap licence or any other kind of packaging, attached to any deliverable.

20.4.3 For greater certainty, Canada's licences include, but are not limited to:

- (a) the right to disclose the Foreground and Background Information to auction participants, including qualified bidders or potential bidders in the 600 MHz spectrum auction, participants in mock auctions, and users of deliverables in connection with the Work, to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;

- (b) the right to disclose the Foreground and Background Information to other governments for information purposes;
- (c) the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
- (d) without restricting the scope of any licence or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
  - (i) for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
  - (ii) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
- (d) for Software that is custom designed or adapted for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.

20.4.4 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. This does not apply to any Software that is subject to detailed licence conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

### **20.5 Contractor's Right to Grant Licences**

The Contractor represents and warrants that it has the right to grant to Canada the licences and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a licence from that subcontractor or third party that permits compliance with subsection 20.4 or arrange, without delay, for the subcontractor or third party to grant promptly any required licence directly to Canada.

### **20.6 Waiver of Moral Rights**

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author or performer that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author or performer of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

### **20.7 Licence to Intellectual Property Rights to Canada's Information**

20.7.1 Any information supplied by or on behalf of Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use this information only to perform the Contract.

20.7.2 If the Contractor wants to use any information supplied by or on behalf of Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a licence from Canada.

### **20.8 Transfer or Licence of Contractor's Rights**

20.8.1 During the Contract, the Contractor must not sell, transfer, assign or exclusively licence Intellectual Property Rights in Foreground Information without first obtaining the Contracting Authority's written permission.

20.8.2 After the Contract, if the Contractor transfers ownership of Intellectual Property Rights in the Foreground Information, the Contractor is not required to obtain Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of



the transfer. The Contractor must ensure that the transfer requires the transferee to notify Canada of any future transfer. Any transfer must be subject to all Canada's rights to use the Foreground Information and Canada's licence to exercise all Intellectual Property Rights in the Foreground Information.

20.8.3 After the Contract, if the Contractor grants a licence or any other right (other than a transfer of ownership) to a third party to use Intellectual Property Rights in the Foreground Information, the Contractor is not required to notify Canada, but the licence or right granted must not affect Canada's rights in any way.

20.8.4 If the Contractor at any time transfers or grants rights in its Intellectual Property Rights in the Foreground Information that interferes in any way with Canada's rights to use the Foreground Information or Canada's licence to exercise all Intellectual Property Rights in the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.

### **20.9 Transfer of Intellectual Property Rights upon Termination of the Contract for Default**

20.9.1 If Canada terminates the Contract in whole or in part for default, Canada may, by giving notice to the Contractor, require the Contractor to transfer to Canada all the Intellectual Property Rights in the Foreground Information, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.

20.9.2 In the event of the issuance of a notice under subsection 20.9.1, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as Canada may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

### **20.10 Products created using the Foreground Information**

If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

### **GC21 Intellectual Property Infringement and Royalties**

21.1 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.

21.2 If anyone makes a claim against Canada or the Contractor concerning Intellectual property rights 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 Canada's *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.

21.3 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 named herein] 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 named herein] 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.

21.4 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 rights 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 plus applicable taxes 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.

### **GC22 Amendment and Waivers**

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

22.2 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 22.1.

22.3 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.

22.4 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 that term or condition in the case of a subsequent breach.

### **GC23 Assignment**

23.1 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.

23.2 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### **GC24 Suspension of the Work**

24.1 The Project 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 seven hundred and thirty (730) 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 Project Authority. Within these seven hundred and thirty (730) days, the Contracting Authority may either cancel the order or terminate the Contract, in whole or in part, under section 24 or section 25.

24.2 When an order is made under subsection 24.1, 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.

24.3 When an order made under subsection 24.1 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 Project 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.

### **GC25 Default by the Contractor**

25.1 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.

25.2 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.

25.3 If Canada gives notice under subsection 25.1 or 25.2, 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 unearned at the date of the termination.

25.4 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 plus applicable taxes, including the proportionate part of the Contractor's profit or fee included in the Contract Price plus applicable taxes; 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 Terms of Payment.

25.5 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.



25.6 If the Contract is terminated for default under subsection 25.1, 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 26.1.

#### **GC26 Termination for Convenience**

26.1 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.

26.2 If a termination notice is given pursuant to subsection 26.1, 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.

26.3 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.

26.4 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 Terms of Payment. 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 unearned at the date of the termination.

#### **GC27 Accounts and Audit**

27.1 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.

27.2 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.

27.3 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.

27.4 The amount claimed under the contract, calculated in accordance with the Terms of Payment, 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.

**GC28 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.

**GC29 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.

**GC30 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.

**GC31 No Bribe or Conflict**

31.1 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.

31.2 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.

31.3 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.

31.4 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.

**GC32 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.

**GC33 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.

**GC34 Successors and Assigns**

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

### **GC35 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).

### **GC36 International Sanctions**

36.1 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.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

36.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

36.3 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 26.

### **GC37 Code of Conduct for Procurement**

The Contractor certifies that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

### **GC38 Harassment in the Workplace**

38.1 The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, 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. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26041>

38.2 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.

### **GC39 Entire Agreement**

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

## APPENDIX A - STATEMENT OF WORK

### **1.0 PURPOSE**

Innovation, Science and Economic Development Canada (ISED) requires the services of an external expert or industry group to identify and evaluate the emerging technological trends for the automotive sector and to validate these with relevant industry stakeholders.

### **2.0 TITLE OF PROJECT**

Technology Roadmap of the Automotive Sector

### **3.0 BACKGROUND**

The automotive industry is entering into a period of immense change. Innovations in the industry have brought major technological advances to both product offerings and manufacturing processes. To meet fuel efficiency, emission and safety standards, as well as growing customer demands for connectivity and infotainment, automotive original equipment manufacturers (OEMs) and their suppliers must increasingly anticipate opportunities to supply high-quality products that are innovative, more environmentally friendly, and less costly. This includes anticipating the speed to which fully driver-less vehicles will enter the market and how disruptive new business models such as shared driving will affect global automakers and suppliers. Transformations in the automotive industry are seemingly due to disruptive technologies and new business models stemming from those technological advancements and the opportunities they present.

In light of these changes, ISED seeks to identify and understand the scope and nature of technologies that could potentially shape the industry, realizing the challenges of predicting disruptive technologies. ISED also seeks industry views on how the automotive industry will be transformed as a result of these technologies in order to identify the gaps that will need to be addressed in order to keep up with the change. Such information would assist in future projects that may be conducted to ascertain Canada's strengths and capabilities in meeting these new technology demands. It could also be used to guide any future policy measures or government actions in support of the industry and to encourage innovations in Canada.

### **4.0 PROJECT REQUIREMENTS/OBJECTIVES**

The exact tasks are to:

- 1) Develop a roadmap of current and emerging trends and technologies that could potentially shape the future of the automotive industry and the use of automobiles by building on existing work conducted by other industry experts globally or commissioned by other governments.
- 2) Engage key technology, automotive stakeholders and industry analysts for their perspective on the technology roadmap and convene stakeholders to a roundtable, with the objective of validating the roadmap and obtaining a common view of future trends affecting the industry.

### **5.0 SCOPE OF WORK**

1.0 The Contractor will develop an automotive technology roadmap based on existing works available publicly (e.g. the automotive technology roadmap developed in the United Kingdom, reports by major consulting companies such as KPMG, McKinsey and others, etc.) and any specific documents provided by ISED. The Contractor will work closely with ISED, major OEMs, and parts suppliers to amend and update the roadmap.

- 1.1 Scanning and research – the Contractor will review the research materials provided by ISED. In particular, the contractor will review the [automotive technology roadmap](#) developed by the United Kingdom's New Automotive Innovation and Growth Team (NAIGT). The roadmap from NAIGT serves as an important guide for the Contractor in understanding key technological trends and drivers that could result from GHG emission reduction regulations.

However, the research should extend beyond the materials provided by ISED to include recent and relevant publications from trusted sources on technology developments in emerging areas, such as: connected vehicles, autonomous vehicles, shared vehicle systems, multi-modal transportation, and advanced manufacturing processes. The Contractor may need to engage with industries as well in advance of the roundtable. The Contractor will be

expected to provide evidence, where possible, to support the anticipated trends in technology.

- 1.2 Identify, update and develop – the Contractor will develop an automotive technology roadmap based on its scanning and research as well as description of a possible future outlook for the automotive industry based on existing transformations seen through key industry events (e.g., the Consumer Electronics Show or the North American International Auto Show). The Contractor will consider any major technologies that are still accurate and relevant from the NAIGT roadmap and add current and emerging technologies not captured in the NAIGT roadmap (e.g., connected vehicles, autonomous vehicles, shared vehicle systems, and multi-modal transportation). The project should also consider advanced manufacturing processes. It will also need to account for key drivers influencing changes in technology (e.g., societal and environmental forces) and innovations from other industries that could have some influence on the automotive industry (e.g., aerospace innovations).
  - 1.3 Collaborate – the Contractor will work with ISEDC (and potentially other relevant stakeholders) to take stock of varying technologies and group them into relevant themes/categories.
- 2.0 The Contractor will consult with key industry stakeholders on the proposed automotive roadmap and update the roadmap to reflect industry inputs.
  - 2.1 Facilitated discussion – the Contractor, in conjunction with ISEDC (when possible), will engage a number of experts, businesses and industry groups to gather insights and perspectives on the emerging trends and drivers in the automotive industry, and their plausible future implications. Based on the facilitated discussion, the Contractor will update the roadmap to reflect industry insights from stakeholders.
  - 2.2 Validating the roadmap – the Contractor will convene a roundtable of key stakeholders and present the automotive technology roadmap for their input on the roadmap.
  - 2.3 Reporting – the Contractor will capture the results of the above tasks in a report that will be delivered to ISEDC. The Contractor will also need to prepare the roadmap in a format that best depicts the information and that can be shared with stakeholders for their input.

## **6.0 PROJECT DETAILS**

*Dates to be finalized in the resulting contract*

Deliverables to ISEDC include the following:

- i. Initial meeting with ISEDC to outline the scope and expectations for each task;
- ii. Second meeting with ISEDC to confirm areas of focus for technology roadmap and industry validation;
- iii. Regular project progress updates – outlining the progress to date, planned next steps, and issues to be addressed. These briefings will be provided at mutually agreed upon times, which will be determined during the initial scoping meeting;
- iv. Submission of a draft roadmap and PowerPoint presentation for ISEDC review and comment;
- v. Submission of a second revised draft roadmap and PowerPoint presentation for ISEDC approval;
- vi. List of potential stakeholders for ISEDC review and, upon ISEDC approval of participants and timing, undertake preparations for the roundtable;
- vii. Facilitate industry roundtable and present to stakeholder roundtable;
- viii. Report on summary of discussions with industry and during the stakeholder roundtable;
- ix. Interim report - revised roadmap based on roundtable discussions;
- x. Final report with an executive summary and PowerPoint presentation to ISEDC, to include final roadmap, a summary of the project undertaken, key takeaways from engagement with stakeholders and from the industry roundtable, as well as any evidence to support anticipated trends in technology.

It is estimated that the project will be completed by November 30, 2016. Timelines for each deliverable will be identified in collaboration with the selected contractor. Throughout the project, the contractor will engage and communicate with ISEDC as required.

**7.0 MANAGEMENT OF THE PROJECT**

Automotive and Transportation Industries Branch

**8.0 SECURITY**

Security clearance is not required.



## APPENDIX B - TERMS OF PAYMENT

1.1 The Offeror must complete this pricing schedule and include it in its financial proposal. **Pricing must only be contained in the financial proposal.** A price breakdown must be provided for the firm all-inclusive rates.

1.2 Offerors shall quote in Canadian dollar (CAD), firm prices/rates as indicated in the table below that include all costs necessary to perform the work. Any applicable taxes must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.3 The prices given below for the services will remain in force for the entire duration of the contract.

### 2. TERMS OF PAYMENT

The Contractor's financial proposal must include a firm or fixed price for this project, applicable taxes extra.

#### **CONTRACT PERIOD: From date of contract award to November 30, 2016**

During the period of the initial Contract, for Work performed in accordance with the Contract, the Offeror will be paid as specified below.

PRICING SCHEDULE – INITIAL CONTRACT PERIOD		
	Category	Firm or Fixed All-Inclusive Rate
1	Technology Roadmap of the Automotive Sector – as described in Appendix A – Statement of Work	CAD _____

### 3. MAXIMUM BUDGET

**The total cost of the project must not exceed \$80,000.00 (excluding applicable taxes), including travel and all other expenses. Proposals costing more will be rejected, and will not be evaluated.**

### 4. TRAVEL AND LIVING EXPENSES

There is no travel and/or living expenses required for this contract.

### 5. METHOD OF PAYMENT - PROGRESS PAYMENTS

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to the percentage of the amount claimed:

- a) 25% of payment when ISEDC receives the second revised roadmap and PowerPoint presentation;
- b) 25% of payment when ISEDC receives the revised roadmap with inputs from the roundtable;
- c) 50% of payment when ISEDC receives the final report with an executive summary and PowerPoint presentation.

and approved by Canada if:

- a. ISEDC is satisfied with the deliverables;
- b. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the terms of payment;
- c. the total amount for all progress payments paid by Canada does not exceed the amounts detailed above.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.