**This document is a sample to outline how a Goods High Complexity RFP could look. Highlighted and italicized clauses in the sample contractual documents have an alternate version available.**

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1. **Solicitation of Offers.**
   1. **Introduction.** Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.
   2. ***Offers.*** *Canada is seeking offers from Offerors to provide* ***{| Describe the Requirement}*** *to [****CLIENT DEPARTMENT****].*
   3. ***Term.*** *The period of the Contract is from date of Contract to [****CONTRACT END DATE****] inclusive.*
   4. ***Delivery Date.****All the deliverables must be received on or before [****Insert delivery date****].*
   5. **Delivery Points.** Delivery of the requirement will be made to delivery point(s) specified at [**Annex- \_\_\_\_\_\_\_\_\_\_**] of the Contract.
   6. **Disclosure of Greenhouse Gas Emissions and Setting of Reduction Targets.** Canada is committed to achieving net-zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitation of offers may include the following:
      1. Evaluation criteria or other instructions in the solicitation of offers or contract documents related to measuring and disclosing your company’s GHG emissions;
      2. Requested or required to join one of the following initiatives in order to submit an offer or if awarded a contract:
         1. Canada’s Net-Zero Challenge
         2. the United Nations Race to Zero
         3. the Science-based Targets Initiative
         4. the Carbon Disclosure Project
         5. the International Organization for Standardization;
      3. Required to provide other evidence of your company’s commitment and actions toward meeting net-zero targets by 2050.

1. **Offer Requirements.**
   1. ***Security Requirements.*** *There are no security requirements associated with this solicitation of offers.*
   2. ***Environmentally Preferable Packaging - Mandatory.***
      1. ***Environmentally Preferable Packaging Specifications.*** *The Offeror must meet the environmentally preferable packaging specifications for this procurement as indicated in the [****Insert*** *Statement of Work* ***OR*** *Statement of Requirement].*
      2. ***Procurement of Environmentally Preferable Plastic Products.*** *Canada is committed to supporting the procurement of environmentally preferable plastic products and the reduction of associated plastic packaging waste to protect the environment by integrating environmentally preferable packaging specifications, in accordance with the* [*Policy on Green Procurement*](https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32573) *and the* [*Government of Canada actions on plastic waste in federal operations*](https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/government-canada-actions-plastic-waste-federal-operations.html)*.*
      3. ***Packaging Material.*** *All packaging material related to this requirement, except for excluded material and specialized packaging as defined below, must be reusable, returnable, or recyclable in accordance with Annex Solicitation of Offers Definitions.*
      4. ***Excluded material.*** *Environmentally preferable material alternatives in packaging tape are not widely available. As a result, packaging tape is considered to be excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.*
      5. ***Specialized packaging.*** *Packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.*

1. **Offeror Requirements.**
   1. **Offeror Responsibilities.** Each Offeror should:
      1. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
      2. prepare its offer in accordance with the solicitation of offers instructions;
      3. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
      4. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
      5. comply with all other requirements of this solicitation of offers.
   2. **Legal Capacity.** The offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership (if Common Law) or a general partnership (if Civil Law), or a corporate body, the Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.
   3. **Compliance with Code of Conduct.** The Offeror must comply with Canada's [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html).
   4. **Ineligibility and Suspension Policy.**
      1. **Mandatory Compliance.** The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the solicitation of offers is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the solicitation of offers. The Offeror must comply with the Policy and Directives, which can be found at the [Office of Supplier Integrity and Compliance website](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance.html).
      2. **Policy Summary.** The Policy sets out the circumstances under which Canada may determine that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers is maintained on the [Office of Supplier Integrity and Compliance website](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance.html).
      3. **Offeror Responsibilities.** The Offeror must provide the following:
         1. a [List of Names for integrity verification](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html) that includes all information required by the Policy (section 13 – Disclosure); and
         2. if the Offeror is unable to certify all of the statements in the sub-clause below entitled ‘’Offeror Certifications’’, a completed [Integrity Declaration Form](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html) providing all requested information and details of any material event that may affect the status of itself, its affiliates or its proposed first-tier subcontractors under the Policy.
      4. **Offeror Certifications.** Subject to the sub-clause below entitled ‘’Integrity Declaration Form’’, by submitting an offer in response to this solicitation of offers, the Offeror certifies that:
         1. it has read and understands the [Ineligibility and Suspension Policy](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html);
         2. it understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
         3. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for the purpose of making a determination of ineligibility or suspension;
         4. none of the circumstances described in [Appendix 2 of the Policy](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html) that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors; and
         5. it is not aware of a determination of ineligibility or suspension issued by Canada that applies to it.
      5. **Integrity Declaration Form.** Where an Offeror is unable to provide any of the certifications required by the sub-clause above entitled ‘’Offeror Certifications’’, at the time of its offer it must submit a completed [Integrity Declaration Form](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html).
      6. **Compliance with Certifications.** Canada will declare non-compliant any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a Contract for providing a false or misleading certification or declaration.
   5. **Conflict of Interest.**
      1. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
         1. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or
         2. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
      2. **Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
      3. **Notification of Rejection.** If Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations.
   6. ***Insurance.*** *The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".*

1. **Offer Submission.**
   1. **Offer Receipt.** Subject to provisions for delayed offers, Canada will consider only offers submitted to the place specified below by the date and time indicated on page 1 of the solicitation of offer:  
      **{|** **Complete as applies**  
      \_\_\_\_\_\_\_\_\_\_ (BRU identification)  
      \_\_\_\_\_\_\_\_\_\_ (Client department name)  
      \_\_\_\_\_\_\_\_\_\_ (physical delivery address)  
      \_\_\_\_\_\_\_\_\_\_ (city, province, postal code)**}**
   2. **Offer Sections.** Offerors are requested to submit their offers separated into the following sections:  
      **{|Remove those that do not apply**  
      Section I: Technical Offer;  
      Section II: Financial Offer;  
      Section III: Offer Submission Form and Offeror Declaration Form; and  
      Section IV: Inuit Benefits Plan**}**
   3. ***Delayed Offers.***
      1. ***Late Offers.*** *Canada will not consider offers delivered after the offer submission closing date and time, unless they qualify as a delayed offer as described below. Canada will return late offers submitted physically, and will delete late offers submitted electronically (while retaining the transaction history).*
      2. ***Cause of Delay.*** *Canada may consider an offer delivered after the solicitation of offers closing date but before Canada awards the Contract if the Offeror 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 offers due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers.*
      3. ***Evidence of Delay.*** *The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date, or (iv) a Canada Post Corporation Connect date and time record indicated in the Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation of offers closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.*
   4. **Customs Clearance.** It is the responsibility of the Offeror to allow sufficient time to obtain Customs clearance, where required, before the offer closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer.
   5. **Offers Submitted by Canada Post Corporation's (CPC) Connect service.**
      1. **Submission by CPC Connect.** Offerors may submit their offers by CPC [Connect](https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page) provided by Canada Post Corporation.
      2. **CPC Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by CPC Connect to:
         1. **{|** PWGSC, National Capital Region at [tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca,](mailto:tpsgc.dgareceptiondessoumissions-abofferReceiving.pwgsc@tpsgc-pwgsc.gc.ca,) **OR**
         2. PWGSC regional offices at (**place regional CPC connect e-mail address here).}**  
            Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.
      3. **CPC Connect Requirements.**
         1. **Submission Process.** To submit an offer using CPC Connect, the Offeror must either:
            1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for CPC 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 offer Receiving Unit requesting to open an CPC Connect conversation. Canada may not answer any requests to open an CPC Connect conversation received after that time.
         2. **Transmission Capacity.** The CPC 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.
         3. **CPC Connect Conversations.** If the Offeror sends an email requesting CPC Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an CPC Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.
         4. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open for at least 30 business days after the solicitation closing date and time.
         5. **Message Fields.** The Offeror must identify the solicitation number in the CPC Connect message field of all electronic transfers.
         6. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
         7. **Canadian Mailing Address.** The use of CPC Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for CPC Connect
      4. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in CPC Connect or communicating through an CPC Connect conversation.
      5. **Errors in CPC Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by CPC Connect.
   6. **Offer Submitted by Mail.**
      1. **Submission by Mail.** Offerors may deliver their offer by mail, in person or by courier to the address specified in the clause entitled “Offer Receipt”.
   7. **Offers Submitted by Fax.**
      1. **Submission by Fax.** Offerors may submit their offers by fax.
      2. **Fax Numbers.** Offerors may submit their offer by fax to
         1. **{|** PWGSC, National Capital Region. The only acceptable fax number for responses to solicitations of offers issued by PWGSC headquarters is 819-997-9776. **OR**
         2. PWGSC regional offices. The fax number for responses to solicitations of offers issued by PWGSC regional office is XXX-XXX-XXXX.**}**
      3. **Errors in Faxed Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a faxed offer.
   8. **Offer Submission Method Restrictions.** Canada will not accept offers submitted in any other manner.
   9. ***Discrepancies.***
      1. ***Submission via CPC Connect Service.*** *If the Offeror provides simultaneous copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through CPC Connect service, the wording of the copy provided through CPC Connect service will have priority.*
      2. ***Submission via Other Methods.*** *In all other cases of discrepancy, the wording of the hard copy of the offer will have priority.*
   10. **Offer Submission Requirements.**
       1. **Authority.** Each Offeror (and each member of a Joint Venture submitting an offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an offer, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the offer, Canada will provide it a deadline to do so).
       2. **Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an offer) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](https://srisupplier.contractscanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbnRybyZpZD0y&amp;lang=eng).
       3. **Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the solicitation of offers closing date and time are clearly visible on any envelope or parcels containing samples or any paper offer as applicable
       4. **Validity of Offers.** Offers will remain open for acceptance for a period of not less than **{|** 60 **Amend if required}** calendar days from solicitation of offers closing date, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the offer validity period. If all compliant Offerors agree to extend their offers, Canada will continue with the evaluation of the offers. If not all compliant Offerors extend their offers, Canada, at its sole discretion, will either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation of offers.
       5. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.
       6. **Offer Become Property of Canada.** Offers received on or before the solicitation of offers closing date and time will become the property of Canada and Canada will not return them to Offerors. Canada will treat all offers as confidential, subject to the provisions of the [Access to Information Act](https://laws-lois.justice.gc.ca/eng/acts/A-1/index.html) and the [Privacy Act](https://laws-lois.justice.gc.ca/eng/acts/P-21/index.html).
       7. **No Assignment of Offers.** An offer cannot be assigned or transferred in whole or in part.
   11. **Technical Difficulties of Offer Transmission.** Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:
       1. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR
       2. The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.
   12. **Completeness of the Offer.** After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is compliant to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:
       1. certifications and securities required at offer closing are included;
       2. offers are properly signed, that the offeror is properly identified;
       3. acceptance of the terms and conditions of the solicitation of offers and resulting contract;
       4. that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
   13. **Provision of Documentation.** Canada will make available Notices of Proposed Procurement, solicitation of offers, 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 Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors 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 Offeror's part nor for notification services offered by a third Party.
   14. **Offer Costs.** The Offeror is solely responsible for all costs associated with preparing and submitting its offer, as well as any costs it incurs in the evaluation of its offer.
   15. **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. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those of [**PROVINCE OR TERRITORY**].
   16. **Entire Requirement.** The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

1. **Communications.**
   1. **Communications During Solicitation of Offers Period.** To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the Contracting Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.
      1. **Period for Questions.** Offerors should submit all questions in writing no later than [**Offer question period days**] business days before the offer closing date. Canada may not respond to questions submitted after this.
      2. **Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
      3. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.
   2. **Offer Debriefings.** Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Contracting Authority within 15 business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.
   3. **Offer Challenge and Recourse Mechanisms.**
      1. **Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
      2. **Offer Challenge and Recourse Mechanisms.** Canada encourages suppliers to bring their concerns first to the attention of the Contracting Authority. Canada’s [Buy and Sell](https://buyandsell.gc.ca/) website, 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:
         1. Office of the Procurement Ombudsman (OPO)
         2. Canadian International Trade Tribunal (CITT)
      3. **Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

1. **Technical Proposal and Forms.**
   1. **Technical Offer Contents.**
      1. **Requirements.** Offerors should:
         1. demonstrate their understanding of the requirements contained in the solicitation of offers;
         2. concisely explain how they will meet these requirements; and
         3. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.
      2. **Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.
   2. **Offer Submission Form.** Each Offeror is required to include the Offer Submission Form (Annex Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.
   3. **Offeror Declaration Form.** Each Offeror is required to include the Offeror Declaration Form (Annex Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

1. **Financial Proposal.**
   1. **Financial Offer.** Offerors must submit their financial offer in accordance with the **{|** **insert:** "Financial Offer Presentation Sheet detailed below" **OR** "in Annex \_\_\_\_" **OR** "Pricing Schedule detailed below" **OR** "Annex Basis of Payment".**}**
   2. ***Exchange Rate Fluctuation.*** *Canada is not offering exchange rate fluctuation risk mitigation for this solicitation of offer. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.*

1. **Technical Evaluation.**
   1. ***Mandatory Technical Criteria.*** *Canada will review each offer for compliance with the mandatory technical criteria of the solicitation of offers. Any element of the technical criteria identified specifically with the words “must” or “mandatory” is a mandatory requirement. The mandatory technical criteria are:****{|******Insert Mandatory Technical Criteria}***

1. **Financial Evaluation.**
   1. **Financial Evaluation Criteria.**
      1. **{|Insert Financial Evaluation Criteria}**
   2. ***Evaluation of Price.*** *Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.*
   3. **Price Justification.** If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:
      1. a current published price list indicating the percentage discount available to Canada;
      2. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
      3. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
      4. price or rate certifications; and
      5. any other supporting documentation that Canada may request.

1. **Evaluation Procedures.**
   1. **Assessment.** Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the [**INSERT** “Technical”, “Management”, “Financial”] evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.
   2. **Conduct of Evaluation.**
      1. **Support for Offer Requirements.** Canada may, but will have no obligation to, do the following:
         1. seek clarification or verification as to any information provided,
         2. contact any references to verify any information it submitted,
         3. request information about the Offeror’s legal status,
         4. conduct a survey of the Offeror’s facilities,
         5. examine the Offeror's its technical, managerial, and financial capabilities,
         6. correct any error in
            1. the extended pricing of offers by using unit pricing, or
            2. the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
         7. verify any information the Offeror provided, or
         8. interview, at the Offeror’s sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
      2. **Compliance.** The Offeror must comply with any such request within the time specified in Canada’s request. Failure to comply will render the offer non-compliant.
   3. **Evaluation Based on Documents Provided.** Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. 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 offer.
   4. ***Evaluation Team.****An evaluation team composed of representatives of Canada will evaluate the offers.*
   5. **Rights of Canada.** Canada may:
      1. reject any or all offers in response to the solicitation of offers;
      2. enter into negotiations with Offerors on any or all aspects of their offers;
      3. accept any offer in whole or in part without negotiations;
      4. cancel the solicitation at any time;
      5. reissue the solicitation;
      6. if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation of offers by inviting only the Offerors who submitted an offer to resubmit within a period designated by Canada; or
      7. negotiate with the sole compliant Offeror to ensure the best value to Canada.
   6. **Rejection of Offer.** Canada may reject an offer where:
      1. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
      2. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
         1. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders them ineligible to offer on the requirement;
         2. 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;
         3. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
      3. **Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
      4. **Poor Performance.** In Canada’s opinion, the Offeror’s performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
      5. **Not Good Value.** In Canada’s opinion, it does not offer good value to Canada;
      6. **Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
         1. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
         2. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.
      7. **Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the Contracting Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

1. **Basis of Selection.**
   1. ***Lowest Evaluated Price with Mandatory Technical Criteria.*** *For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers and meet all mandatory technical evaluation criteria. Canada will consider the compliant offer with the lowest evaluated price for award.*

**RESULTING CONTRACT CLAUSES**

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

1. **Summary.**
   1. ***Contract Summary.*** *The Contract is for the [****DESCRIPTION OF THE GOODS SUPPLIED OR SERVICES PROVIDED OR BOTH****], as described in the [****Choose*** *Statement of Work, Requirement,* ***OR*** *Technical Specifications] in Annex [****Name of Annex****].*

1. **Performance of Work.**
   1. ***No Security Requirement.*** *There is no security requirement applicable to the Contract.*
   2. **Conduct of the Work.**
      1. **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:
         1. perform the Work diligently and efficiently;
         2. except for Government Property, supply everything necessary to perform the Work;
         3. 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;
         4. select and employ a sufficient number of qualified people; and
         5. 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.
      2. **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.
      3. **The Contractor represents and warrants** that it and all its resources and subcontractors:
         1. are competent to perform the Work;
         2. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
         3. have the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
         4. will maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.
      4. **Reports.** The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
   3. **Condition of Material.** Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the offer closing date or, if there was no offer solicitation, the date of the Contract.
   4. **Personnel.**
      1. **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.
      2. **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.
      3. **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.
   5. **Subcontracts.**
      1. **Subcontracting Requirements.** The Contractor may subcontract the performance of the Work, provided:
         1. the Contractor obtains the Contracting Authority’s prior written consent;
         2. any subcontractor is bound by conditions compatible with the terms of the Contract and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor; and
         3. the Contractor remains liable to Canada for all the Work performed by the subcontractor.
      2. **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:
         1. purchase "off-the-shelf" items and any standard articles and materials ordinarily produced by manufacturers in the normal course of business;
         2. subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
         3. 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
         4. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (b)i), (b)ii), and (b)iii).
      3. **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.
   6. **Specifications.**
      1. Canada owns all Specifications it provides the Contractor and the Contractor must only use them to perform the Work.
      2. 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.

1. **Term of the Contract.**
   1. ***The Contract Term.*** *The contract shall remain in effect until* ***{|(Remove what doesn't apply)*** *delivery of the Goods is made or* ***(Delivery date)}****.*
   2. **Delivery Date.** All the deliverables must be received on or before [**Insert delivery date**].

1. **Delivery of Goods.**
   1. ***Delivery Obligation.*** *The Contractor must deliver the Goods* ***Delivered Duty Paid (DDP)*** *[****Insert named place of destination****]* ***Incoterms 2020.***
   2. **Delivery Points.** Delivery of the requirement will be made to delivery point(s) specified at [**Insert annex title**] of the Contract.
   3. **Delivery Costs.** The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada’s shipping practice.

1. **Transportation.**
   1. **Transportation Costs and Carrier Liability.**
      1. **Transportation Costs.** If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, the Contractor must ship using the most direct and economical means consistent with normal shipping practice. The Contractor must show these costs as a separate item on the invoice.
      2. **Transportation Carriers’ Liability.** The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government determined by the Incoterms applicable to the Contract. Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.
   2. **Shipping Documentation.** When shipping goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If Canada has inspected the goods at the Contractor's plant, the Contractor must attach the signed inspection voucher to the packing slip.

1. **Inspection and Acceptance.**
   1. **Inspection, Rejection and Cure.**
      1. **Canada’s Rights.** All the Work is subject to inspection and acceptance by Canada.
         1. **Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada’s inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
         2. **Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.
      2. **Contractor’s Obligations.**
         1. **Access to Locations.** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit.
         2. **Assistance.** The Contractor must provide all assistance and facilities, test pieces, samples, and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
         3. **Contractor Inspection.** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.
         4. **Inspection Records.** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

1. **Basis of Payment.**
   1. ***Basis of Payment – Fixed Price (all Work).*** *In consideration of the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor for the Work described in the* ***{|*** *(****Insert*** *“Contract”* ***OR*** *“Annex Statement of Work”* ***OR*** *“Annex Statement of Requirement) a fixed price of $(****Contracting Authority to insert the amount at Contract award****). Customs duties are \_\_\_\_\_\_\_\_ (****Insert*** *"included", "excluded"* ***OR*** *"subject to exemption) and Applicable Taxes are extra.****}***

1. **Fees.**
   1. ***Limitation of Expenditure.***
      1. ***Total Expense.*** *Canada's total liability to the Contractor under the Contract must not exceed $ [****Insert limitation****]. Customs duties are [****Insert*** *"included", "excluded"* ***or*** *"subject to exemption"] and Applicable Taxes are extra.*
      2. ***Modifications.*** *No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:* 
         1. *when it is 75% committed, or*
         2. *four months before the contract expiry date, or*
         3. *as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
            whichever comes first.*
      3. ***Estimates.*** *If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.*

1. **Payments.**
   1. **Invoices.**
      1. **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.
      2. **Invoice Details.** Invoices must show:
         1. 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);
         2. 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;
         3. deduction for holdback, if applicable;
         4. the extension of the totals, if applicable;
         5. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
         6. 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.
      3. **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.
      4. **Exemptions.** The Contractor is not entitled to use Canada’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
      5. **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.
   2. ***Invoicing Instructions.***
      1. ***Invoice Submission.*** *The Contractor cannot submit any invoices until all Work identified in the invoice is completed.*
      2. ***Invoice Support.*** *The Contractor must support each invoice with****{|Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.***
         1. *a copy of time sheets to support the time claimed,*
         2. *a copy of the release document and any other required documents,*
         3. *a copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses, and*
         4. *a copy of the monthly progress report.* ***}***
      3. ***Invoice Distribution.*** *The Contractor must forward:* 
         1. *the invoice to the address shown on page 1 of the Contract for certification and payment.  
            OR*
         2. *the invoice to the following address for certification and payment:****{|****\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***(Insert the name of the organization)*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***(Insert the address of the organization)}***
         3. *one copy to the Contracting Authority.****{|Insert additional distribution as applicable. The following is an example: “one copy must be forwarded to the consignee.”}***
   3. **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.
   4. **Late Payments.**
      1. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
      2. **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.
   5. **Electronic Payment of Invoices.** The Contractor accepts that Canada will use the following electronic payment instruments:  
      **{|** **Remove what does not apply**:
      1. Visa Acquisition Card,
      2. MasterCard Acquisition Card,
      3. Direct Deposit (Domestic and International),
      4. Electronic Data Interchange (EDI),
      5. Wire Transfer (International Only)
      6. Large Value Transfer System (LVTS) (Over $25M)**}**
   6. **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.
   7. **Taxes.**
      1. Federal government departments and agencies are required to pay Applicable Taxes.
      2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
      3. The Contractor is not entitled to use Canada’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
      4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
      5. Tax Withholding of 15 Percent – Canada Revenue Agency.  
         Pursuant to the [Income Tax Act](https://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._945/index.html), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](https://www.canada.ca/en/revenue-agency/cra-canada.html?utm_campaign=not-applicable&utm_medium=redirect&utm_source=cra-arc.gc.ca_redirect). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

1. **Method of Payment.**
   1. ***Single Payment.*** *Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:* 
      1. *the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents*
      2. *Canada has verified all such documents, and*
      3. *Canada has accepted the Work performed.*

1. **Warranties.**
   1. ***Warranty.***
      1. ***General Warranty.*** *The Contractor states that the Work will be new, conform to the Specifications, and be free from defects in design, material and workmanship during the longer of Contractor’s standard warranty period and 12* ***{|******Amend if required}*** *months after Canada accepts the Work (the “Warranty Period”).*
      2. ***Government Property.*** *With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.*
      3. ***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.*
      4. ***Defective or Non-conforming Work.*** *The Work or any part of the Work found to be defective or non-conforming, will be returned to the Contractor's plant for replacement, repair or making good. However, when 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, the Contractor will be paid the fair and reasonable Cost (including reasonable 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.*
      5. ***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.*
   2. **Warranty Remedies.**
      1. **Goods.** If the Contractor fails to replace or repair goods, within the specified time to replace or repair any nonconforming or defective goods, Canada may equitably reduce the Contract Price, or at the Contractor’s expense:
         1. purchase the goods via another supplier; or
         2. remedy or have remedied any defective or non-conforming goods.
      2. **Services.** The Contractor states that it will perform all services as part of the Work, in a professional manner in accordance with generally accepted industry practices. If at any time during the Warranty Period, Canada discovers a defect or non-conformance in any service, the Contractor must at its own expense, correct or re-perform the nonconforming service as soon as possible.
      3. **Data and Reports.** The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
   3. **Extension of Warranty.** The Contractor must automatically extend the Warranty Period by the duration of any period or periods where the Work is unavailable for use by Canada or Canada cannot use the Work because of a defect or non-conformance during the original Warranty Period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of:
      1. the Warranty Period remaining, including the extension, or
      2. 90 days or such other period as the Parties may specify for that purpose.

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

1. **Government Property.**
   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.
   2. **Use of Property.** The Contractor must use all Government Property solely for the purpose of the Contract and all Government Property remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
   3. **Return of Property.** The Contractor must return all Government Property, unless the Contractor installs or incorporates it in the Work. All scrap and all waste materials, articles or things that are Government Property must, remain the property of Canada and must be disposed of only as directed by Canada.
   4. **Inventory of Property.** At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide Canada an inventory of all Government Property relating to the Contract.

1. **Use and Translation of Written Material.**
   1. **Copyright and Right to Use.** Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
   2. **Translated Materials.** If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1. **Confidentiality.**
   1. **Confidentiality Obligations.**
      1. **Contractor's Obligations.** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work.  This includes any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform a subcontract as long as the subcontractor agrees to keep the information confidential and the subcontractor only uses the information to perform a subcontract.
      2. **Canada's Obligations.** Subject to the [Access to Information Act](https://laws-lois.justice.gc.ca/eng/acts/A-1/) and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
   2. **Use Solely for the Purpose.** The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be.
   3. **Return of Information.** The Contractor must deliver to Canada any such information, together with every copy, draft, working paper, and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
   4. **Non-Confidential Information.** The obligations of the Parties set out in this section do not apply to any information if the information:
      1. is publicly available from a source other than the other Party; or
      2. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
      3. is developed by a Party without the use of the information of the other Party.
   5. **Marking.** Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of [**NAME OF CONTRACTOR**], permitted Government uses defined under Public Works and Government Services (PWGSC) Contract ID [**CONTRACT ID**]. Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

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

1. **Accounts and Audit.**
   1. **Accounts and Records.**
      1. **Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.
      2. **Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.
      3. **Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
      4. **Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada’s representatives during normal business hours at the Contractor’s office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.
      5. **Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.
      6. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
      7. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.
   2. **Time Records.** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

1. **Insurance.**
   1. ***Insurance Requirements.*** *The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligations under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at the Contractor’s expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.*

1. **Certifications and Additional Information.**
   1. **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 offer 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.
   2. **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
   3. **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/cca-ccp-eng.html).
   4. **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](https://laws-lois.justice.gc.ca/eng/acts/L-12.4/)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:
      1. "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in solicitating, negotiating or obtaining the Contract; and
      2. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](https://laws-lois.justice.gc.ca/eng/acts/L-12.4/) 1985, c. 44 (4th Supplement).
   5. **No Bribe.** The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.
   6. **No Influence; No Financial Interest.** The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.
   7. **No Conflict.** The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, “conflict” means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.
   8. **Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](https://laws-lois.justice.gc.ca/eng/acts/C-36.65/), 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 from the Contract.
   9. **Integrity Provisions.** The Contract incorporates the Ineligibility and Suspension Policy and all related Directives incorporated by reference into the solicitation of offers 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.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html).
   10. **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 throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer” list. The imposition of such a sanction by ESDC will result in the Contractor being in default.
   11. **Invoice Submittal Certification.**  By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

1. **International Sanctions.**
   1. **Sanctions Limitations.** Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to [economic sanctions](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng).
   2. **Contractor Obligations.**
      1. The Contractor must:
         1. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
         2. comply with changes to the regulations imposed during the Contract Period, and
         3. 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.
      2. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

1. **Anti-forced Labour Requirements.**
   1. **Contractor's Statement.** The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff](https://laws-lois.justice.gc.ca/eng/acts/c-54.011/FullText.html) – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.
   2. **Effect of Tariff Classification Determination or Investigation.** If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff](https://laws-lois.justice.gc.ca/eng/acts/C-54.011/page-2.html#h-142823) – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may immediately terminate the Contract for default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.
   3. **Canada’s Reasonable Grounds for Termination.** If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include
      1. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](https://www.congress.gov/bill/114th-congress/house-bill/644/text) (TFTEA) of 2015, or
      2. Credible evidence from a reliable source.
   4. **Contractor’s Conviction in Canada of Specified Offences.** Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](https://laws-lois.justice.gc.ca/eng/acts/c-46/) or the [Immigration and Refugee Protection Act](https://laws.justice.gc.ca/eng/acts/i-2.5/):
      1. **Criminal Code.**
         1. section 279.01 (Trafficking in persons),
         2. section 279.011 (Trafficking of a person under the age of eighteen years),
         3. subsection 279.02(1) (Material benefit - trafficking),
         4. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
         5. subsection 279.03(1) (Withholding or destroying documents - trafficking),
         6. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
      2. **Immigration and Refugee Protection Act.**
         1. section 118 (Trafficking in persons).
   5. **Contractor’s Conviction Abroad of Similar Offences.** If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada’s opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Contractor’s Conviction in Canada of Specified Offences, Canada may immediately terminate the Contract for default.
   6. **Determination of Similarity of Offences.** For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:
      1. in the case of a conviction, whether the court acted within its jurisdiction,
      2. whether the Contractor was afforded the right to appear during the court’s proceedings or to submit to the court’s jurisdiction,
      3. whether the court’s decision was obtained by fraud, or
      4. whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.
   7. **Representations from Contractor.** If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada’s notice of concern**.**

1. **Termination and Suspension.**
   1. **Termination for Convenience.**
      1. **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.
      2. **Effect of Termination.** Upon termination for convenience of the Contract
         1. the Contractor must comply with the requirements of the termination notice; or
         2. 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.
      3. **Payments.** Canada will pay the Contractor
         1. 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;
         2. 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](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-10#_0-65), for any part of the Work commenced, but not completed, before the date of the termination notice; and
         3. 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.
      4. **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.
      5. **Acknowledgments.**
         1. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
         2. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
         3. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
   2. **Termination on Default.**
      1. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
         1. fails to perform any term of the Contract, or
         2. 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.
      2. **Effect of Termination.**
         1. 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.
         2. For (a)(ii) above, the termination will take effect immediately.
         3. **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.
         4. **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.
         5. **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.
         6. **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.
         7. **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.
      3. **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.
   3. **Suspension of the Work.**
      1. **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.
      2. **Effect of Suspension.** When Canada suspends 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.
      3. **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.

1. **Remedies and Liabilities.**
   1. **Liability.**
      1. **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.
      2. **Contractor Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.
      3. **Canada Liability.** Canada is liable for any damage caused by Canada, its employees, or agents to the Contractor or any third party.
      4. **Damages.** Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1. **Intellectual Property Infringement and Royalties.**
   1. **Third-Party Claims.**
      1. **Notification.** The Parties agree to immediately notify the other Party in the event a third party makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work.
      2. **Defense.** Canada must control the defense of third party intellectual property infringement or royalty claims or request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable because of the claim, including the amount of any settlement.
      3. **Settlement.** The Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
      4. **Exceptions.** The Contractor has no obligation regarding claims only made because:
         1. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
         2. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
         3. the Contractor used equipment, drawings, Specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
         4. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "(Name of Supplier) acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under the contract infringes any intellectual property right, (Name of Supplier), if requested to do so by either (Name of Contractor) or Canada, will defend both (Name of Contractor) and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
   2. **Contractor Obligations.**
      1. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
         1. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
         2. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
         3. take back the Work and refund any part of the Contract Price that Canada has already paid.
      2. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.
   3. **Damages Caused by Contractor.** If Canada is required because of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada any amount determined by a final judgment of a court of competent jurisdiction or by arbitration to be the Contractor's portion of the damages to the third party.

1. **General Provisions.**
   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.
   2. **Entire Agreement.** The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.
   3. **Amendment.**
      1. Amendments to the Contract must be in writing and signed by the Parties.
      2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.
   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.
   5. **Assignment.**
      1. The Contractor may only assign this agreement if
         1. Canada agrees to the assignment in writing; and
         2. the Contractor remains responsible for the assignee’s performance.
      2. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
   6. **Successors and Assigns.** The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.
   7. **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. Any notice is effective on the day received.
   8. **Applicable Laws.** The laws in force in [**APPLICABLE LAW PROVINCE**] 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.
   9. **Dispute Resolution.**
      1. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
      2. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
      3. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
      4. **Dispute Resolution Options.** Parties can find alternative dispute resolution options 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)".
   10. **Powers of Canada.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.
   11. **Time of the Essence.** It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.
   12. **Excusable Delay.**
       1. **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
          1. is beyond the reasonable control of the party,
          2. could not reasonably have been foreseen,
          3. could not reasonably have been prevented by means reasonably available to the party, and
          4. 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 Contractor proposes to take in order to minimize the impact of the event causing the delay.
       2. **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.
       3. **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.
       4. **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.
       5. **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:
          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.
       6. **Total Payments.** 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.
   13. **Waiver.**
       1. 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.
       2. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.
   14. **Severability.** If a court of competent jurisdiction declares any provision of the Contract unenforceable, illegal, or invalid, the remainder of the Contract remains in force.
   15. **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:
       1. these Articles of Agreement;
       2. Annex Contract Definitions;
       3. **{|** (**Insert** Annex Statement of Work **or** Annex Statement of Requirement);
       4. Annex Basis of Payment;
       5. Annex Security Requirements Check List (**If applicable**);
       6. Annex Inuit Benefits Plan (**If applicable**);
       7. Annex Inuit Benefits Plan Progress Report (**If applicable**);
       8. **Insert additional Annex if applicable**;
       9. the signed Task Authorizations (including all of its annexes, if any) (**If applicable**);
       10. the Contractor's offer dated (**Insert date of offer**)(**If the offer was clarified or amended, insert the following**) "at the time of contract award:", as clarified on (**Insert date**)" **OR** ", as amended on (**Insert date(s) of clarification(s) or amendment(s)**)"**}**
   16. **Survival.** All the Parties' obligations of confidentiality, any representations and warranties set out in the Contract as well as the provisions, which by their nature might reasonably be expected to survive, will survive the expiry or termination of the Contract.

1. **Authorities.**
   1. **Contracting Authority.**
      1. The Contracting Authority for the Contract is: **{| CONTRACTING AUTHORITY NAME**  
         Tel.:  
         E-mail:  
         Address:  
         Department Name: **}**
      2. 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.
   2. **Project Authority.**
      1. The Project Authority for the Contract is: **{| PROJECT AUTHORITY NAME**  
         Tel:  
         E-mail:  
         Address:  
         Department Name: **}**
      2. 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.
   3. **Contractor's Representative.**
      1. The Contractor's Representative for the Contract is: **{| CONTRACTOR REPRESENTATIVE NAME**  
         Tel:  
         E-mail:  
         Address:
      2. **Insert and revise if applicable:** Delivery follow-up contact: **CONTRACTOR REPRESENTATIVE NAME**  
         Tel:  
         E-mail:  
         Address: **}**

**Annex Solicitation of Offers Definitions**

In this solicitation of offers, unless the context otherwise requires, the following terms have the following meanings.

**"Articles of Agreement"** means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

**“Canadian Good”** means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content 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)](https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng) 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 replaced with "Canada". (Consult [Section 3.130](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-3#_3-130) and [Annex 3.6](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-3-annexes#_3-6) of the Supply Manual for further information.)

**“Canadian Service”** means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

**"Variety of Goods"** means that if a requirement consists of more than one good, Canada will apply one of the following methods:  
a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or  
b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

**"Variety of Services"** means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

**"Mix of Goods and Services"** means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.  
For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

**"Other Canadian Goods and Services"** meansCanada may consider textiles 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 solicitation of offers or, if there was no solicitation of offers, 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;

**“Excluded Material”** refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;

“**Former Public Servant**” is any former member of a department as defined in the [Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/f-11/), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

(a) an individual;

(b) an individual who has incorporated;

(c) a partnership made of former public servants; or

(d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;

“**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 offer 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;

“**Net-Zero Challenge or Equivalent**” means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, ‘United Nations Race to Zero’ or ‘Science-Based Targets Initiative (SBTI)’ or ‘Carbon Disclosure Project (CDP)’ or ‘International Organization for Standardization (ISO) – ISO 14064-1:2018’

“**Offeror**” means the person or entity (or, in the case of a Joint Venture, the persons or entities) submitting an offer. An Offeror can be a sole proprietorship, corporation, a partnership, a Joint Venture or a natural person;

**“Packaging”** means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](https://www.iso.org/obp/ui/#iso:std:iso:21067:-1:ed-1:v1:en));

"**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](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](http://laws-lois.justice.gc.ca/eng/acts/S-24/page-2.html), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/C-17/page-1.html), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](http://laws.justice.gc.ca/eng/acts/D-1.3/), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](http://laws.justice.gc.ca/eng/acts/R-10.6/), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/R-11/page-19.html), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](http://laws-lois.justice.gc.ca/eng/acts/M-5/index.html), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](http://laws-lois.justice.gc.ca/eng/acts/C-8/index.html), R.S., 1985, c. C-8;

**“Recyclable”** means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](https://www.iso.org/obp/ui/#iso:std:iso:14021:ed-2:v1:en:sec:7.7.1));

**“Recyclable packaging”** means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](https://www.unep.org/new-plastics-economy-global-commitment));  
**“Returnable (to the Contractor)”** means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;  
**“Reusable (by Canada)”** means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](https://www.iso.org/obp/ui/#iso:std:iso:14021:ed-2:v1:en:sec:7.2.1));

"**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](https://laws-lois.justice.gc.ca/eng/acts/i-3.3/index.html); (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](https://laws.justice.gc.ca/eng/regulations/C.R.C.%2C_c._698/page-1.html); (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;

**“Specialized packaging”** means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled;

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

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

**Annex Contract Definitions**

**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.

**"Articles of Agreement"** means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.

"**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**", “**His Majesty**” or "**the Government**" means His Majesty the King 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 that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content 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)](https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng) 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 replaced with "Canada". (Consult [Section 3.130](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-3#_3-130) and [Annex 3.6](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-3-annexes#_3-6) of the Supply Manual for further information.)

**“Canadian Service”** means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

**"Variety of Goods"** means that if a requirement consists of more than one good, Canada will apply one of the following methods:  
a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or  
b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

**"Variety of Services"** means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

**"Mix of Goods and Services"** means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.  
For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

**"Other Canadian Goods and Services"** meansCanada may consider textiles 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 solicitation of offers or, if there was no solicitation of offers, 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.

**“Excluded Material”** refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

"**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.

“**Net-Zero Challenge or Equivalent**” means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, ‘United Nations Race to Zero’ or ‘Science-Based Targets Initiative (SBTI)’ or ‘Carbon Disclosure Project (CDP)’ or ‘International Organization for Standardization (ISO) – ISO 14064-1:2018’

"**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.

**“Packaging”** means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](https://www.iso.org/obp/ui/#iso:std:iso:21067:-1:ed-1:v1:en)).

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

**“Recyclable”** means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](https://www.iso.org/obp/ui/#iso:std:iso:14021:ed-2:v1:en:sec:7.7.1)).

**“Recyclable packaging”** means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](https://www.unep.org/new-plastics-economy-global-commitment)).

**“Returnable (to the Contractor)”** means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.

**“Reusable (by Canada)”** means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](https://www.iso.org/obp/ui/#iso:std:iso:14021:ed-2:v1:en:sec:7.2.1)).

"**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](https://laws-lois.justice.gc.ca/eng/acts/i-3.3/index.html); (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](https://laws.justice.gc.ca/eng/regulations/C.R.C.%2C_c._698/page-1.html); (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.

**“Specialized packaging”** means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

"**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 Offer Submission Form**

|  |  |
| --- | --- |
| **1. Offeror’s Full Legal Name** The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror. | |
| **Offeror's Full Legal Name** |  |
| **2. Offeror's Procurement Business Number (PBN)** If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.  **PBN is not required at Offer closing, but required prior to contract award.** | |
| **Offeror's Procurement Business Number (PBN)** |  |
| **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 solidarily liable for the performance of any resulting contract. | |
| **Name(s) of Joint Venture Member** |  |
|  |  |
|  |  |
|  |  |
| **PBN(s) of Joint Venture Member** |  |
|  |  |
|  |  |
|  |  |
| **Authorized Representative of the Offeror** |  |
| Name |  |
| Title |  |
| Telephone Number |  |
| Fax Number |  |
| Email |  |
| **Name of the Joint Venture, if applicable** |  |
|  |  |
| **4. Applicable Laws** Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation**.** | |
| **Applicable Laws** |  |
| **5. Electronic Payments** The Offeror accepts the following payments (please check all that apply): | |
| ( ) VISA Acquisition Card ( ) MasterCard Acquisition Card ( ) Direct Deposit (Domestic and International) ( )Electronic Data Interchange (EDI) ( ) Wire Transfer (International Only) ( ) Large Value Transfer System (LVTS) (Over $25 million dollars) | |
| **6. Language preferences** The Offeror wishes that communications and documents be made in: | |
| ( ) English ( ) French | |
| **Signatures** | |
| Signature of representative authorized to sign on behalf of the Offeror |  |
| Name: |  |
| Title: |  |
| Date: |  |

**Annex Offeror Declaration Form**

|  |  |  |
| --- | --- | --- |
| **Offeror's Full Legal Name** | |  |
| Once you have read and understood each statement, please respond by checking ( ) for each certification below. The Offeror certifies to Canada that its responses below are complete and truthful. | | |
| **Acceptance of Clauses and Conditions** | | |
| ( ) Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting contract. | | |
| **Federal Contractors Program for Employment Equity (FCP)** | | |
| **Eligibility to submit an offer** Federal Contractors Program for Employment Equity | ( ) The Offeror, 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed)" list. Canada may declare an offer non-compliant if the Offeror, or any of its members if the Offeror is a joint venture, appears on the “FCP Limited Eligibility to Bid" list at the time of contract award. | |
| **Accuracy and Integrity** | | |
| Accuracy of information | ( ) All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below. | |
| Code of Conduct for Procurement | ( ) The Offeror complies with Canada’s [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html). | |
| Ineligibility and Suspension Policy | The Offeror certifies that:  ( ) It has read and understands the [Ineligibility and Suspension Policy](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html). ( ) It understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy. ( ) It is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for the purpose of making a determination of ineligibility or suspension. ( ) None of the circumstances described in [Appendix 2 of the Policy](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html) that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors. ( ) It is not aware of a determination of ineligibility or suspension issued by Canada that applies to it. Where an Offeror is unable to provide any of the above certifications, at the time of its offer it must submit a completed [Integrity Declaration Form](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html). | |
| **Signatures** | | |
| Signature of representative authorized to sign on behalf of the Offeror | |  |
| Name: | |  |
| Title: | |  |
| Date: | |  |

**Annex Statement of Requirement**

**{| Insert SOR}**

**Annex Basis of Payment**

**{| Insert Basis of Payment}**

**Annex Technical Criteria**

**{| Insert Mandatory and Point Rated Technical Criteria as applicable }**