



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

spm�.registration@tpsgc-pwgsc.gc.ca

Date of Solicitation - Date de la demande 2023-09-27	
Address inquiries to - Adresser toute demande de renseignements à : Daphne Klassen-Hayes daphne.klassen-hayes@tpsgc-pwgsc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 613-296-0230	Facsimile No. N° de télécopieur
Destination Specified Herein	

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. N/A . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

N/A . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande SPMD-23-WCSS/A	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 1400h on - le 2023-10-12	File No. - N° de dossier SPMD-23-WCSS



**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

Table of Contents

SOLICITATION OF OFFERS	7
1.0 Solicitation of Offers.	7
1.1 Summary.	7
1.2 Term.	7
1.3 Phased Solicitation.....	7
2.0 Offer Requirements.	8
2.1 Security Requirements.....	8
3.0 Offeror Requirements.....	8
3.1 Offeror Responsibilities.	8
3.2 Legal Capacity.	8
3.3 Compliance with Code of Conduct.....	8
3.4 Ineligibility and Suspension Policy.	8
3.5 Conflict of Interest.	8
3.6 Insurance.....	9
4.0 Offer Submission.....	9
4.1 Offer Receipt.....	9
4.2 Offer Sections.....	9
4.3 Delayed Offers.	9
4.5 Offer Submission Method Restrictions.....	9
4.6 Offer Submission Requirements.	9
4.7 Technical Difficulties of Offer Transmission	10
4.8 Completeness of the Offer.....	10
4.9 Provision of Documentation.	10
5.0 Communications.	11
5.1 Communications During Solicitation of Offers Period.....	11
5.2 Improvement of Requirement During Solicitation Period.....	11
5.3 Offer Debriefings.....	11
5.4 Offer Challenge and Recourse Mechanisms.	11
6.0 Proposal and Forms.	12
6.1 Technical Offer Contents.....	12
6.2. Offer Submission Form.	12

6.3.	Offeror Declaration Form.....	12
7.0	Financial Proposal.	12
7.1	Exchange Rate Fluctuation.	12
8.0	Technical Evaluation.	12
8.1	Mandatory Technical Criteria.	12
9.0	Financial Evaluation.	13
9.1	Financial Evaluation Criteria.	13
9.2	Price Justification.	13
10.0	Evaluation Procedures.	13
10.1	Assessment.	13
10.2	Conduct of Evaluation.....	13
10.3	Evaluation Based on Documents Provided.....	13
10.4	Evaluation Team.....	14
10.5	Rights of Canada.	14
10.6	Rejection of Offer.....	14
	RESULTING CONTRACT CLAUSES	16
1.0.	Summary.....	16
1.1.	Summary.....	16
2.0	Performance of Work.....	16
2.1	No Security Requirement.....	16
2.2	Conduct of the Work.....	16
2.3	Condition of Material.....	16
2.4	Subcontracts.	16
3.0	Term of the Contract.....	17
3.1	The Contract Term.	17
3.2	Optional Period.	17
4.0	Delivery of Goods.....	17
4.1	Delivery Obligation.....	17
4.2	Delivery Points.	17
4.3	Delivery of Services Related to the Goods – Installation	17
4.4	Excess Goods.....	17
5.0	Transportation.	17
5.1	Transportation Costs and Carrier Liability.	17

5.2.	Shipping Documentation.	18
6.0	Inspection and Acceptance.....	18
6.1	Inspection, Acceptance and Cure.	18
7.0	Basis of Payment.	18
7.1	Basis of Payment – Fixed Time/Unit Rate.	18
7.2	Basis of Payment – Maintenance Services and Material.	18
7.3	Auditing.....	18
8.0	Payments.	19
8.1	Invoices.	19
8.2	Invoicing Instructions.....	19
8.3	Payment Period.....	19
8.4	Late Payments.....	21
8.5	Electronic Payment of Invoices.....	21
8.6	Right to Set-Off.	21
8.7	Taxes.	21
9.0	Method of Payment.....	21
9.1	Multiple Payments.....	21
10.0	Warranties.	22
10.1	Warranty.....	22
10.2	Extension of Warranty.	22
11.0	Ownership and Risk of Loss.	22
11.1	Ownership.....	22
11.2	Risk of Loss.....	22
11.3	Title.	23
12.0	Government Property.....	23
12.1	Care of Property.....	23
13.0	Confidentiality.....	23
13.1	Confidentiality of Foreground Information.	23
13.2	Personal Information.	23
14.0	Access to Information.....	23
14.1	Access to Information.....	23
15.0	Accounts and Audit.....	23
15.1	Accounts and Records.....	23

16.0	Insurance.....	24
16.1	Insurance Requirements.....	24
17.0	Certifications and Additional Information.....	24
18.0	Proactive Disclosure of Contracts with Former Public Servants.....	26
19.0	International Sanctions.....	26
20.0	Anti-forced Labour Requirements.....	26
20.1	Contractor's Statement.....	26
20.2	Effect of Tariff Classification Determination or Investigation.....	26
20.3	Canada's Reasonable Grounds for Termination.....	27
20.4	Contractor's Conviction in Canada of Specified Offences.....	27
21.0	Termination and Suspension.....	27
21.1	Termination for Convenience.....	27
21.2	Termination on Default.....	28
21.3	Suspension of the Work.....	29
22.0	Remedies and Liabilities.....	29
22.1	Remedies.....	29
23.0	General Provisions.....	29
23.1	Status of Contractor.....	29
23.2	Entire Agreement.....	29
23.3	Amendment.....	29
23.4	Counterparts.....	29
23.5	Assignment.....	30
23.6	Applicable Laws.....	30
23.7	Dispute Resolution.....	30
23.8	Powers of Canada.....	30
23.9	Time is of the Essence.....	30
23.10	Excusable Delay.....	30
23.11	Priority of Documents.....	31
23.12	Authorities.....	31
	Annex I - Solicitation of Offers Definitions.....	32
	Annex II - Contract Definitions.....	35
	Annex III - Offer Submission Form.....	38
	Annex IV - Offeror Declaration Form.....	40

Annex V - List of Current Directors/Owners of the Offeror 42

Annex VI Confidentiality Agreement - Offer 43

Annex VII - Non-disclosure Agreement – Resulting Contract 44

Annex A - Statement of Requirement..... 45

Annex B – Pricing 46

Annex C – Mandatory Technical Evaluation Criteria 47

Public Works and Government Services Canada

SOLICITATION OF OFFERS

1.0 Solicitation of Offers.

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.

1.1 Summary.

Canada requires the Supply and Installation of two (2) Camera complete Surveillance Systems, including all labour, tools and equipment; and the provision of After-Installation Technical Support to Procurement and Public Services Canada (PSPC). The requirement is detailed at **Annex A – Statement of Requirement**.

1.2 Term.

The period of the Contract is from date of Contract to one (1) Year later.

1.3 Phased Solicitation

The Solicitation will be conducted in a phased process as follows:

Phase I - Technical Bid Submission and Evaluation

Phase II - Financial Bid Submission and Evaluation

1.3.1 Phase I

Offerors are asked to submit their Technical Offers including a precise description of proposed equipment, software and other relevant details; and how they plan to carry out the work to meet the requirement described at Annex A.

Offerors must submit Section I (Technical Offer) and Section III (Offer Submission Form and Offeror Declaration Form) of their Offers as described below at **Para 4.2**.

Canada will conduct the Technical Evaluation

An Offer must meet all mandatory Technical Evaluation Criteria and all requirements in the solicitation to be deemed responsive.

1.3.2 Phase II

All Offerors who provide responsive Technical Bids will be invited to participate in Phase II – the Financial Bid Submission and Evaluation. In support to the Offerors preparation of their Financial Bids, Canada will provide additional technical information related to the installation site, including site plans and specifications.

Multiple contracts may be awarded.

2.0 Offer Requirements.

2.1 Security Requirements.

There are no security requirements associated with this Solicitation of Offers.

3.0 Offeror Requirements.

3.1 Offeror Responsibilities.

Each Offeror must:

- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- b. prepare its offer in accordance with the solicitation of offers instructions;
- c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
- d. 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
- e. comply with all other requirements of this solicitation of offers.

3.2 Legal Capacity.

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership, 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.

3.3 Compliance with Code of Conduct.

The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

3.4 Ineligibility and Suspension Policy.

The Offeror must (i) comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the solicitation of offers, which are incorporated into the solicitation of offers, and (ii) submit an [Integrity Declaration Form](#).

3.5 Conflict of Interest.

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees:
 - i. 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
 - ii. 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.
- b. **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.
- c. **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.

3.6 Insurance.

The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".

4.0 Offer Submission.

4.1 Offer Receipt.

Subject to provisions for delayed offers, Canada will consider only offers submitted by the date, time and place and to the Address on the front cover page of the solicitation and the "Offer Submission" section of the solicitation.

4.2 Offer Sections.

Offerors are requested to submit their offers separated into the following sections:

Section I: Technical Offer;

Section II: Financial Offer; and

Section III: Offer Submission Form and Offeror Declaration Form

4.3 Delayed Offers.

- a. **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).
- b. **Cause of Delay.** Canada may consider an Offer delivered after the Solicitation 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 (CPC) (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.
- c. **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, **or**
 - (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date,
 - (iv) **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.

4.4 Offer Submitted by E-Mail.

- a. **Submission by E-Mail.** Offerors may deliver their Offer by email to the address specified in the clause entitled "Offer Receipt".

4.5 Offer Submission Method Restrictions. Canada will not accept Offers submitted in any other manner.

4.6 Offer Submission Requirements.

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).

- a. **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](#).
 - b. **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
 - c. **Validity of Offers.** Offers will remain open for acceptance for a period of not less ninety (90) **calendar days** from the 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.
 - d. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.
 - e. **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](#) and the [Privacy Act](#).
 - f. **No Assignment of Offers.** An offer cannot be assigned or transferred in whole or in part.
- 4.7 Technical Difficulties of Offer Transmission.** Despite anything to the contrary in 'Offeror Responsibilities', 'Delayed Offer', and 'Offer Submission Requirements', 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:
- a. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR
 - b. 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.
- 4.8 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 responsive 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:
- a. certifications or securities required at offer closing are included;
 - b. offers are properly signed, that the offeror is properly identified;
 - c. acceptance of the terms and conditions of the solicitation of offers and resulting contract;
 - d. 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.
- 4.9 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.

- 4.10 Offer Costs.** The Offeror is solely responsible for all costs associated with preparing, submitting, and evaluating its Offer.
- 4.11 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 Ontario.
- 4.12 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.

5.0 Communications.

5.1 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.

- a. Period for Questions.** Offerors should submit all questions in writing no later than **seven (7) business days** before the Offer closing date. Canada may not respond to questions submitted after this.
- b. 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.
- c. 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.

- 5.2 Improvement of Requirement During Solicitation Period.** Offerors may make suggestions, in writing, to Canada of technical or technological improvements to the specifications or Statement of Work contained in the solicitation of offers. Offerors must, in such case, clearly outline the suggested improvement as well as the reason for the suggestion. Canada will consider suggestions that do not restrict the level of competition or favour a particular Offeror, but only if the Offeror submits its suggestions at least seven (7) days before the offer closing date. Canada may accept or reject any suggestions.

- 5.3 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.

5.4 Offer Challenge and Recourse Mechanisms.

Challenges to Procurement Process. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

- a. **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](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)", contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- b. **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.

6.0 Proposal and Forms.

6.1 Technical Offer Contents.

- a. **Requirements.** Offerors should:
 - i. demonstrate their understanding of the requirements contained in the Solicitation of Offers;
 - ii. concisely explain how they will meet these requirements; and
 - iii. 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.
- b. **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.

6.1.1 The Technical Offer must include the following information:

- i. A full list of the proposed camera equipment, video recorders and monitor(s) including manufacturer, model #'s; and a description of any auxiliary equipment.

6.2. 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.

6.3. 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.

7.0 Financial Proposal.

Financial Proposal. Offerors must submit their financial offer in accordance with the Financial Offer Presentation Sheet detailed in **Annex "B" - Pricing**.

7.1 Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this Solicitation of Offers. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

8.0 Technical Evaluation.

8.1 Mandatory Technical Criteria. Canada will review each offer for compliance with the mandatory requirements of the solicitation of offers. The Offer must meet all requirements outlined in this Solicitation

document and must be in accordance with the **Annex A – Statement of Work**. Any element of the Solicitation of Offers identified specifically with the words “must” or “mandatory” is a mandatory requirement. Canada will declare non-compliant any offer that does not comply with every mandatory requirement.

9.0 Financial Evaluation.

9.1 Financial Evaluation Criteria.

Offerors must provide prices and rates for all products and services for all years of the contract including the option year(s).

Evaluation of Price. Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

9.2 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:

- i. a current published price list indicating the percentage discount available to Canada;
- ii. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
- iii. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
- iv. price or rate certifications; and
- v. any other supporting documentation that Canada may request.

10.0 Evaluation Procedures.

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

10.2 Conduct of Evaluation.

a. Support for Offer Requirements. Canada may request information to support any Offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,

- i. seek clarification or verification as to any information provided;
- ii. contact any references to verify any information it submitted;
- iii. request information about the Offeror's legal status;
- iv. conduct a survey of the Offeror's facilities;
- v. examine the Offeror's technical, managerial, and financial capabilities;
- vi. correct any error in:
 - vii. the extended pricing of Offers by using unit pricing, or
 - viii. 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);
- vii. verify any information the Offeror provided, or
- viii. interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements, or both.

b. 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.

10.3 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.

10.4 Evaluation Team. An evaluation team composed of Representatives of Canada will evaluate the offers.

10.5 Rights of Canada.

Canada may:

- a. reject any or all offers in response to the solicitation of offers;
- b. enter into negotiations with Offerors on any or all aspects of their offers;
- c. accept any offer in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation;
- f. 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
- g. negotiate with the sole compliant Offeror to ensure the best value to Canada.

10.6 Rejection of Offer. Canada may reject an offer where:

- a. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offers on the requirement;
 - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
- c. **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;
- d. **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;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the Offeror is in a conflict of interest or had an unfair advantage over other Offerors. Among other things, being involved in preparing the solicitation or having access to information not available to other Offerors may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing; or
- g. **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:
 - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
 - ii. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.

h. 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.

11.0 Basis of Selection.

11.1 Requirements. 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 aggregate price for award.

RESULTING CONTRACT CLAUSES

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

1.0. Summary.

1.1. Summary. The Contract is for the Supply and Installation of two (2) Camera Surveillance Systems and After-Installation Technical Support in accordance with the Annex A - Statement of Work, Annex B - Pricing, and Annex C - Mandatory Technical Evaluation Criteria.

2.0 Performance of Work.

2.1 No Security Requirement. There is no security requirement applicable to the Contract.

2.2 Conduct of the Work.

- a. Performance.** Subject to section "Suspension of the Work", the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor must:
- i. perform the Work diligently and efficiently;
 - ii. except for Government Property, supply everything necessary to perform the Work;
 - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - iv. select and employ a sufficient number of qualified people; and
 - v. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract.
- b. Responsibilities.** The Contractor represents and warrants that it and all its resources and subcontractors:
- i. are competent to perform the Work;
 - ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
 - iii. have the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
 - iv. will maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.

2.3 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.

2.4 Subcontracts.

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

3.0 Term of the Contract.

3.1 The Contract Term.

The contract shall remain in effect until delivery of the Goods and Services is made.

3.2 Optional Period.

- a. **Option to Extend.** The Contractor grants Canada the irrevocable option(s) to extend the Contract by up to two (2) additional one (1) -year period under the same terms and conditions and at the prices, rates, or both stated in the Contract.
- b. **Notice.** Only the Contracting Authority may exercise the option to extend by sending written notice to the Contractor at least fifteen (15) calendar days before the expiry of the Contract.

3.3 Options – Acquire Goods or Services or Both

- a. **Grant of Option.** The Contractor agrees that Canada has the irrevocable option to acquire the goods, services or both described in Annex A- Statement of Requirement of the Contract under the same conditions and at the prices, rates, or both stated in the Contract.
- b. **Exercise of Option.** Canada may exercise the option at any time before the expiry of the Contract by sending written notice to the Contractor. In accordance with the Notice provisions, only the Contracting Authority may exercise the option and the Contracting Authority will evidence the change, for administrative purposes only, through a contract amendment.

4.0 Delivery of Goods.

4.1 Delivery Obligation.

The Contractor must deliver the Goods **Delivered Duty Paid (DDP) Incoterms 2020**.

4.2 Delivery Points.

Delivery of the requirement will be made to the delivery point(s) specified at **Annex A** of the Contract.

4.3 Delivery of Services Related to the Goods – Installation

The services requirement includes a pre-installation site visit as specified at **Para 2.2** of the **Annex A- Statement of Requirement (SOR)**.

Delivery of the services and timelines for the service delivery are specified at **Annex A- Statement of Requirement, Para 2.2.1**.

4.4 Excess Goods.

The Contract specifies the quantity of goods that the Contractor will deliver. The Contractor is liable for any shipment in excess of that quantity. Canada will not pay the Contractor for any goods shipped in excess of the specified quantity. Canada will not return such goods to the Contractor unless the Contractor agrees to pay all costs related to the return. Canada may deduct such costs from any invoice that the Contractor submits .

5.0 Transportation.

5.1 Transportation Costs and Carrier Liability.

- a. **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.

- b. 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.

5.2. 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.

6.0 Inspection and Acceptance.

6.1 Inspection, Acceptance and Cure.

- a. Canada's Rights.** All the Work is subject to inspection and acceptance by Canada.
- i. Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
- ii. Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

7.0 Basis of Payment.

7.1 Basis of Payment – Fixed Time/Unit Rate.

Canada will pay the Contractor a fixed unit rate(s) as identified at Annex B – Pricing, for Material and Work performed in the Annex A - Statement of Work. Customs duties are included and Applicable Taxes are extra.

7.2 Basis of Payment – Maintenance Services and Material.

Canada will pay the Contractor as follows for on-site maintenance and related services performed during and outside the period of maintenance for the equipment listed at **Annex A**.

- 7.2.1 Labour.** Canada will pay the Contractor for the actual hours worked at the firm hourly rates detailed at **Annex B**. Canada will pay the Contractor an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. Canada will round all additional chargeable time, over and above the first half hour, to the nearest quarter hour.
- 7.2.2 Material and Replacement Parts.** The Contractor must provide material and replacement parts at the list price detailed at **Annex B**. All prices for parts and material include delivery according to "DDP" Incoterms 2020. Customs duties are included and Applicable Taxes are extra.
- 7.2.3 On-call Services.** Canada will pay the Contractor for the actual hours of on-call services at the firm hourly rates identified at Annex B.

7.3 Auditing.

- a. Government Audit.** Canada may recover amounts and make adjustments to amounts payable to the Contractor if an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.
- b. Overpayment.** If the results of an examination indicate that Canada has overpaid, such overpayment is due and payable on the date indicated in the notice of overpayment.

8.0 Payments.

8.1 Invoices.

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. **Invoice Details.** Invoices must show:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number, Procurement Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

8.2 Invoicing Instructions.

- a. **Invoice Submission.** The Contractor cannot submit any invoices until all Work identified in the invoice is completed.
- b. **Invoice Support.** The Contractor must support each invoice with:
 1. a copy of time sheets to support the time claimed,
 2. a copy of any other required documents; and
 3. a copy of the invoices, receipts, and vouchers for all direct expenses

c. Invoice Distribution.

The Contractor must forward:

- i. the invoice to the following address for certification and payment:
Rob Hill: rob.hill@tpsgc-pwgsc.gc.ca; and
- ii. One copy to the **Seized Property Management Directorate (SPMD):**
spmd.registration@tpsgc-pwgsc.gc.ca

8.3 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.

8.4 Late Payments.

a. 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.

b. Exceptions

Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

8.5 Electronic Payment of Invoices.

The Contractor accepts that Canada will use the following electronic payment instruments:

- i. Visa Acquisition Card,
- ii. MasterCard Acquisition Card,
- iii. Direct Deposit (Domestic and International),
- iv. Electronic Data Interchange (EDI),

8.6 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.

8.7 Taxes.

- i. Federal government departments and agencies are required to pay Applicable Taxes.
- ii. 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.
- iii. 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.
- iv. 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.
- v. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the [Pr](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

9.0 Method of Payment.

9.1 Multiple Payments. Canada will pay the Contractor upon completion and delivery of goods and services if:

- a. the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents,

- b. Canada has verified all such documents, and
- c. Canada has accepted the Work delivered.

10.0 Warranties.

10.1 Warranty.

- a. **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 months after Canada accepts the Work (the "Warranty Period").
- b. **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.
- c. **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.
- d. **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.
- e. **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.

10.2 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:

- a. the Warranty Period remaining, including the extension, or
- b. 90 days or such other period as the Parties may specify for that purpose.

11.0 Ownership and Risk of Loss.

11.1 Ownership.

- a. **Transfer of Ownership to Canada.** Unless provided otherwise, the Work or any part of the Work belongs to Canada after acceptance by or on behalf of Canada.
- b. **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.

11.2 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.

11.3 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.

12.0 Government Property.

12.1 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.

13.0 Confidentiality.

13.1 Confidentiality of Foreground Information. The Contractor must, during the performance of the Contract and for a period of twenty-four (24) months after its expiration or termination, keep confidential any Foreground Information, except as may be necessary to perform the Work under the Contract. The Contractor must impose the same obligation of confidentiality on any person to whom the information is disclosed in the course of performing the Work.confidentiality

13.2 Personal Information.

13.2.1 Handling of Personal Information.

- a. The Contractor acknowledges that Canada is bound by the [Privacy Act](#), with respect to the protection of personal information as defined in the Act. The Contractor must therefore keep private and confidential any such personal information that it collects, creates, or handles under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- b. All such personal information is the property of Canada; the Contractor has no right in or to it. The Contractor must deliver to Canada all such personal information in any form or format whatsoever upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of such personal information to Canada, the Contractor may not retain it in any form or format and must ensure that no record of it remains in the Contractor's possession.

13.3 Non-disclosure Agreement. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at **Annex VII** , and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work

14.0 Access to Information.

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

15.0 Accounts and Audit.

15.1 Accounts and Records.

- a. **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.

- b. 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.
- c. Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
- d. 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.
- e. Retention of Records.** The Contractor must maintain 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.
- f. 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.
- g. Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

16.0 Insurance.

- 16.1 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.

17.0 Certifications and Additional Information.

- 17.1 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.
- 17.2 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.
- 17.3 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). (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>)
- 17.4 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](#)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:
- a.** contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) 1985, c. 44 (4th Supplement).
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.
- 17.9 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: <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
- 17.10 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.
- 17.11 Harassment in the Workplace.**
- a. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which also applies to the Contractor, is available on the Treasury Board Web site.
 - b. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make

a determination regarding the validity of the complaint and decide on any action required.

17.12 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.

17.13 Government Site Regulations. The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

18.0 Proactive Disclosure of Contracts with Former Public Servants.

17.14 Proactive Disclosure of Contracts with Former Public Servants. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

19.0 International Sanctions.

19.1 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)

19.2 Contractor Obligations.

- a. The Contractor must:
 - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
 - ii. comply with changes to the regulations imposed during the Contract Period, and
 - iii. 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.
- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

20.0 Anti-forced Labour Requirements.

20.1 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 – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

20.2 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](#) – 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.

20.3 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

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015, or
- b. Credible evidence from a reliable source.

20.4 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](#) or the [Immigration and Refugee Protection Act](#):

- a. **Criminal Code.**
 - i. section 279.01 (Trafficking in persons),
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
 - iii. subsection 279.02(1) (Material benefit - trafficking),
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
- b. **Immigration and Refugee Protection Act.**
 - i. section 118 (Trafficking in persons).
- c. **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.
- d. **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:
 - i. in the case of a conviction, whether the court acted within its jurisdiction,
 - ii. whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
 - iii. whether the court's decision was obtained by fraud, or
 - iv. 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.
- e. **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.

21.0 Termination and Suspension.

21.1 Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract

- i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. Payments.** Canada will pay the Contractor
- i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. Costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
 - iii. Costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- d. Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- e. Acknowledgments.**
- i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
 - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

21.2 Termination on Default.

- a. Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
- i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.
- b. Effect of Termination.**
- i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
 - v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and

vi. 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.

21.3 Suspension of the Work. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

22.0 Remedies and Liabilities.

22.1 Remedies.

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

23.0 General Provisions.

23.1 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.

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

23.3 Amendment.

- a.** Amendments to the Contract must be in writing and signed by the Parties.
- b.** 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.

23.4 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.

23.5 Assignment.

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

23.6 Applicable Laws. The laws in force in Ontario 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.

23.7 Dispute Resolution.

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **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.
- c. **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.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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

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

23.10 Excusable Delay.

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear Workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

d. Liability for Costs Incurred. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.

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

- a. these Articles of Agreement;
- b. Annex Contract Definitions;
- c. Annex A -Statement of Requirement;
- d. Annex B - Pricing;
- e. 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))"

23.12 Authorities.

a. Contracting Authority.

- i. The Contracting Authority for the Contract is:

Daphne Klassen-Hayes

Tel.: 613-296-0230

E-mail: daphne.klassen-hayes@tpsgc-pwgsc.gc.ca

Department Name: Procurement and Public Services Canada (PSPC)

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

b. Project Authority.

- i. The Project Authority for the Contract is:

Rob Hill

Tel: 306-502-0071

E-mail: rob.hill@tpsgc-pwgsc.gc.ca

Department Name: Procurement and Public Services Canada (PSPC)

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

c. Contractor's Representative.

- i. The Contractor's Representative for the Contract is:

CONTRACTOR REPRESENTATIVE NAME

Tel:

E-mail:

Address: }

Annex I - 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 \(CUSMA\)](#) 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](#) and [Annex 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" means Canada 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;

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

(a) an individual;

(b) an individual who has incorporated;

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

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

“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;

“Party” means Canada, the Contractor, or any other signatory to the Contract, and **“Parties”** means all of them;

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

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

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

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

“Irrevocable Standby Letter of Credit” (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International

Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

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

"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 II - 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 bid 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 \(CUSMA\)](#) 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 and Annex 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" means Canada 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.

"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.

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

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

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

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

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

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

"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 III - 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)	
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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 IV - Offeror Declaration Form

Offeror's Full Legal Name	
Once you have read and understood each statement, please respond by checking () 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 " list. <i>Canada may declare an offer non-responsive 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.</i>
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 .
Ineligibility and Suspension Policy	() The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. () The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. () The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada.
Offeror Resources	
The Offeror, if awarded a resulting contract, will provide the resources proposed in its offer	
Named individuals	() The Offeror certifies that every individual proposed in the offer will be available to perform the Work as required by and at the time specified in this solicitation of offers.
<i>If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. Canada will, for these purposes, consider only the following reasons as being beyond the Offeror's control: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default. The Offeror must advise Canada of the reason for the substitution and provide the substitute resource's name, qualifications, and experience. Canada will evaluate the substitution against the same requirements as the original resource.</i>	
Non-employees	() The Offeror certifies that it has the consent of every non-employee to perform the services proposed in the offer and to submit each non-employee's résumé to Canada.
<i>The Offeror must, upon Canada's request, provide a written confirmation, signed by the individual, of that</i>	

permission and of the resource's availability.

Signatures

Signature of
representative authorized
to sign on behalf of the
Offeror

Name:

Title:

Date:

Annex VI Confidentiality Agreement - Offer**Confidentiality Agreement**

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of Offer solicitation No. **SPMD-23-WCSS/A** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that the Offeror undertakes not to disclose or use in any way other than as set out below.

a. The Offeror agrees that it:

- i. will not, without the [Contracting Authority/Standing Offer Authority]'s prior written consent, disclose the Confidential Information to anyone other than an employee or a proposed subcontractor with a need to know,
- ii. will not make copies of the Confidential Information or use it for any purpose other than for the preparation of an offer in response to the offer solicitation identified above, and
- iii. at close or early termination of the offer period, will immediately deliver the Confidential Information to the [Contracting Authority/Standing Offer Authority] along with every draft, working paper, and note that contains any information related to the Confidential Information.

b. The Offeror must require any proposed subcontractor referred to in paragraph (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

c. The Offeror acknowledges and agrees that it will be liable for all damages, costs, or other losses that Canada incurs or suffers and that are caused by the failure of the Offeror, or of anyone to whom the Offeror discloses the Confidential Information, to comply with these conditions.

d. Nothing in this Confidentiality Agreement limits the Offeror's right to disclose any information to the extent that such information

- i. is or becomes in the public domain through no fault of the Offeror or any proposed subcontractor,
- ii. is or becomes known to the Offeror from a source other than Canada, except any source that the Offeror knows to be under an obligation to Canada not to disclose the information,
- iii. is independently developed by the Offeror, or
- iv. is disclosed under compulsion of a legal requirement or any order of a court or other tribunal having jurisdiction.

Name of Offeror

Signed by its authorized representative

Date

Annex VII - Non-disclosure Agreement – Resulting Contract

Non-Disclosure Agreement

I, _____ (*name of signatory*), recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.

_____ between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date: _____

Annex A - Statement of Requirement

(Please see the Annex A Document)

Annex B – Pricing

To be provided at Phase II of the Solicitation

Annex C – Mandatory Technical Evaluation Criteria

(Please see the Annex C Document)