



**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE PERMANENTE**

**RETURN BIDS TO:
RETOURNER LES
SOUMISSIONS A:**

National Research Council Canada (NRC)
Finance and Procurement Services Branch
1200 Montreal Road, Building M-58
Ottawa, Ontario
K1A 0R6

Conseil national de recherches Canada
Direction des services financiers et
d'approvisionnement
1200, chemin de Montréal, Édifice M-58
Ottawa (Ontario)
K1A 0R6

Title/Sujet Printing and Binder Services For Canadian National Model Construction Codes	
Solicitation No./N. de l'invitation 21-58033	Date July 26, 2021
Solicitation Closes/L'invitation prend fin at/à 2 :00 PM on/le August 27, 2021	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Jenna Hart – jenna.hart@nrc-cnrc.gc.ca	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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 therefor.

Proposition aux:

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



Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No./N. de telephone Facsimile No./N. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit one (1) electronic copy of a Technical Proposal and one (1) electronic copy of a Financial Proposal in two (2) separate email attachments to fulfil the following requirement forming part of this Request for Proposals. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals must include the front page of this RFP duly completed.**
- 1.2 You are also invited to submit one (1) a hard copy (binder) sample using the PDF file provided in Appendix "G". Bids will be deemed non-compliant if said sample is not received by August 27, 2021 at 2:00pm EDT. The sample must be mailed and received NRC, 1200 Montreal Road, Building M-58 Ottawa, ON K1A 0R6 .as indicated in the Statement of Work document under SAMPLE.
- 1.3 **The purpose of the Request for Standing Offer (RFSO) is to retain a minimum of one (1) vendor on an "as required basis" to conduct printing and binder services for the Canadian National Model Construction Codes. Once the vendor(s) have been evaluated and awarded standing offer(s) as a result of this RFSO, NRC intends to choose, at its sole discretion, the primary vendor that will undertake the printing and binder services.**

2.0 SCOPE OF WORK

- 2.1 This is a Request for a Standing Offer to procure services of a binder manufacturer for the Canadian National Model Construction Codes, to print using a 4 colour process right onto vinyl. The supplier must offer a printed product (printed 4 colours right onto vinyl) of superior quality in accordance with the detailed Statement of Work attached as **Appendix "A"**.
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
 - a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
 - b) a Standing Offer does not oblige the Designated User to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
 - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of goods/services "Called-Up" within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".
- 2.4 It is expected that a minimum of one (1) Standing Offer Agreements will be established as a result of this Request for Standing Offers. The potential value of the scope of services is expected to range from \$50,000 to \$100,000 on an annual basis. The annual expenditures are an estimate only and can be more or less and should not invalidate the financial proposals submitted as part of this process.
- 2.5 **If any of the offerors retained as part of this RFSO is unable to meet the requirements of the requested print and binder services, NRC reserves the right to go outside of this Standing Offer to fulfil its need.**

- 2.6 NRC reserves the right to accelerate or slow down the work schedule based on the availability of financial resources to complete the work.
- 2.7 NRC reserves the right to waive minor non-compliances at its sole discretion.
- 2.8 NRC reserves the right to extend the services of the successful standing offer holder(s) beyond the scope of this request for standing offer, at its sole discretion.

3.0 PERIOD OF STANDING OFFER

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request For Standing Offer shall be one (1) year following the award date. There is an option to renew at NRC's sole discretion for five (5) subsequent one-year periods, subject to satisfactory performance, funding and agreement upon a satisfactory fee structure for that period(s). NRC is not bound to request all or any other work listed in the Statement of Work attached as Appendix "A". The work plan may change at the discretion of NRC.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFSO, address all queries to the Contracting Authority, identified below, at least seven (7) working days before the closing date. All queries must be in writing by e-mail and queries received less than seven (7) working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Jenna Hart
Contracting Authority, NRC Procurement Services
Email: Jenna.Hart@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFSO during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFSO.

5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS

- 5.1 **A.)** Proposals must be **received electronically** no later than 2:00pm EDT (according to NRC's Server Time), Friday, August 27, 2021 to the following **Contracting Authority**:

Jenna Hart: jenna.hart@nrc-cnrc.gc.ca

****The maximum file size that NRC can receive in a single email is 10MB****

****Bidders are urged to send their proposals well before the bid closing time****

Proposals must not be sent directly to the Project Authority

B.) Also at bid closing time, the bidder must supply a hard copy (binder) sample using the PDF file provided in Appendix "G". Bids will be deemed non-compliant if said sample is not received by August 27, 2021 at 2:00pm EDT. The sample must be mailed and received as indicated in the Statement of Work document under SAMPLE.

- 5.2 Proposals must be delivered electronically and the Bidder's name and the RFSO No.21-58033 should be clearly indicated on the email and attachments. It is the vendor's responsibility to obtain date and time stamped receipt signed by the Contracting Authority as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "D"**.
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by diskette.
- 5.6 Proposals and samples received after the closing date will not be considered and will be rejected. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals and samples become the property of NRC and will not be returned to the originator.
- 5.8 For bids transmitted by electronic mail, the NRC will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.
- 5.9 For samples sent by mail and/or courier, the NRC will not be responsible for late samples received at destination after the closing date and time, even if it was submitted before. Samples received after the indicated closing time based on NRC time stamp/received time at NRC 1200 Montreal Road, M-58, Ottawa, ON K1A 0R6 will be irrevocably rejected. Bidders are urged to send their samples in sufficient time, well in advance of the closing time to reduce any issues with delays. The National Research Council will not be held responsible for samples sent before closing time but received by the NRC after the closing time.

6.0 TECHNICAL REQUIREMENTS

Proposals will be assessed using the following Evaluation Criteria and Basis of Selection with the attached Mandatory and Technical Rated Requirements – Appendix "B". Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

A proposal will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required. Bidders must meet all RFSO mandatory requirements indicated by imperative words such as, but not limited to, "must", "shall", "will" and "essential" including compliance with the mandatory terms and conditions of the RFSO. Furthermore, it is essential that the

elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFSO. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

7.0 COST PROPOSAL

- 7.1 The cost proposal must be as per Appendix “C” Financial Proposal and Basis of Payment, excluding GST/HST. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.
- 7.2 Travel costs for the Standing Offers will not be accepted. Proposals must include all costs as part of the rates provided. However, local travel costs by automobile will be reimbursed at NRC’s sole discretion according to Government rates, if only submitted in advance and pre-approved by the Project Authority.
- 7.3 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFSO and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or Standing Offer period.

8.0 CONDITIONS OF SUBMISSION

- 8.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 8.2 The number of firms that will be selected for standing offers will be at the sole discretion of the NRC as a result of this RFSO. Selection of the successful bidder(s) will be on the basis of technical merit and best overall value. The compliant bidders with the highest combined technical scores may be considered as valid offerors that may be subject to award.

NRC reserves the right to enter into negotiations with the successful bidder(s) prior to contract award on any and all aspects of its offer. Refer to Appendix “B” – Evaluation Criteria.
- 8.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFSO.
- 8.4 Your proposal must contain the following statement:

"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 8.5 Any Standing Offer resulting from this invitation will be subject to the General Conditions 2035 – Services attached as Appendix "E" and any other special conditions that may apply.

9.0 CONFIDENTIALITY

- 9.1 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

10.0 CRIMINAL CODE OF CANADA

- 10.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

ADDITIONAL CONTRACT CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.

11.0 T4-A SUPPLEMENTARY SLIPS

- 11.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

12.0 GOVERNMENT SMOKING POLICY

- 12.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

13.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

- 13.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 13.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

14.0 GENERAL CONDITIONS

- 14.1 The General Conditions 2035 entitled "General Conditions – Services" and attached as **Appendix "E"** form part of this Contract.

15.0 PROGRESS REPORT

- 15.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the

work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor, if applicable.

16.0 INTERNATIONAL SANCTIONS

- 16.1 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.dfait-maeci.gc.ca/trade/sanctions-e.asp>
- 16.2 It is a condition of this Standing Offer that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 16.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

17.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

- 17.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Standing Offer, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to

Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

- 18.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Standing Offer. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 TAX WITHHOLDING OF 15 PERCENT

- 19.1 When a "non-resident" Contractor physically performs in Canada, the Parties hereto recognize that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in the said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

20.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

- 20.1 It is a term of the Standing Offer that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a Standing Offer fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

21.0 WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS

21.1 Work under the Standing Offer Agreement will be authorized as follows:

- (a) prior to services being performed under this Standing Offer, the Project Manager named herein will define and confirm with the Contractor the scope of work and objectives of each project. The mutual understanding and agreement between the two parties will be reflected in the Contractor's proposal that will refer to the objectives, scope, resource level, fees etc.
- (b) the work plan, schedule and estimated level of effort can be negotiated between the Contractor and the Project Manager.
- (c) the Contractor will be authorized by the NRC to proceed with the work by issuance of a call-up against a Standing Offer NRC Form 769.

22.0 EMPLOYMENT EQUITY

22.1 The Federal Contractors Program for Employment Equity requires that certain organizations competing for Federal Government Contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their proposal. The Program applies to Canadian-based organizations only.

22.2 Information about the Federal Contractors Program for Employment Equity is available on the PWGSC – Buy and Sell Government Electronic Tendering Services and <https://buyandsell.gc.ca/>.

Certificate numbers may be obtained from the following office:
Federal Contractors Program
Place du Portage Phase II
9th Floor
165 Hotel de Ville, Hull
Quebec K1A 0J2

23.0 METHOD OF PAYMENT

23.1 Payment by NRC for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Standing Offer and all other Work required to be

performed by the Contractor under the terms of the Standing Offer has been completed; or

- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever is later.

23.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

24.0 ADDITIONAL WORK

24.1 The successful bidder(s) can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the fixed rates quoted in the Contractor's proposal.

25.0 DEBRIEFINGS

25.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing or by telephone.

26.0 FORMER PUBLIC SERVANT

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

26.2 Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the FPS. It does not include pensions

payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

26.3 Former Public Servant in Receipt of a Pension

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

If so, the Offerors 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.

26.4 By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

26.5 Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

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

27.0 Office of the Procurement Ombudsman (OPO)

27.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

28.0 Integrity Provisions

28.1 By responding to this RFP, the Proponent is subject to the integrity provisions contained in the following documents:

The Government of Canada's *Integrity Provision*

- *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued
- *all related Directives related to the above policy in effect on that date*

28.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

28.3 An Integrity Declaration Form, attached as **Appendix “F”**, must be submitted only when:

1. the supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the “Policy”); and/or
2. the supplier is unable to provide any of the certifications required by the Integrity uses.

29.0 ETHICAL STANDARDS

- 29.1 The Proponent or winning Bidder must observe the highest ethical, social and legal standards during the performance of its obligations under the resulting Contract including complying with local laws and international standards on labour and human rights. These right include freedom from child labour, forced labour, discrimination and abuse, and access to fair wages and safe working conditions.
- 29.2 NRC reserves the right to conduct periodic site visits to the production plants. Dates and times agreed upon by NRC and the winning Bidder. NRC will be responsible for travel expenses related to site visits.

30.0 ATTACHMENTS

- Appendix "A" - Detailed Statement of Work
- Appendix “B” - Evaluation Criteria and Basis of Selection
- Appendix "C" - Financial Proposal and Basis of Payment
- Appendix "D" - 2007-06-01 Standard Instructions and Conditions (Applicable to Bid Solicitation)
- Appendix “E” - General Conditions 2035 – Services
- Appendix “F” - Integrity Declaration Form
- Appendix “G” - File for Binder Sample (Physical Hard Copy)

RFP# 21-58033 - APPENDIX "A"

PRINTING AND BINDER SERVICES FOR CANADIAN NATIONAL MODEL CONSTRUCTION CODES

DATE: May 19, 2021

OBJECTIVE:

To procure the services of a binder manufacturer for the Canadian National Model Construction Codes, to print using a 4 colour process right onto vinyl. This supplier must offer a printed product (printed 4 colours right onto vinyl) of superior quality.

BACKGROUND:

The Canadian Commission on Building and Fire Codes is responsible for the development of the National Model Construction Codes. NRC publishes and distributes the Codes as well as some provincial codes. The National Model Construction Codes are available in printed and electronic format. The printed format is available in binder format and a supplier is required to provide the service of printing the various cover designs onto binders that it supplies. These binders will be required to withstand rigorous in-field usage.

A new edition of the following Canadian Codes is published, in both French and English, approximately every five years (the following list is subject to change over the years):

- National Building Code (NBC)
- National Plumbing Code (NPC)
- National Fire Code (NFC)
- National Energy Code for Buildings (NECB)
- Quebec Construction Code
- Quebec Plumbing Code
- Quebec Safety Code
- Quebec Energy Code
- Additional blank binders (not printed) will be required on demand for purchase with front, back and spine pockets (to be inserted by NRC). These binders will require the same components and sizes as the printed version.

SCOPE OF WORK:

To provide NRC with high-quality binders that meet the following specifications:

- Printed 4 colours right onto vinyl. Art work to be supplied by NRC. Note: each publication listed above has unique art and each publication has a separate French and English cover requirement.
- Letter format
- Inside paper board 120 pts
- Rivets 6/16 nickel, nickel plated finish



- Vinyl interior/exterior: white color, 13 gr.
- Exterior pocket: front, spine and back; vinyl, transparent, 7.5 gr “trap sheet”
- Opening device at each end of the rings
- Sheet lifter
- Must provide location of plant where the work is being done
- Vendor must provide storage at no extra cost to the NRC

Binder sizes required:

- 3 inches, 3 rings, D type
- 2 ½ inches, 3 rings, D type
- 1 ½ inches, 3 rings, D type
- 1 inch, 3 rings, D type

TASKS:

DELIVERABLES AND TIMELINES

National model codes are products on demand by the public. Quantities estimated for a 5-year cycle:

- 2 ½ inch binder – 75,000 units
- 1 ½ inch binder – 25,000 units
- 3 inch binder – on demand
- 1 inch binder – on demand
- Blank binders required in 1 inch, 1 ½ inch, 2 ½ inch and 3 inch sizes – on demand
- Delivery of binders – NRC reserves the right to manage pickup, delivery methods, and shipping fees with the winning Bidder(s).

CONSTRAINTS:

- Must be able to deliver product within 2 weeks of final approval (10 working days)
- Must be able to respond to urgent requests within 72 hours (3 working days)
- Vendor must supply print proof for NRC approval prior to printing the order for color and content proofing

SAMPLE:

Upon bid closing, the bidder must supply a hard copy (binder) sample using the PDF file (Appendix “G”) provided in the reference documents. Bids will be deemed non-compliant if said sample is not included with the submission. The sample must be sent by mail, identified with the Company’s name and the Request number, and addressed as follows:

Stephen Lee
Print and Distribution Services
Building M-58
National Research Council of Canada
1200 Montreal Road, Ottawa
Ontario K1A 0R6

Projected annual usage: The volumes mentioned herein are an estimated usage over the contract period. The projected volumes consumption during the contractual term may follow the expected pattern or differ according to NRC’s needs. Change in volume consumption should not invalidate at any time the unit prices quoted. The NRC will not be bound or committed to any minimum annual purchase nor will limit its purchases to the quantities projected. The successful bidder should guarantee continuous delivery of the products specified in this Request for Standing Offer, once ordered by the NRC, during the contractual term.

MANDATORY AND RATED CRITERIA

RFSO 21-58033

STEPS IN THE EVALUATION AND SELECTION PROCESS:

The Selection process to determine the successful Bidder will be carried as follows:

Step 1: **Mandatory Criteria:** Proposals will be evaluated to determine if all mandatory requirements detailed in this Annex "Mandatory Criteria" have been met. You **MUST** complete Column (B) "Mandatory Criteria" and submit Annex "C" with your proposal. Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2.

Step 2: **Rated Criteria :** Proposals will be evaluated and scored in accordance with point-rated evaluation criteria detailed in this Annex "Point Rated Criteria". You **MUST** complete Column (D) and submit with your proposal.

Step 3: **Method of Selection:**

Selection on the basis of highest combined rating technical merit 80% and Price 20% with a minimum passing mark of 80/100

To be declared responsive a proposal must:

- Complete column (C) "Point Rated Criteria" and submit as a separate attachment with your proposal

- **Example:**

	Bidder 1	Bidder 2	Bidder 3	
Technical Points:	80/100	91/100	77/100	
Weighted Offer Price (Per Diem Rate)	\$700*	\$800	\$1,100	* Represents the lowest priced proposal (Per Diem Rate)

Calculation

	Technical Points	Price Points	Total Points	
Bidder 1	$80/100 \times 80 = 64$	$700/700 \times 20 = 20$	$64 + 20 = 84$	
Bidder 2	$91/100 \times 80 = 72.8$	$700/800 \times 20 = 17.6$	$72.8 + 17.6 = 90.4$ *	*Bidder #2 has the highest combined score
Bidder 3	$77/100 \times 80 = 61.6$	$700/1100 \times 20 = 12.8$	$61.6 + 12.8 = 74.4$	

Possibility of an interview: Highest ranked consultant may be retained for an interview in order to actually evaluate technical and behavioural skills. If the candidate does not pass the interview by validating technical points in proposal, we will inform the supplier and move to the next highest ranking consultant.

Step 4: **Issuance of a Contract:** The highest ranked Bidder will be recommended for issuance of a contract to our Contracts Review Committee. Despite the fact that the best ranked bidder may have been recommended for contract award, a contract will only be awarded if an internal approval is granted by our Contracts Review Committee. If approval is not granted no contract will be awarded.

STEP 1: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS

#	(A) MANDATORY REQUIREMENTS	(B) SUBSTANTIATION / CROSS REFERENCE TO PROPOSAL	(C) MET OR NOT MET
M1	The Bidder must have the necessary facilities and equipment to meet the quality (print using a 4 colour process directly to the vinyl, nickel and nickel plated parts) and quantity, including storage of binders (delivery of up to 100,000 binders over a five year term and be able to turn around an order of up to 5,000 binders within a two week turnaround).		
M2	At bid closing time, the bidder must supply a hard copy (binder) sample using the PDF file provided in Appendix "G". Bids will be deemed non-compliant if said sample is not received by August 27, 2021 at 2:00pm. The sample must be mailed and received as indicated in the Statement of Work document under SAMPLE.		
M3	The Bidder must be able to respond to urgent requests and supply smaller quantities within 72 hours at the same quoted price.		
M4	Suppliers are not permitted to sub-contract to RFSO 21-58033 nor subsequent contract. The Bidder must demonstrate and provide evidence that sub-contractors are not used as part of the offered services.		
M5	Bidder's company profile and proposal must demonstrate compliance to ethical standards.		

STEP 2: RATED CRITERIA

POINT RATED CRITERIA				
#	(A) POINT RATED CRITERIA	(B) GRID	SCORING (C) MAXIMUM POINTS	(D) BIDDERS RESPONSE FOR HOW POINTS ARE OBTAINED AND REFERENCE LOCATION IN PROPOSAL
R1	The Bidder should demonstrate that it owns and operates all necessary equipment to meet superior printing quality using a 4 colour process directly to the vinyl.	Points for capability to print 4 colour process to vinyl: Does not have appropriate equipment and sample is inferior quality: 0 Points; Has appropriate equipment and sample meets some quality standards: 10 Points; Has appropriate equipment and sample meets superior quality standards: 20 Points.	/20	
R2	The Bidder should demonstrate that it produces a quality product by its use of superior quality parts and a superior grade of vinyl.	Points for the quality of the product (see Statement of Work 'Requirements'): The specified parts and grade of material do not meet the requirements. Sample is inferior quality: 0 Points; The specified parts and grade of material do meet some of the requirements and sample meets some quality standards: 10 Points; Specified parts, grade of material and supplied sample meet superior quality requirements: 20 Points.	/20	
R3	The Bidder must have the necessary facilities and equipment to meet the superior quality product (print using a 4 colour process directly to the vinyl, nickel and nickel plated parts) and quantity, including storage of binders (delivery of up to 100,000 binders over a 5 year term and be able to turn around an order of up to 5,000 binders within a two week turnaround).	Points for capability to meet specified quantities: Does not demonstrate ability to meet specified quantities: 0 Points; Demonstrates ability to meet specified quantities: 20 Points. (Distribution of points: Overall comprehensiveness and rigour of the proposal, including clarity and logic presentation of steps 5 points, Provision of key quantities and timelines 10 points, and description of appropriate level of effort required to complete the proposed work including allocation of appropriate personnel 5 points)	/20	
R4	The Bidder must demonstrate that it has necessary facilities to meet the storage requirements, at no extra cost to NRC (storage of up to 50,000 binders/year).	Points for capability to meet storage requirements: Does not demonstrate ability to meet storage requirements: 0 Points; Meets storage requirements but will charge NRC: 0 Points; Meets storage requirements at no charge to NRC: 10 Points.	/10	

R5	<p>The proposal must include a description of the Company's previous experience with projects of similar size and complexity. Bidder must provide a detailed Company Profile and at least two (2) previous contacts from different organizations noting client name and telephone number, services provided and contract period. NRC reserves the right to contact any or all references supplied by the Bidder. Include the Company's legal name and details about the work performed by the Bidder on each project.</p>	<p>10 points will be given for each similar project managed, up to a maximum of 30 points.</p>	/30		
SCORE RESULTS		/100			
PASS MARK (80/100)					
TOTAL SCORE					

APPENDIX "C"

Financial Proposal and Basis of Payment - RFSO 21-58033 - TABLE #1

	Direct to Vinyl Binders	Direct to Vinyl Binders	Direct to Vinyl Binders	Blank Binders	Blank Binders	Blank Binders
	250 qty	500 qty	1000 qty	250 qty	500 qty	1000 qty
1"						
1.5"						
2.5"						
3"						

Shipping Fees for 2.5 Binders - TABLE #2

	Direct to Vinyl Binders	Direct to Vinyl Binders	Direct to Vinyl Binders	Blank Binders	Blank Binders	Blank Binders
	250 qty	500 qty	1000 qty	250 qty	500 qty	1000 qty
2.5"						

Please complete Table 1 and Table 2.

Please provide firm costs for the four (4) binder sizes, in direct to vinyl and blank binders, in quantities of 250, 500 and 1000.

Please provide firm shipping costs for 2.5 binders.

Please note that the direct to vinyl for the 2.5" binders information, will be used for evaluation purposes.

The financial proposal must be submitted under a separate electronic file.

Bidders are required to provide their firm pricing in Canadian dollars, applicable taxes extra, for Year 1 of the Standing Offer.

Standing Offer period Year 1 is anticipated for September 20, 2021 to September 19, 2022.

Firm pricing indicated herein remains fixed for the Standing Offer period Year 1 and will be adjusted annually by the percentage increase for each optional year using the Consumer Price Index (CPI) for the Ontario Region as published by Statistics Canada.

The NRC reserves the right to negotiate any percentage increase up to the maximum percentage with the CPI.

**STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) send a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the email address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified email address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

2.2 All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder. The NRC will not be held responsible for electronic bids that arrive after the due date and time due to power failure or any other electronic failure issues.

For further information, please contact the Contracting Authority identified in the bid solicitation.



ID	2035
Title	General Conditions - Services
Date	2020-05-28
Status	Active

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Specifications
- 08 Replacement of specific individuals
- 09 Time of the essence
- 10 Excusable delay
- 11 Inspection and acceptance of the Work
- 12 Invoice submission
- 13 Taxes
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- 15 Transportation carriers' liability
- 16 Payment period
- 17 Interest on overdue accounts
- 18 Compliance with applicable laws
- 19 Ownership
- 20 Copyright
- 21 Translation of documentation
- 22 Confidentiality
- 23 Government Property
- 24 Liability
- 25 Intellectual property infringement and royalties
- 26 Amendment and waivers
- 27 Assignment
- 28 Suspension of the Work
- 29 Default by the Contractor
- 30 Termination for convenience
- 31 Accounts and audit
- 32 Right of set-off
- 33 Notice
- 34 Conflict of interest and Values and Ethics Codes for the Public Service
- 35 No bribe or conflict
- 36 Survival
- 37 Severability
- 38 Successors and assigns
- 39 Contingency fees
- 40 International sanctions
- 41 Integrity provisions—contract
- 42 Harassment in the workplace
- 43 Entire agreement
- 44 Access to information
- 45 Code of Conduct for Procurement—contract



2035 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

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

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government"

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

"Contract"

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

"Contracting Authority"

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

"Contractor"

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

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

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

"Government Property"

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

"Party"

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

"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;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;



"Work"

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

2035 02 (2008-05-12) Standard clauses and conditions

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

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

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

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

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

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

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada



unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 06 (2013-06-27) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 07 (2008-05-12) Specifications

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

2035 08 (2008-05-12) Replacement of specific individuals

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

2035 09 (2008-05-12) Time of the essence

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



2035 10 (2014-09-25) Excusable delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - a. is beyond the reasonable control of the Contractor,
 - b. could not reasonably have been foreseen,
 - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
 - d. occurred without the fault or neglect of the Contractor,will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 11 (2014-09-25) Inspection and acceptance of the Work

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



2035 12 (2013-03-21) Invoice submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 13 (2013-03-21) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 14 (2010-01-11) Transportation costs

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

2035 15 (2010-01-11) Transportation carriers' liability

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



2035 16 (2014-09-25) Payment period

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

2035 17 (2008-12-12) Interest on overdue accounts

1. For the purpose of this section:
"Average Rate"
means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
"Bank Rate"
means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
"date of payment"
means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;
an amount becomes "overdue"
when it is unpaid on the first day following the day on which it is due and payable according to the Contract.
2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 18 (2008-05-12) Compliance with applicable laws

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

2035 19 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.



4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

2035 20 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

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

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

2035 21 (2008-05-12) Translation of documentation

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

2035 22 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.



6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Industrial Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

2035 23 (2008-05-12) Government Property

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

2035 24 (2008-05-12) Liability

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

2035 25 (2008-05-12) Intellectual property infringement and royalties

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



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

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

2035 26 (2008-05-12) Amendment and waivers

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

2035 27 (2008-05-12) Assignment

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

2035 28 (2014-09-25) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.



3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 29 (2014-09-25) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

2035 30 (2020-05-28) Termination for convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:



- a. on the basis of the Contract Price, for any part of the Work completed 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2035 31 (2014-09-25) Accounts and audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 32 (2008-05-12) Right of set-off

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

2035 33 (2008-05-12) Notice

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



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

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

2035 35 (2008-05-12) No bribe or conflict

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

2035 36 (2008-05-12) Survival

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

2035 37 (2008-05-12) Severability

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

2035 38 (2008-05-12) Successors and assigns

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

2035 39 (2008-12-12) Contingency fees

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



2035 40 (2012-07-16) International sanctions

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

2035 41 (2016-04-04) Integrity provisions—contract

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

2035 42 (2008-05-12) Harassment in the workplace

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

2035 43 (2008-05-12) Entire agreement

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

2035 44 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

2035 45 (2016-04-04) Code of Conduct for Procurement—Contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.



Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates¹ or a proposed first-tier subcontractor² has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, "Protected B," and addressed to:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

¹ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

² The term "first-tier subcontractor" is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:

Yes No **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE****A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this Form: Yes No

B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate	Subcontractor
<i>Financial Administration Act</i>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

367:	Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368:	Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382:	Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1:	Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397:	Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422:	Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426:	Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
462.31:	Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11:	Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12:	Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13:	Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competition Act				
45:	Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46:	Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47:	Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49:	Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52:	False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53:	Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corruption of Foreign Public Officials Act				
3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Drugs and Substances Act				
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lobbying Act				
Registration of Lobbyists				
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income Tax Act				

239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excise Tax Act 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Circumstances (Specify):			
Comments:			

C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes No

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or

misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

Signature

With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates³ or a proposed first-tier subcontractor⁴ has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has, in the past three years, been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Inability to Certify as to Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign offence and

³ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

⁴ The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

2. Inability to Provide a Certificate

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

A. Inability to Certify as to Foreign Criminal Charges and Convictions

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Inability to Certify as to Foreign Criminal Charges and Convictions**, to be included with this Form. PWGSC may request additional information from the supplier.

B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances

The Integrity Clauses require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.⁵ Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

⁵ See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.

INTEGRITY REGIME

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.⁴ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.⁴

* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company	
*Nom commercial / Operating Name	
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
*Membres du conseil d'administration⁵ / Board of Directors⁵ (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	

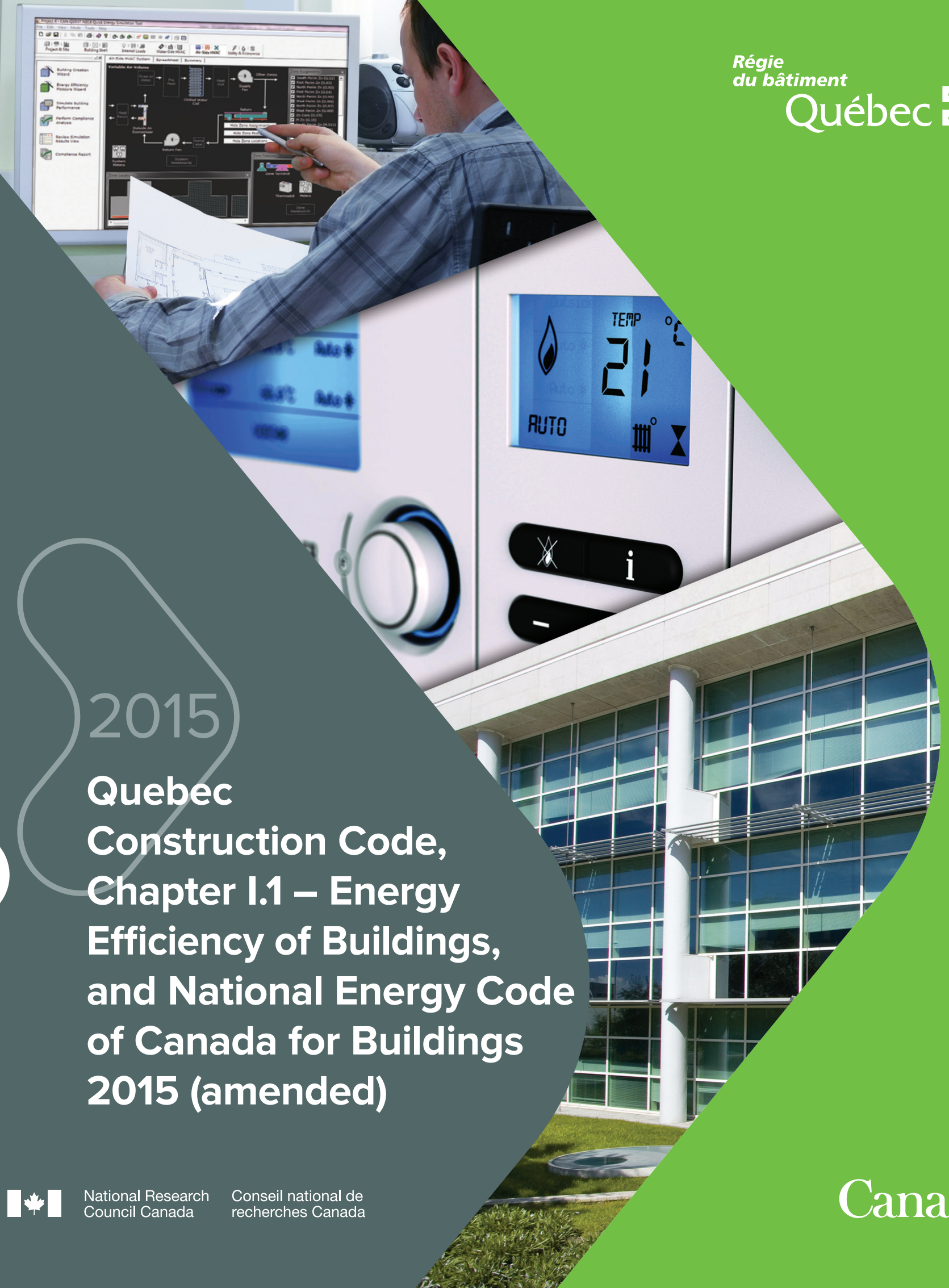
4 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

5 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors



Québec Construction Code, Chapter I.1 –
Energy Efficiency of Buildings, and National
Energy Code of Canada for Buildings 2015 (amended)

2015

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