



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/

See herein

NA

Québec

NA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Pallet Rack Repair Services - DND Pallet Rack Repair Services - DND	
Solicitation No. - N° de l'invitation W3162-20F048/A	Date 2021-09-16
Client Reference No. - N° de référence du client W3162-20F048	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-625-16274	
File No. - N° de dossier MTA-1-44032 (625)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-10-04 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lavoie, Corine	Buyer Id - Id de l'acheteur mta625
Telephone No. - N° de téléphone (514) 207-4777 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 3rd Canadian Support Unit (Building 6769 RUE NOTRE-DAME EAST MONTREAL Québec H1N3R9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone 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 autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Note: Please note this bid solicitation is being tested as part of PSPC's Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative> .

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W3162-20F048/A
Client Ref. No. - N° de réf. du client
W3162-20-F048

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-1-44032

Buyer ID - Id de l'acheteur
MTA625
CCC No./N° CCC - FMS No./N° VME

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1. Bid Solicitation

Canada requests bids from Bidders to meet its requirements. For the convenience of Bidders, a brief description is set out below with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a bid.

1.1 Bids. Canada is seeking bids from bidders to provide Warehouse Pallet Rack Repair Services to the Department of National Defence (DND).

1.2 Term. The period of the Contract is from date of Contract to 1 year inclusive.

2. Bid Requirements

2.1 Security Requirements. There are security requirements associated with this bid solicitation. For additional information, consult the section on Bidder requirements, and the section on security in the resulting contract.

2.2 Canadian Content. The requirement is subject to a preference for Canadian goods.

3. Bidder Requirements

3.1 Bidder Responsibilities. Each Bidder must:

- a. obtain any clarification it considers necessary of the bid solicitation requirements before submitting a bid;
- b. prepare its bid in accordance with the solicitation instructions;
- c. submit a complete bid by the closing date and time as per the instructions noted in section titled "Bid Submission";
- d. provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will enable Canada to complete its evaluation based on the bid solicitation criteria;
- e. agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract; and
- f. comply with all other requirements of this bid solicitation.

3.2 Compliance with Code of Conduct. The Bidder must comply with Canada's [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html). (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>)

3.3 Ineligibility and Suspension Policy. Each Bidder must (i) comply with Canada's Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and

applicable directives in effect on the date Canada issues the bid solicitation, which are incorporated into the bid solicitation, and (ii) submit an Integrity Declaration Form.

3.4 Federal Contractors Program for Employment Equity. The [Federal Contractors Program for Employment Equity](#) applies to this procurement.

3.5 Former Public Servants. Bidders who are Former Public Servants in receipt of a Pension or Lump Sum Payment must provide the information required in the Annex-Bidder Declaration Form before contract award.

3.6 Bid Submission Form. Each Bidder is required to include the Bid Submission Form (Annex-Bid Submission Form) which it certifies to Canada all the information required by the Bidder Declaration. If Canada determines that the information required by the Bid Submission Form is incomplete or required correction, Canada will provide the Bidder with a deadline to do so.

3.7 Security Clearances

- a. **Conditions Before Award.** Before contract award, the Bidder must meet the following conditions:
 - i. the Bidder must hold a valid organization security clearance as indicated in the section on resulting contract clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in the section on resulting contract clauses;
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
[Optional standard clauses – requirements for safeguarding measures]
 - iv. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in the section on resulting contract clauses;
 - v. the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding, including:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country]
- b. **Delay in Clearance.** Bidders must renew, obtain, or confirm the required security clearance. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c. **Additional Information.** For additional information on security requirements, Bidders should refer to the Contract Security Program of the Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

3.8 Declaration Form. Each Bidder is required to submit a signed Bidder Declaration (Annex - Bidder Declaration Form) in which it certifies to Canada all the information required by the Bidder Declaration. If Canada determines that the information required by the Bidder Declaration Form is incomplete or requires correction, Canada will provide the Bidder with a deadline to do so.

3.9 Proof of Insurance. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the solicitation, can be insured in accordance with the Resulting Contract section entitled Insurance. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Canada will render the bid non-compliant if the Bidder fails to meet the requirement within that time period.

4. Bid Submission

4.1 Bid Receipt. Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

4.2 Bids Submitted After Closing Date and Time

- a. **Late Bids.** Canada will not consider bids delivered after the solicitation closing date and time, unless they qualify as a delayed bid as described below. Canada will delete late bids submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider a bid delivered after the due date but before Canada awards the Contract if the Bidder can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed bids due to any other causes for the late delivery of bids.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept is a Canada Post Corporation epost Connect date and time record indicated in the epost Connect conversation history that clearly indicates that the Bidder sent the bid before the solicitation closing date and time. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to this CPC equivalent.

4.3 Bids Submitted by E-post or fax

- a. **Submission by Epost or fax.** Bidders may submit their bids by Epost Connect provided by Canada Post Corporation or fax. Canada will not accept bids submitted in any other manner. For bids submitted by fax, Canada is not responsible for any failed transmission, illegible, corrupted, or incomplete receipt, improper identification, or data security breach.
- b. **Fax Numbers.** Bidders may submit their bids by fax to 1-418-566-6168.
- c. **epost Connect Address.** Unless specified otherwise in the solicitation, Bidders may submit bids by epost Connect to:

PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation.

i. Bids submitted by mail will not be accepted.

d. **Bid Sections.** Bidders are requested to submit their bids separated into the following sections:

- ii. Section I: Financial Bid;
- iii. Section II: Bid Submission Form; and
- iv. Section III: Bidder Declaration Form.

e. **epost Connect Requirements**

i. **Submission Process.** To submit a bid using epost Connect, the Bidder must either:

- 1. send its bid directly to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by CPC, or
- 2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Canada may not answer any requests to open an epost Connect conversation received after that time.

ii. **Transmission Capacity.** The epost Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.

iii. **epost Connect Conversations.** If the Bidder sends an email requesting epost Connect to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. This will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. Then Bidder will then be able to transmit its bid.

iv. **Conversation Time Periods.** If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open for at least 30 business days after the solicitation closing date and time.

v. **Message Fields.** The Bidder must identify the solicitation number in the epost Connect message field of all electronic transfers.

vi. **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.

vii. **Canadian Mailing Address.** The use of epost Connect requires a Canadian mailing address. Bidders that do not have a Canadian mailing address may use the Bid Receiving Unit address specified in the solicitation in order to register for epost Connect

- f. **Use of Correct Email Address.** Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating through an epost Connect conversation.
- g. **Errors in epost Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a bid transmitted by epost Connect.

4.4 Discrepancies

- a. **Submission via epost Connect.** If the Bidder provides copies of its bid using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through epost Connect, the wording of the copy provided through epost Connect will have priority.

4.5 Bid Submission Requirements

- a. **Authority.** Each Bidder (and each member of a Joint Venture submitting a bid) must (i) have legal capacity to contract and (ii) sign the bid by an authorized representative of the Bidder. If a Joint Venture Bidder submits a bid, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Bidder has not done so in the bid. Canada will provide it a deadline to do so).
- b. **Procurement Business Number.** Each Bidder (and each member of a Joint Venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- c. **Bid Identification.** Each Bidder must ensure that its name, its return address, the bid solicitation number, and the bid solicitation closing date and time are clearly visible on any envelope or parcels containing samples or any paper bid as applicable.
- d. **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 120 calendar days from the bid solicitation closing date, unless specified otherwise in the solicitation. Canada reserves the right to seek an extension of the bid validity period from all compliant Bidders in writing, at least three calendar days before the end of the bid validity period. If all compliant Bidders agree to extend their bids, Canada will continue with the evaluation of the bids. If not all compliant Bidders extend their bids, Canada, at its sole discretion, will either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid solicitation.
- e. **Bid Language.** Bidders may submit their documents and supporting information in either English or French.

f. Bids Become Property of Canada. Bids received on or before the bid solicitation closing date and time will become the property of Canada and Canada will not return them to Bidders. Canada will treat all bids as confidential, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.

g. No Assignment of Bids. A bid cannot be assigned or transferred in whole or in part.

4.6 Provision of Documentation. Canada will make available Notices of Proposed Procurement, bid solicitations, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Bidders if it amends a Notice of Proposed Procurement, a bid solicitation, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Bidders are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third Party.

4.7 Bid Costs. The Bidder is solely responsible for all costs associated with preparing, submitting, and evaluating its bid.

4.8 Applicable Laws. Any Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory.

Bidders may insert the Canadian province or territory of their choice in the Bid Submission Form. If the Bidder does not include this information in the Bid Submission Form, the applicable laws will be those of Quebec.

4.9 Entire requirement. The bid solicitation documents contain all the requirements relating to the bid solicitation; no other information or documentation is relevant. Bidders should not assume that practices used under previous bid solicitations or contracts will continue or that a Bidder's existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

5. Communications

5.1 Bid Communications. To ensure the integrity of the competitive process, the Bidder must direct all questions and other communications regarding the bid solicitation only to the Contracting Authority identified in the bid solicitation. Failure to comply may result in Canada rejecting the bid.

a. Period for Questions. Bidders should submit all questions in writing no later than 5 business days before the bid solicitation closing date. Canada may not respond to questions submitted after this.

b.Detail of Questions. Bidders should accurately reference the numbered item of the bid solicitation to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.

c.Proprietary Questions. For any technical questions, Bidders must clearly mark 'proprietary' on each item that is of a proprietary nature. Canada will treat such items as proprietary except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Bidders. Canada may not answer questions that are not in a form that can be distributed to all Bidders.

5.2 Improvement of Requirement During Solicitation Period. Bidders may make suggestions, in writing, to Canada of technical or technological improvements to the specifications or Statement of Work contained in the bid solicitation. Bidders must, in such case, clearly outline the suggested improvement as well as the reason for the suggestion. Canada will consider suggestions that do not restrict the level of competition or favour a particular Bidder, but only if the Bidder submits its suggestions at least 15 days before the bid closing date. Canada may accept or reject any suggestions.

5.3 Bid Debriefings. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make such a request to the Contracting Authority within 15 business days from its receipt of the results of the bid solicitation process. Canada may provide the debriefing in writing, by telephone, or in person.

5.4 Bid Challenge and Recourse Mechanisms

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website (<https://buyandsell.gc.ca/>) , under the heading "Bid Challenge and Recourse Mechanisms"(<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

6. Financial Proposal

6.1 Financial Proposal. Bidders must submit their financial bid in accordance with Annex "Basis of payment".

6.2 Pricing. Bidders must provide individual prices for each item and/or destination.

6.3 Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this bid solicitation. Canada will declare any bid non-compliant if there is any indication that bid is conditional on exchange rate fluctuation protection.

7. Evaluation Procedures

7.1 Assessment. Canada will assess bids in accordance with the entire requirement of the bid solicitation including the Technical and Financial evaluation criteria. Canada will declare any bid that fails to meet all mandatory bid solicitation requirements non-compliant.

7.2 Conduct of Evaluation. Canada may request information to support any bid requirement. The Bidder must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,

- a. seek clarification or verification as to any information provided,
- b. contact any references to verify any information it submitted,
- c. request information about the Bidder's legal status,
- d. conduct a survey of the Bidder's facilities,
- e. examine the Bidder's technical, management, and financial capabilities,
- f. correct any error in:
 - i. the extended pricing of bids by using unit pricing, or
 - ii. the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern),
- g. unless otherwise stated in the bid solicitation, treat any blank pricing cell in any pricing tables provided by the Bidder as \$0.00. Canada may request that the Bidder confirm that the price is, in fact, \$0.00. Canada will not permit any Bidder to add or change a price as part of this confirmation. Canada will declare non-compliant any Bidder who does not confirm that the price for a blank item is \$0.00,
- h. verify any information the Bidder provided, or
- i. interview, at the Bidder's sole cost, the Bidder, any resources it proposes to fulfil the bid solicitation requirements or both.

The Bidder must comply with any such request within the time specified in Canada's request.

7.3 Evaluation Based on Documents Provided. Unless otherwise specified in this bid solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

7.4 Evaluation Team. An evaluation team composed of one or more representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

7.5 Canadian Content. The evaluation team will determine if there are two or more bids with a valid Canadian Content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*. If there are, only those bids will be eligible to be awarded a contract; if not, all bids will be eligible. If, at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-compliant or withdrawal of bids by Bidders, that there are no longer two (2) or more compliant bids with a valid certification, then all compliant bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

7.6 Joint Venture Experience. Except where expressly provided otherwise:

- a. For mandatory requirements, at least one member of a Joint Venture must meet all mandatory requirements of this bid solicitation.
- b. For technical requirements, Joint Venture members cannot pool their abilities with other Joint Venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder must indicate which Joint Venture member satisfies it.

7.7 Rights of Canada. Canada may:

- a. reject any or all bids in response to the bid solicitation;
- b. enter into negotiations with Bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation; or
- f. if no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada, and negotiate with the sole compliant Bidder to ensure the best value to Canada.

7.8 Rejection of Bid. Canada may reject a bid where:

- a. **Bankruptcy.** The Bidder is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Bidder or an employee or subcontractor included as part of the bid:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in past;
- c. **Suspension or Termination.** The Bidder or an employee or subcontractor included as part of the bid has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on;
- e. **Not Good Value.** In Canada's opinion, the bid does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the Bidder is in a conflict of interest or had an unfair advantage over other Bidders. Among other things, being involved in preparing the solicitation or having access to information not available to other Bidders may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing; or
- g. **Prejudicing Integrity or Fairness - Multiple Bids from Single Bidder or Joint Venture.** Canada may apply additional scrutiny when it receives multiple bids in response to a bid solicitation from a single Bidder or a Joint Venture. Canada may reject any bid submitted by a single Bidder or Joint Venture if their inclusion
 - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
 - ii. in the procurement process would distort the bid solicitation evaluation or would not provide good value to Canada.
- h. **Ability to Make Representations.** If Canada intends to reject a bid under (c), (d) or (f) the Contracting Authority will inform the Bidder and give the Bidder ten calendar days to make representations, before making a final decision on the bid rejection.

8. Financial Evaluation

8.1 Evaluation of Price.

a. Bid Price. The price of the bid will be evaluated as follows:

- i. Canadian-based Bidders must submit firm price, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. Foreign-based Bidders must submit firm prices, Canadian customs, duties, excise taxes and Applicable Taxes excluded. Canada will add Canadian customs, duties and excise taxes payable by Canada to the prices submitted by foreign-based Bidders for evaluation purposes only.

b. Bids in Foreign Currency. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. Canada will apply the rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in this bid solicitation, as a conversion factor to the bids submitted in foreign currency.

c. Shipping costs. Canada requests that Bidders provide separate prices for shipping that will include: shipping costs, freight and insurance, up to the stated point of delivery.

d. Classification Based on Address. For the purposes of the bid solicitation, Canada will consider Bidders that have a Canadian address are considered Canadian-based Bidders, and Bidders that only have an address outside of Canada are considered foreign-based Bidders.

8.2 Price Justification. If a bid is the sole compliant bid received, the Bidder must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada,
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers,
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit,
- d. Price or Rate Certifications; or
- e. any other supporting documentation that Canada may request.

8.3 Basis of Selection. For Canada to declare a bid compliant, the bid must comply with the requirements of the bid solicitation. Canada will consider the compliant bid with the lowest evaluated price for award.

RESULTING CONTRACT CLAUSES

1. Summary

1.1 The Contract is for the services, as described in the Statement of Work in Annex "Statement of Work.

2. Conduct of the Work

2.1 Security. The following security requirements [SRCL and related clauses provided by the Contract Security Program] apply and form part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE No. W3162-20-F048**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex - SCRL;
 - b) *Contract Security Manual* (Latest Edition).

2.2 Conduct of the Work.

a. Performance. Subject to section "Suspension of the Work", the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor must:

- i. perform the Work diligently and efficiently;
- ii. except for Government Property, supply everything necessary to perform the Work;
- iii. 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;
- iv. select and employ a sufficient number of qualified people; and
- v. 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.

b. Responsibilities. 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.

c. The Contractor represents and warrants that it and all its resources and subcontractors:

- i. are competent to perform the Work;
- ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
- iii. have the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
- iv. will maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.

2.3 Personnel.

- a. **Personnel.** The Contractor's personnel identified in the Contract to perform the Work must be competent and suitable for performing the Work and conduct themselves properly.
- b. **Replacement of Personnel.** The Contractor must provide the services of the individuals identified in the Contract unless the Contractor is unable to do so for reasons beyond its control. If the Contractor is unable to provide the services of any personnel identified in the Contract, the Contractor must provide written notice to Canada of the intended replacement with similar qualifications and experience. The Contractor's written notice must include (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada. Any proposed replacements of personnel are subject to Canada's acceptance.
- c. **Replacements at Canada's Request.** The Contracting Authority may order that an individual acting as a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and arrange for a further replacement in accordance with the terms of "Replacement of Personnel" above. The fact that the Contracting Authority does not order that an individual identified in the Contract or a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.4 Subcontracts

- (a) **Subcontracting Requirements.** The Contractor may subcontract the performance of the Work, provided:
 - (i) the Contractor obtains the Contracting Authority's prior written consent;
 - (ii) any subcontractor is bound by conditions compatible with the terms of the Contract; and
 - (iii) the Contractor remains liable to Canada for all the Work performed by the subcontractor.

(b) **Cases Where Consent for Subcontracting Not Required.** 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:

- (i) purchase "off-the-shelf" items and any standard articles and materials ordinarily produced by manufacturers in the normal course of business;
- (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
- (iii) subcontract any portion of the Work as is customary in the carrying out of similar contracts, up to a total value of 40 percent of the Contract price; and
- (iv) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (b)(i), (b)(ii) and (b)(iii).

(c) **Contractor Responsibilities.** Notwithstanding any subcontracting that is subject to Canada's consent, 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.

2.5 Specifications

- a. Canada owns all Specifications it provides the Contractor and the Contractor must only use them to perform the Work.
- b. If Canada approves Specifications furnished by the Contractor, that approval will not relieve the Contractor if its responsibility to meet all requirements of the Contract.

3. Term of the Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

4. Inspection and Acceptance

4.1 Canada's Inspection. The Work may be subject to inspection and acceptance by Canada. Inspection and acceptance by Canada does not relieve the Contractor of its responsibility for defects or failures to meet the Contract requirements. The Contractor must provide Canada access to the Work at any time during working hours. Canada must be able to examine or test, as it sees fit, any part of the Work. The Contractor must provide all assistance, test pieces, samples and documentation required by Canada for inspection of the Work.

4.2 Contractor's Inspection. The Contractor must inspect and approve the Work before submitting it for inspection and acceptance by Canada or delivering it to Canada. The Contractor must retain its inspection records and make them available to Canada at Canada's request for a

period of three years following the end of the Contract. Canada may request further details, make copies or take extracts of the Contractor's inspection records.

4.3 Rejection and Cure. If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

5. Basis of Payment

5.1 Basis of Payment – Firm Price (all Work). In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, Canada will pay the Contractor a firm price, as specified in "Annex – Basis of Payment" for a cost of \$[_____] (insert the amount at Contract award)]. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 Changes and Modifications.

- a. **Changes to Scope of Work.** For the Work described under the Basis of Payment clause, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- b. **Changes to Canada's Liability.** The Contractor must not perform any work or provide any service that would result the Contractor exceeding Canada's total liability before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i. when it is 75% committed, or
 - ii. four months before the contract expiry date, or
 - iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- c. **Changes to Contract Funds.** If the Contractor notifies Canada of inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. It is in Canada's sole discretion to modify the limitation of expenditure.

6. Payments

6.1 Invoices

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. **Invoice Details.** Invoices must show:
- i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number, Procurement Business Number, and financial code(s);
 - ii. 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;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part of reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, 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.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay 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.

6.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

6.3 Late Payments.

- a. **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Bank 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.

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- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

6.4 Electronic Payment Instruments. The Contractor accepts to be paid using the following Electronic Payment Instrument(s) (*Complete in Annex "Bid Submission Form".*):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Wire Transfer (International Only)

6.5 Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

6.6 Invoicing Instructions

- a. **Invoice Submission.** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- b. **Invoice Distribution.** Invoices must be distributed as follows:
 - i. The original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - ii. One copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7 Taxes

- a. **No Taxes.** Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- b. **Documentation and reimbursement.** Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7. Method of Payment

7.1 Single Payment. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

8. Warranties

8.1 General Warranty. The Contractor states that the Work will be new, and conform to the Specifications, and be free from defects in design, material and workmanship during the longer of Contractor's standard warranty period or 12 months after Canada accepts the Work (the "Warranty Period").

8.2 Replacement or Repair. Upon Canada's request during the Warranty Period the Contractor at its expense, must replace or repair any nonconforming or defective goods within 5 days or such other time as specified by Canada.

8.3 Transportation Costs. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

8.4 Warranty Work on Canada's Premises. If in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, Canada will pay the Contractor the cost (including travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the cost of rectifying the defect or non-conformance at the Contractor's plant.

9. Government Property

9.1 Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

10. 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.

11. Accounts and Audit

11.1 Accounts and Records. 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.

11.2 Records Retention. 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.

11.3 Government Audit. The amount claimed under the Contract, calculated in accordance with its Basis of Payment provisions, is subject to government audit both before and after payment. If Canada conducts an audit 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.

12. Insurance

12.1 Insurance Requirements.

a. The Contractor must:

- i. comply with the insurance requirements specified below; and
- ii. maintain the required insurance coverage throughout the Contract Period. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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- b. **Additional Insurance.** The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligations under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense and for its own benefit and protection.
- c. **Certificate of Insurance.** The Contractor must forward to Canada within thirty (30) days after Contract award, a Certificate of Insurance showing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Canadian-based Contractors must obtain coverage from an insurer licensed to carry out business in Canada; however, foreign-based Contractors must obtain coverage from an insurer with an A.M. Best Rating no less than "A-". If requested by Canada, the Contractor must forward to Canada a certified true copy of all applicable insurance policies.

12.2 Commercial General Liability Insurance

- a. **Minimum Amount.** The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2 million per accident or occurrence and in the annual aggregate.
- b. **Required Policy Inclusions.** The Commercial General Liability policy must include the following:
- i. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - ii. **Bodily Injury and Property Damage to third parties** arising out of the operations of the Contractor.
 - iii. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - iv. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - v. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - vi. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - vii. **Additional Insureds.** Employees and, if applicable, Volunteers must be included as Additional Insured.
 - viii. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- ix. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- x. **Notice of Cancellation:** The Contractor will provide the Contracting Authority 30 days' prior written notice of policy cancellation or any changes to the insurance policy.
- xi. **Minimum Coverage Period.** If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- xii. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- xiii. **Advertising Injury:** While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

13. Certifications and Additional Information

13.1 Certifications and Additional Information

- a. **Compliance with Certifications.** Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its bid or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.
- b. **Compliance with Code of Conduct.** The Contractor must comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html). (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>)
- c. **Contingency Fees.** The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*), 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).
- d. **Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 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 or indirect benefit resulting from the Contract.
- e. **Integrity Provisions.** The Contract incorporates the Ineligibility and Suspension Policy and all related Directives incorporated by reference into the bid solicitation on its closing date, and form

a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*. (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>)

- f. **Federal Contractors Program for Employment Equity - Default by the Contractor.** The Contractor agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.
- g. **Harassment in the Workplace.**
- i. 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 also applies to the Contractor, is available on the Treasury Board Web site (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26041>).
- ii. 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. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make a determination regarding the validity of the complaint and decide on any action required.
- h. **Canadian Content Certification.**
- i. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in the Annex "Contract Definitions".
- ii. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- iii. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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- i. **Canadian Forces Site Regulations.** The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

14. Proactive Disclosure of Contracts with Former Public Servants

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

15. International Sanctions

15.1 Limitations. Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to economic sanctions.

15.2 Contractor Obligations. The Contractor must:

- a. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
- b. comply with changes to the regulations imposed during the Contract Period, and
- c. immediately advise Canada if it is unable to perform the Work because 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 workaround plan, Canada will terminate the Contract for convenience.

16. Foreign Nationals

16.1 Canadian Contractor. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred because of non-compliance with immigration requirements.

16.2 Foreign Contractor. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High

Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred because of non-compliance with immigration requirements.

17. Termination and Suspension

17.1 Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
- i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. **Payments.** Canada will pay the Contractor
- i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. costs 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, before the date of the termination notice; and
 - iii. 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.
- d. **Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts, paid, due or becoming due to the Contractor must not exceed the Contract Price. 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.
- e. **Acknowledgments.**
- i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;

- ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
- iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

17.2 Termination on Default.

- a. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contractor if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, 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.
- b. **Effect of Termination**
 - i. For (a)(i) above, 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.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and 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;
 - v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and
 - vi. **Maximum Payment.** 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.
 - vii. **Completed Parts of the Work.** Upon termination of the Contract for default, 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:
 - 1. 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

2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada;

- c. **Termination in Error.** If the Contract is terminated for default, 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.

17.3 Suspension of the Work.

- a. **Right to Suspend Work.** The Contractor must not suspend or stop work unless ordered by Canada. Canada may, by written notice, at any time, 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 limit access to any part of the Work without first obtaining the written consent of the Contracting Authority. Within this period, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of the Contract.
- b. **Effect of Suspension.** When Canada makes an order to suspend the Work, Canada will pay the Contractor its additional costs incurred because of the suspension plus a fair and reasonable profit as determined by Canada in accordance with the Termination for Convenience clause of the Contract, unless the Contracting Authority terminates the Contract for default or the Contractor abandons the Contract.
- c. **Resumption of Work.** When Canada cancels a suspension, 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. Canada will make any equitable adjustments as necessary to any affected conditions of the Contract.

18. Remedies.

18.1 Liability.

- a. **Exclusive Provision.** The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text.
- b. **Contractor Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.
- c. **Canada Liability.** Canada is liable for any damage caused by Canada, its employees, or agents to the Contractor or any third party.
- d. **Damages.** Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused because of or during the performance of the Contract.

e. Exclusion of Liability. The Contractor will not be liable to Canada for breach-of-Contract damages that are remote or speculative or that the Contractor could not reasonably have foreseen on entry into the Contract.

19. General Provisions

19.1 Status of Contractor. The contractor is an independent Contractor engaged by Canada to perform the Work. The Contract does not 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 are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

19.2 Entire Agreement. The Contract and the bid document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

19.3 Amendment. Amendments to the Contract must be in writing and signed by the Parties.

19.4 Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

19.5 Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

19.6 Notice. All notices or other communications required or permitted by the Contract must be in writing and delivered to the Contracting Authority for Canada and the Contractor's representative for the Contractor at the addresses below. Any notice is effective on the day received.

19.7 Applicable Laws. The laws in force in [PROVINCE] (*Complete in Annex Bid Submission Form*) will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

19.8 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the Contract.

-
- b. The parties agree to consult and co-operate with each other in the furtherance of the Contract and promptly notify the other Party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third Party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution". <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>

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

19.10 Time of the Essence. It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

19.11 Excusable Delay

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
- i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or the Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. 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.

-
- d. **Liability for Costs Incurred.** 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 because of an Excusable Delay.
- e. **Delivery of Completed Work.** If Canada terminates 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 that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- i. 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
 - ii. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- f. 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.

19.12 Waiver. A waiver will only be valid if made in writing by the affected Party's representative. A Party's failure to enforce any rights under the Contract will be neither treated nor interpreted as a waiver of that Party's rights.

19.13 Priority of Documents. If there is a conflict between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- a. these Articles of Agreement;
- b. Annex "Contract Definitions"
- c. Annex "Requirement";
- d. Annex « EXGLOBE Inspection Report »
- e. Annex « Floor Plans »
- f. Annex "Basis of Payment";
- g. Annex « Security Requirements Check List"
- h. the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert the following at the time of Contract award: " as clarified on _____ " or "as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

19.14 Authorities

a. **Contracting Authority**

- i. The Contracting Authority for the Contract is: Corine Lavoie
Tel.: (514) 207-4777
E-mail: corine.lavoie@tpsgc-pwgsc.gc.ca

Address: Public Works and Government Services Canada
Acquisitions Branch
Place Bonaventure, South-West Portal, 7th Floor
800, rue de la Gauchetière West, Suite 7300
Montréal, Québec H5A 1L6

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

b. Project Authority (*Will be indicated when the contract is awarded*)

- i. The Project Authority for the Contract is:[PROJECT AUTHORITY NAME]

Tel: [PA PHONE NUMBER]

E-mail: [PA EMAIL]

Address: [PA MAILING ADDRESS]

- ii. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a Contract amendment to make changes to the scope of the Work.

c. Contractor's Representative (*Please complete in Annex "Bid Submission Form"*)

- i. The Contractor's Representative for this Contract is:[CONTRACTOR REPRESENTATIVE NAME]

Tel: [CR PHONE NUMBER]

E-mail: [CR EMAIL]

Address: [CR MAILING ADDRESS]

Annex “Bid Solicitation Definitions”

In this bid solicitation, unless the context otherwise requires, the following terms shall have the following meanings:

“Bidder” means the person or entity (or, in the case of a Joint Venture, the persons or entities) submitting a bid. A bidder can be a sole proprietorship, corporation, a partnership, a Joint Venture or a natural person;

"Canadian good" means a good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the Canada-United States-Mexico Agreement (CUSMA) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)

"Canadian service" means a service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

"Variety of goods" When requirements consist of more than one good, one of the two methods below is applied: (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or, (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

"Variety of services" For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

"Mix of goods and services": When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

"Other Canadian goods and services": Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Client" means the department or agency for which the Work is performed.

"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.

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

"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;
2. an individual who has incorporated;
3. a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Joint Venture" means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement;

"Lump Sum Payment" means the payment which 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.

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

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

"Security Deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"Approved Financial Institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"Government-guaranteed Bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada.

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

"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.

Annex "Contract Definitions"

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

"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.

"Canada", "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.

"Canadian good" means a good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the Canada-United States-Mexico Agreement (CUSMA) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)

"Canadian service" means a service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

"Variety of goods" When requirements consist of more than one good, one of the two methods below is applied: (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or, (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

"Variety of services" For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

"Mix of goods and services": When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

"Other Canadian goods and services" Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Contract" means the Articles of Agreement, the terms and 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.

"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.

"Contract Period" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

"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.

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

"Overdue" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

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

"Security deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"Approved financial institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de

l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"Government-guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada.

"Irrevocable standby letter of credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (a) must state the face amount which may be drawn against it; (b) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

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

"Work" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

Annex “Requirement”

Repairing the floor pallet racking of 3rd Canadian support unit

1. Background

In order to verify structural compliance, assembly of the elements, and establish the load capacity of existing pallet systems on its floor—according to CAN/CSA-136 cold-formed steel frame elements, CAN/CSA-S16 rules for calculating steel frame boundary states, calculations of Canada's national standard structures, CSA-A344.1-05 user guide to steel pallets/standard on the design and construction of steel pallets and Canada's national building code—the 3rd Canadian Support Unit called on the services of ENGLOBE, a specialist in certification of various storage systems, which issued a condition report in which it listed all pallet racking anomalies on its floor to be corrected.

2. Purpose

In order to comply with the existing Quebec and Canadian storage safety standards cited above, the Department of National Defence (DND) wishes to issue a contract to make any necessary corrections to the anomalies listed in EXGLOBE's pallet racking inspection report and to have all of its facilities certified and subsequently certified by a qualified engineer.

3. Requirements

This statement of work covers the tasks to be done by the bidder to correct all anomalies cited and detailed in the EXGLOBE inspection report.

3.1. Mandatory Tasks:

The bidder must make all the corrections to the pallet racking mentioned in the classification table of integrated into the EXGLOBE company inspection report. (Annex “EXGLOBE Inspection Report”).

The fixes must be as follows:

- 3.1.1 Yellow risk indicated average, the damage requires a quick intervention and must be repaired immediately.
- 3.1.2 High red risk, serious injury requires immediate intervention, must be repaired immediately.
- 3.1.3 The word "repair or change" in the damage classification table means that the offeror must either repair or replace all damaged parts immediately. The bidder must determine whether the damaged parts are to be repaired or replaced to achieve the required compliance of the facilities at the end of the process.
- 3.1.4 All spare parts must be new and made of steel.
- 3.1.5 All pallet racking row ends must have rack protectors.

- 3.1.6 Each section of the pallet racking must have a sign, written in French and English, installed to indicate the nominal load of the pallets in the imperial and metric system and must withstand corrosion. The display should not alter the properties of the structure.

3.2. Excluded from the tasks to be done in the EXGLOBE inspection report:

ADP zone, only rows 4 and 5 (They are surrounded in red on configuration plans D-S101 and D-S103 pallets and in the inspection report, damage classification table, ADP standard palettier zone, row 4 span A, B, C and row 5 span A.)

4. Deliverable

4.1. Compliance certification in both official languages (English and French):

The offeror must provide a certificate of compliance issued by the supplier to the repair of the pallets

An engineer who has carried out the inspection and must certify that the facility complies with applicable laws in Quebec, Canada and by the following standards:

- A344.1-05 / A344.2-05 User Guide to Steel Pallets / Standard on the Design and Construction of Steel Pallets, CAN/CSA, March 2008, ISBN 978-1-55436-682-8;
- Prevention Guide - The Safety of Palettiers. Manufacturing, Purchasing, Installation and Use, Quebec Occupational Health and Safety Commission (CSST), 2005, ISBN 2-550-44682-8. (Document available only in French)

The certificate must be received within two (2) working days following the completion of complete repairs inside the building.

4.2. The ministry will not provide any tools or equipment, forklifts or elevators.

4.3. The supplier is responsible for all the equipment it will need to carry out the work.

4.4. It is also the supplier's responsibility to have their staff work in accordance with the safety standards in place in the province.

4.5. The work must be carried out in a continuous period in order to reduce the impact on daily operations and, and at the latest, be completed before the end of fiscal year (March 31, 2022).

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W3162-20F048/A
Client Ref. No. - N° de réf. du client
W3162-20-F048

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-1-44032

Buyer ID - Id de l'acheteur
MTA625
CCC No./N° CCC - FMS No./N° VME

4.6 The contractor's presence must be coordinated with the project manager and the contract manager. Repairs will be made at:

MDN/^{3rd} Canada Support Unit (3 SCU)
Building 2 North
Commercial reception
6769 Notre Dame East
Montreal, Quebec, H1N 3R9

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Annex “EXGLOBE Inspection Report”

See attachments.

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Annex “Floor Plans”

See attachments.

Annex “Basis of Payment”

ITEM	DESCRIPTION	TOTAL PRICE
	Corrections to the pallet racking mentioned in the classification of damage table integrated of the EXGLOBE company inspection report as per Annex “Requirement”.	
1	Zone CARP	\$
2	Zone MAINT	\$
3	Zone QM	\$
4	Zone WAREHOUSE	\$
5	Zone 4CFMC	\$
6	Zone PP & S	\$
7	Zone KITTING	\$
8	Zone R & D	\$
9	Zone ADP (exluding rows 4 & 5)	\$
10	TOTAL	\$

Annex “Bid Submission Form”

1. Bidder's Full Legal Name The “Bidder” is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Bidders who are part of a corporate group should identify the corporation that is the actual Bidder.	
Name	[BIDDER'S FULL LEGAL NAME]
2. Procurement Business Number	
	<i>(If the PBN does not match the Bidder's legal name, the Bidder will be determined based on the legal name provided; not based on the PBN, and the Bidder will be required to submit the PBN that matches its legal name.)</i>
3. Identification of Joint Venture Parties For a proposal submitted on behalf of a Joint Venture, provide the information or indicate “N/A” if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solitarily liable for the performance of any resulting contract.	
Name(s) of Joint Venture Member	
PBN(s) of Joint Venture Member	
Authorized Representative of the Bidder	
Name	
Title	
Telephone Number	
Fax Number	
Email	
Name of the Joint Venture, if applicable	
4. Applicable Laws Bidders may substitute the applicable laws of another Canadian province or territory by	

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File No. - N° du dossier
MTA-1-44032

Buyer ID - Id de l'acheteur
MTA625
CCC No./N° CCC - FMS No./N° VME

deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Bidder has not made a change, the Bidder acknowledges its acceptance of the jurisdiction specified in the solicitation.

Applicable Laws

5. Electronic Payments

The Bidder accepts the following payments (please check all that apply):

- ☐ VISA Acquisition Card
- ☐ MasterCard Acquisition Card
- ☐ Direct Deposit (Domestic and International)
- ☐ Wire Transfer (International Only)

Signatures

Signature of Representative authorized to sign on behalf of the Bidder

Name:
Title:
Signature:
Date:

Annex “Bidder Declaration Form”

Bidder's Full Legal Name	
Once you have read and understood each statement, please respond by checking [] each certification below and sign this declaration. The Bidder certifies to Canada that its response below are complete and truthful.	
Federal Contractors Program for Employment Equity (FCP)	
1. Eligibility to Bid Federal Contractors Program for Employment Equity	<p>[] The Bidder, and any of its members if it is a Joint Venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list.</p> <p>https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html</p> <p><i>Canada may declare a bid non-responsive if the Bidder, or any of its members if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.</i></p>
2. Canadian Content Certification	<p>a. This procurement is conditionally limited to Canadian services.</p> <p>b. Subject to the evaluation procedures contained in the bid solicitation, Bidders acknowledge that only bids with a certification that the service offered are Canadian service, as defined in <i>Annex Bid Solicitation Definitions</i>, may be considered.</p> <p>c. Failure to provide this certification completed with the bid will result in the service offered being treated as non-Canadian service.</p> <p>The Bidder certifies that:</p> <p>The service offered is a Canadian service as defined in <i>Annex Bid Solicitation Definitions – Canadian Service</i>. [] Yes [] No</p>
Accuracy and Integrity	
Accuracy of information	[] All the information that the Bidder submits with its bid is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	<p>[] The Bidder complies with Canada's Code of Conduct for Procurement.</p> <p>https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html</p>
Ineligibility and Suspension Policy	[] The Bidder has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy and applicable directives in effect on the bid solicitation issue date.

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	<p><input type="checkbox"/> The Bidder is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy.</p> <p><input type="checkbox"/> The Bidder understands that any subsequent criminal charges or convictions may result in the Bidder's suspension or ineligibility to contract with Canada.</p> <p>Ineligibility and Suspension Policy - Government of Canada's Integrity Regime - Accountability - PSPC (tps-gc-pwgsc.gc.ca)</p>
<p>Ineligibility and Suspension Policy:</p> <p>Provide a complete list of the names of all current directors or owners.</p>	<p>Name: Title:</p> <p>Name: Title:</p> <p>Name: Title:</p> <p>Name: Title:</p> <p>Name: Title:</p>
<p>Former Public Servant</p> <p>Contracts awarded to former public servants ("FPS") who receive a federal government Pension or Lump Sum Payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts awarded to FPS, Bidders must provide the information required below before contract award.</p> <p><i>Please consult the Annex 6A for the definition of "pension" and "lump sum payment."</i></p>	
<p>Is the Bidder an FPS who receives a pension?</p>	<p><input type="checkbox"/> Yes (If yes, please fill out Former Public Servant - Form Receipt of Pension)</p> <p><input type="checkbox"/> No</p>
<p>Is the Bidder an FPS who received a lump sum payment under a Work Force Adjustment Directive?</p>	<p><input type="checkbox"/> Yes (If yes, please fill out Former Public Servant - Form Receipt of Lump Sum Payment)</p> <p><input type="checkbox"/> No</p>

Form: Former Public Servant - Receipt of Pension.

If the Bidder is in receipt of a Pension, the Bidder must provide the following information for each FPS in receipt of a Pension. *Each Bidder acknowledges that the successful Bidder's status, with respect to being a former public servant who received a Pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).*

1. Name of FPS

Date of termination of employment
or retirement from the Public
Service

2. Name of FPS

Date of termination of employment
or retirement from the Public
Service

3. Name of FPS

Date of termination of employment
or retirement from the Public
Service

4. Name of FPS

Date of termination of employment
or retirement from the Public
Service

5. Name of FPS

Date of termination of employment
or retirement from the Public
Service

Form: Former Public Servant - Receipt of Lump Sum Payment. If the Bidder is in receipt of a Lump Sum Payment, please provide the following information the Bidder must provide the following information for each FPS in receipt of a Lump Sum Payment. *Each Bidder acknowledges that the successful Bidder's status, with respect to being a FPS who received a Lump Sum Payment, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).*

1. Name of FPS

Conditions of the Lump Sum Payment incentive

Date of termination of employment

Amount of Lump Sum Payment

Rate of pay on which Lump Sum Payment is based

Period of Lump Sum Payment (start date, end date and number of weeks)

Number and amount of other contracts subject to the restrictions of a work force adjustment program

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2. Name of FPS	
Conditions of the Lump Sum Payment incentive	
Date of termination of employment	
Amount of Lump Sum Payment	
Rate of pay on which Lump Sum Payment is based	
Period of Lump Sum Payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
3. Name of FPS	
Conditions of the Lump Sum Payment incentive	
Date of termination of employment	
Amount of Lump Sum Payment	
Rate of pay on which Lump Sum Payment is based	
Period of Lump Sum Payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
4. Name of FPS	
Conditions of the Lump Sum Payment incentive	
Date of termination of employment	
Amount of Lump Sum Payment	
Rate of pay on which Lump Sum Payment is based	
Period of Lump Sum Payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
5. Name of FPS	
Conditions of the Lump Sum Payment incentive	
Date of termination of employment	
Amount of Lump Sum Payment	
Rate of pay on which Lump Sum Payment is based	
Period of Lump Sum Payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	

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Annex “Security Requirements Check List”