

TENDER DOCUMENTS

SECTION 2

INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

	PAGE
SECTION 2 INSTRUCTIONS TO TENDERERS.....	1
2.1 TENDER DOCUMENTS	1
2.2 SUBMISSION OF THE TENDER AND TERMS OF PAYMENT FORM (SECTION 7A).....	2
2.3 DOCUMENTS TO BE SUBMITTED WITH THE TENDER.....	3
2.4 REFERENCE DOCUMENTS	4
2.5 ADDENDA	4
2.6 ERRORS, OMISSIONS OR INACCURACIES.....	4
2.7 KNOWLEDGE OF THE SITE AND LOCAL CONDITIONS.....	5
2.8 REQUESTS FOR INFORMATION	7
2.9 TENDER SECURITY REQUIREMENTS.....	7
2.10 DELIVERY OF THE TENDER	7
2.11 RESERVATIONS.....	8
2.12 PERIOD OF VALIDITY OF TENDERS	10
2.13 COMPLIANCE WITH APPLICABLE LAWS	10
2.14 APPROVAL OF ALTERNATIVE MATERIALS.....	10
2.15 FREE COMPETITION	11
2.16 CONFLICTS OF INTEREST – UNFAIR ADVANTAGE	11
2.17 FALSE OR MISLEADING INFORMATION	12
2.18 UNDERSTANDING OF THE CONTRACT	12
2.19 TENDERING COSTS	12
2.20 CONFIDENTIALITY.....	12
2.21 OWNERSHIP OF DOCUMENTS AND COPYRIGHT.....	12
2.22 DISCLAIMER.....	13
2.23 INTEGRITY PROVISIONS – TENDER.....	13

APPENDIX 2-I EXCERPTS FROM THE CODE OF CONDUCT FOR PROCUREMENT

SECTION 2 INSTRUCTIONS TO TENDERERS

2.1 TENDER DOCUMENTS

- 2.1.1 The Tender Documents comprise:
- 2.1.1.1 the document entitled “Notice to Contractors” (Section 0);
 - 2.1.1.2 the document entitled “Notice of Contract Award” (Section 1);
 - 2.1.1.3 the document entitled “Instructions to Tenderers” (Section 2);
 - 2.1.1.4 the document entitled “Special Administrative Conditions” (Section 3);
 - 2.1.1.5 the document entitled “Special Technical Conditions” (Section 4);
 - 2.1.1.6 the document entitled “Standard Administrative Conditions” (Section 5);
 - 2.1.1.7 the subsections of the “Standard Technical Conditions” applicable to the work and listed in Section 4 “Special Technical Conditions” (Section 6);
 - 2.1.1.8 the document entitled “Tender and Terms of Payment Form” (Section 7A);
 - 2.1.1.9 the document entitled “Standard Pay Items” (Section 7B);
 - 2.1.1.10 the document entitled “General Conditions” (Section 8);
 - 2.1.1.11 the document entitled “Contract Security and Insurance Conditions” (Section 9);
 - 2.1.1.12 the documents entitled “Plans”;
 - 2.1.1.13 all addenda issued prior to the deadline set for the receipt of tenders.
- 2.1.2 The version of the standard sections of the Tender Documents that is applicable to this Contract is version V20230710, which is available at <https://jacquescartierchamplain.ca/en/the-corporation/suppliers-and-procurement/calls-for-tenders/>. These documents are incorporated by reference into the Tender Documents and form an integral part thereof as if formally reproduced therein.
- 2.1.3 The submission of a tender by the Tenderer constitutes an acknowledgement that the latter has read all the documents constituting the Tender Documents and accepts the conditions set out therein.
- 2.1.3.1 The Tenderer shall carefully review all these documents and it is the Tenderer’s responsibility to inquire about the terms and conditions of this Call for Tenders.

2.2 SUBMISSION OF THE TENDER AND TERMS OF PAYMENT FORM (SECTION 7A)

- 2.2.1 The Tenderer shall correctly provide all the information requested in the Tender and Terms of Payment Form (Section 7A), which shall be duly signed digitally by the Tenderer's duly authorized representative, and password protected. Said information includes, without however being limited to, the following:
- 2.2.1.1 the tender security, which shall meet the requirements of paragraph 2.9.1;
 - 2.2.1.2 the list of subcontractors to whom the Tenderer intends to entrust the execution of part of the work;
 - 2.2.1.2.1 No subcontractor that holds a restricted licence within the meaning of the *Building Act* (CQLR c. B-1.1), that is registered in the register of enterprises ineligible for public contracts (REIN) within the meaning of the *Act respecting Contracting by Public Bodies* (CQLR c. C-65.1) or that is listed on the *Ineligibility and Suspension List* in accordance with the *Ineligibility and Suspension Policy* issued by Public Services and Procurement Canada may be included by the Tenderer in its list of subcontractors, failing which the Tenderer shall resubmit a revised list.
 - 2.2.1.3 the authorization for signing the tender;
 - 2.2.1.4 the certified copy of the resolution appointing the authorized signatory in accordance with the specimen of company resolution letter attached to the Tender and Terms of Payment Form (Section 7A);
 - 2.2.1.5 the Notice of Compliance with Insurance Conditions;
 - 2.2.1.6 where the Tenderer is incorporated: a complete list of the names of all individuals who are currently directors of the Tenderer;
 - 2.2.1.7 if applicable, the Declaration Form.
- 2.2.2 The Tenderer shall submit a tender that meets the requirements of the Tender Documents. The Owner may disregard any irregularity or flaw in a Tenderer's tender.
- 2.2.3 For the purpose of submitting a tender, the Tenderer shall be pre-qualified in occupational health and safety, subject to the following:
- 2.2.3.1 if, at the time of submitting its tender, the Tenderer is not pre-qualified in occupational health and safety, the Owner will inform the Tenderer of the deadline within which the Tenderer shall obtain its pre-qualification.
 - 2.2.3.2 if the Tenderer fails to obtain pre-qualification within this deadline, its tender will be rejected.
- 2.2.4 The tender shall be submitted on the Tender and Terms of Payment Form (Section 7A) provided by the Owner in Word® format.

- 2.2.5 Any changes to the printed text or failure to provide the information requested in the Tender and Terms of Payment Form (Section 7A) may invalidate the tender.
- 2.2.6 If the Tenderer makes amendments, corrections, changes or erasures to its entries or figures on the Tender and Terms of Payment Form (Section 7A), the Tenderer shall issue a revised version of its tender.
- 2.2.7 The information provided in the tender shall be clear, concise and complete.
- 2.2.8 Unless otherwise specified elsewhere in the Tender Documents, the Owner will not consider any alternative tender, option or optional arrangement.
- 2.2.9 The Tenderer may submit its tender in either of Canada's two (2) official languages.

2.3 DOCUMENTS TO BE SUBMITTED WITH THE TENDER

- 2.3.1 In addition to the documents required in Article 2.2 *Submission of the Tender and Terms of Payment Form (Section 7A)*, the Tenderer shall provide, in accordance with Article 2.23.3 *List of Names*, the following information:
- 2.3.1.1 when the Tenderer is incorporated: the complete list of the names of all individuals who are currently directors of the Tenderer; or
- 2.3.1.2 when the Tenderer submits a tender as sole proprietorship: the name of the owner.
- 2.3.2 The Owner reserves the right to reject the tender of any tenderer that has not attached to its tender the documents required under Article 2.2 *Submission of the Tender and Terms of Payment Form*. With respect to the failure to attach the document described in paragraph 2.3.1.1 or 2.3.1.2, the Tenderer shall refer to Article 2.23.3 *List of Names*.
- 2.3.3 Following receipt of the tenders, the Tenderer may be requested to submit to the Owner:
- 2.3.3.1 a copy of its contractor's licence showing the classes and subclasses required pursuant to the *Building Act* (CQLR c. B-1.1) or any other licence, permit, registration, certificate, declaration, filing or authorization authorizing the Tenderer to carry out the work covered by the Call for Tenders;
- 2.3.3.2 supporting documentation establishing that the Tenderer has the financial resources, the expertise and the experience required to carry out the work;
- 2.3.3.3 the Owner, when requesting the Tenderer to provide evidence of its competence to carry out the work, reserves the right to reject the Tenderer's tender if the Tenderer fails to provide, within one (1) working day of such request, evidence satisfactory to the Owner as to its form and source.

2.4 REFERENCE DOCUMENTS

- 2.4.1 The Tender Documents, notably the Special Administrative Conditions and the Special Technical Conditions, may invite, or even require, the Tenderer to consult certain reference documents. The Tenderer shall be vigilant in this regard and ensure that it does all that is necessary to properly prepare its tender.
- 2.4.2 Where reference documents include plans, the Tenderer shall note that such plans have not been checked by the Owner. In addition, some plans are only available in reduced format or in poor quality copies, so that dimensions and other information may be difficult to read.
- 2.4.3 The Owner disclaims any liability towards the Tenderer with respect to the reference documents, notably with respect to the accuracy and completeness thereof.
- 2.4.4 The Tenderer shall also note that, throughout the duration of the Call for Tenders, it may, upon request and where available, consult all construction plans of the existing structures to which the reserves mentioned in the foregoing paragraphs apply. Such plans can be made available electronically.
- 2.4.5 The standards referred to in the Contract shall be deemed to form part of the Contract in the same way as if they were included in full.
- 2.4.6 For the purposes of tendering and unless otherwise stated, any reference to a standard refers to the latest edition of that standard in force at the time the Call for Tenders was issued.

2.5 ADDENDA

- 2.5.1 During the Call for Tender period, the Owner may, by way of addendum, modify, add or remove any part of the Tender Documents.
- 2.5.2 All addenda issued by the Owner will be conveyed to all those who have obtained the Tender Documents directly from MERX Private Tenders, or directly from the Owner, as the case may be. The Tenderer shall return an acknowledgment of receipt of said addenda by email, in accordance with the instructions in Article 2.8 *Requests for Information*.
- 2.5.3 The addenda will form an integral part of the Tender Documents.

2.6 ERRORS, OMISSIONS OR INACCURACIES

- 2.6.1 Upon receipt of the Tender Documents, the Tenderer shall ensure that it has obtained all the documents referred to in Article 2.1 *Tender Documents* and that each document contains the number of pages indicated in the corresponding table of contents. The Tenderer shall also ensure that the plans received match the list of plans. The Tenderer shall notify the Procurement Advisor of any discrepancies by email without delay, in accordance with Article 2.8 *Requests for Information*.

- 2.6.2 If the Tenderer is unsure of the exact meaning of any part of the Tender Documents or of any other Contract document, the Tenderer may request information or clarification by writing to the Owner's Procurement Advisor, in accordance with the instructions in Article 2.8 *Requests for Information*.
- 2.6.3 Provided that it is received at least three (3) working days prior to the deadline set for the receipt of tenders, such request will be considered by the Owner and, should any interpretation become necessary, the Owner will either issue one addendum, or addenda, to the Tender Documents, which will form an integral part thereof.
- 2.6.4 The Tenderer shall promptly notify the Owner in writing of any error, omission or inaccuracy in the Tender Documents which, in the opinion of the Tenderer, may mislead the Tenderer in the preparation of its tender.
- 2.6.5 If a Tenderer fails to notify the Owner of any such error, omission or inaccuracy, it shall not result in the cancellation of the Contract, nor shall it relieve the successful Tenderer of the performance and completion of the whole or any part of the work in a manner satisfactory to the Engineer, in accordance with the Contract documents and for the total amount agreed upon and fixed. The successful Tenderer shall remain bound by all obligations set forth in the Contract documents, and shall not be entitled to any damages or compensation other than those specified in said Contract documents, subject, where applicable, to additional work whose performance has been directed in writing by the Engineer.

2.7 KNOWLEDGE OF THE SITE AND LOCAL CONDITIONS

- 2.7.1 It is recommended that the Tenderer, before submitting its tender, carefully examine all the sites covered by the Contract as well as the access thereto, and enquire about any local conditions that may affect the execution of the work.
- 2.7.2 In preparing its tender, the Tenderer shall take into account all facts, circumstances, states, situations or conditions which may affect the performance or price of the work.
- 2.7.3 The Tenderer shall take note of any particulars likely to interfere with the proper conduct of the work or to affect the health or safety of users and workers.
- 2.7.4 The Tenderer shall consider all aspects of the work in order to properly assess, at a minimum, the following:
- 2.7.4.1 the nature and scope of the work to be carried out;
 - 2.7.4.2 the difficulties in accessing work areas;
 - 2.7.4.3 the difficulties associated with the execution of the work, in particular the work to be carried out above traffic lanes and waterways, and in the vicinity of bicycle paths;
 - 2.7.4.4 the access devices and equipment needed, such as scaffolding, suspended walkways, enclosures, protective structures, as well as devices for illuminating the work area and the inside of enclosures and shelters;

- 2.7.4.5 the location of utilities or other services owned by the Owner or third parties (including the walkways and manholes to access them) as well as that of the equipment necessary for the operation of the structure (including existing platforms and access devices), such as surveillance cameras, lane control signals, signs, lamp posts and electrical equipment;
- 2.7.4.6 the walkways and other access devices required to access the work sites without impeding traffic (vehicles, cyclists and pedestrians);
- 2.7.4.7 the requirements for signage and traffic control for vehicles, pedestrians and cyclists;
- 2.7.4.8 the requirements and the terms and conditions concerning the use of access roads as well as the use of adjacent land belonging to third parties, if applicable;
- 2.7.4.9 the requirements and the terms and conditions concerning safety during the work, in particular during the installation and dismantling of enclosures and other access devices on the property of third parties, if applicable.
- 2.7.5 The Tenderer may visit the site independently. However, the Tenderer that visits the site independently is only authorized to visit the areas normally accessible to the public. For the locations that are not normally accessible to the public, the Tenderer may visit the site with a representative of the Owner. To do so, the Tenderer shall schedule an appointment with the Owner's Procurement Advisor, by email, in accordance with the instructions in Article 2.8 *Requests for Information*.
- 2.7.5.1 The Owner will not provide any information verbally nor answer any questions during this (these) visit(s). The Owner shall not be bound by any information which may have been provided verbally by any person in any context or under any circumstances.
- 2.7.6 If, in the course of its examination of the site and local conditions, the Tenderer discovers facts, circumstances, states, situations or conditions that are inconsistent with the information contained in the Tender Documents, the Tenderer shall comply with Article 2.6 *Errors, Omissions or Inaccuracies*.
- 2.7.7 The Tenderer that decides not to visit the site or to visit it independently may still submit a tender. In such a case, the Tenderer shall be deemed to have received all the information made available to those that visited the site accompanied by a representative of the Owner.

2.8 REQUESTS FOR INFORMATION

- 2.8.1 All requests for information, notices and other communications concerning the preparation of the tender, the tender procedure or the Tender Documents shall be made in writing and sent to the attention of the Procurement Advisor at the following address:

THE JACQUES CARTIER AND CHAMPLAIN BRIDGES INCORPORATED
1225, St-Charles Street West, Suite 500
Longueuil, Quebec J4K 0B9
To the attention of the Procurement Advisor
Email: offres@picci.ca

- 2.8.2 All requests for information shall be received at least three (3) working days prior to the deadline set for the receipt of tenders. Any additional information will be communicated by way of addendum to all those that have obtained the Tender Documents directly from MERX Private Tenders or directly from the Owner, as the case may be.
- 2.8.3 The Owner will not provide any information verbally. The Owner shall not be bound by any information which may have been provided verbally by any person in any context or under any circumstances.

2.9 TENDER SECURITY REQUIREMENTS

- 2.9.1 The Tenderer shall attach to the Tender and Terms of Payment Form (Section 7A) a tender security, provided by an approved surety, in an amount not less than ten per cent (10%) of the total amount of the Price Table.

2.10 DELIVERY OF THE TENDER

- 2.10.1 The tenders shall be transmitted by email no later than the time and date indicated in the Notice to Tenderers (Section 0) at offres@picci.ca.
- 2.10.2 No tender received after the deadline date and time indicated for the receipt of tenders will be accepted. The Tenderer shall therefore ensure that the tender is sent sufficiently in advance to ensure that it reaches the Procurement Advisor before the deadline set for the receipt of tenders.
- 2.10.3 The time of receipt of the tender shall be deemed to be the date and time of receipt of the email by the Owner's Procurement Advisor.
- 2.10.4 A tender transmitted before the deadline date and time set for the receipt of tenders may be withdrawn or replaced before the set date and time.
- 2.10.5 No tender or part thereof transmitted in person, by fax, mail or any other means will be accepted.

2.11 RESERVATIONS

- 2.11.1 The Owner is not bound to accept any tender, even the lowest. In the event of a tie, the Contract will be awarded by drawing lots between the tied tenderers.
- 2.11.2 Without limiting the generality of paragraph 2.11.1, the Owner may reject any tender based on an unfavourable assessment of any of the following:
- 2.11.2.1 the adequacy of the price tendered to permit the work to be carried out, in the case of tenders providing unit prices or a combination of lump sums and unit prices, as to whether each price element accurately reflects the cost of carrying out the part of the work to which that price applies;
 - 2.11.2.2 the ability of the Tenderer to provide the management structure, skilled personnel, experience and equipment necessary to competently carry out the work under the Contract;
 - 2.11.2.3 the Tenderer's performance is deemed unsatisfactory by the Owner during or at the end of a current or previous contract with the Owner;
 - 2.11.2.4 it is not in the public interest to award the Contract, notably when the prices are too high or disproportionate;
- 2.11.3 In assessing the Tenderer's performance under other contracts in accordance with paragraph 2.11.2.3, the Owner may consider, among other things, the following:
- 2.11.3.1 the quality of the Tenderer's workmanship;
 - 2.11.3.2 the time taken to complete the work;
 - 2.11.3.3 the Tenderer's overall management of the work and its impact on the level of effort required of the Owner and representatives thereof.
- 2.11.4 Without limiting the generality of paragraph 2.11.1, the Owner may, at its discretion, reject a tender in any of the following circumstances:
- 2.11.4.1 the Tenderer has declared bankruptcy or is unable, for any reason, to carry on business for an extended period of time;
 - 2.11.4.2 evidence of fraud, bribery or false declaration or evidence confirming the inability to comply with laws protecting persons against any form of discrimination has been presented to the satisfaction of the Owner in respect of the Tenderer, or any of its employees or subcontractors;
 - 2.11.4.3 evidence to the satisfaction of the Owner that, based on past conduct, the Tenderer, a subcontractor or a person designated to carry out the work is unsuitable or has behaved inappropriately;

- 2.11.4.4 the Tenderer's tendering privileges have been suspended or are in the process of being suspended.
- 2.11.5 In current or previous dealings with the Owner:
 - 2.11.5.1 the Owner has exercised or is in the process of exercising the contractual remedy of withdrawing the work from the Tenderer, a subcontractor or a designated person named in the tender; or
 - 2.11.5.2 the Owner determines that the performance of the Tenderer under other contracts, notably the efficiency and quality of the work and the extent to which the Tenderer is or has been in compliance with contractual conditions in the performance of the work, either is or has been unsatisfactory;
- 2.12.5.3 the Tenderer has failed to correct a defect disclosed by a correction notice from the Owner in the course of the performance of a current or previous contract with the Owner;
- 2.12.5.4 a contract between the Owner and the Tenderer has been terminated due to the Tenderer's failure to comply with the conditions thereof.
- 2.11.6 The tender of a Tenderer that holds a restricted licence within the meaning of the *Building Act* (CQLR c. B-1.1) or that is registered in the register of enterprises ineligible for public contracts (REIN) within the meaning of the *Act respecting Contracting by Public Bodies* (CQLR c. C-65.1) at any time prior to the awarding of the Contract will be rejected.
- 2.11.7 The tender of a Tenderer that is listed on the *Ineligibility and Suspension List* in accordance with the *Ineligibility and Suspension Policy* at any time prior to the awarding of the Contract will be rejected.
- 2.11.8 Anti-Avoidance Provisions
 - 2.11.8.1 Without limiting the generality of paragraph 2.11.1, the Owner may, at its discretion, reject the tender of a Tenderer that is successor to a company that would be ineligible to be awarded the Contract under Article 2.23 *Integrity Provisions – Tender* if, in the opinion of the Owner, the succession occurred for the purpose of avoiding the ineligibility arising from said Article 2.23.
 - 2.11.8.1.1 Where, after a corporate entity is convicted of an offence listed in Article 2.23 *Integrity Provisions – Tender* or after the corporate entity is listed on the *Ineligibility and Suspension List*, said corporate entity or corporate family to which the corporate entity belongs (including the parent companies, intermediate corporate entities, subsidiaries and Affiliates) undergoes a corporate restructuring (including, without limitation, a merger, amalgamation, acquisition, takeover, sell-off, spin-off, divestiture and consolidation) with the purpose, among other things, of avoiding the ineligibility arising from Article 2.23, the Owner may, at its discretion, reject the tender of the successor tenderer.

2.12 PERIOD OF VALIDITY OF TENDERS

- 2.12.1 Tenders shall be valid for ninety (90) days from the deadline set for the receipt of tenders. However, the Owner reserves the right to extend this period to one hundred and twenty (120) days.

2.13 COMPLIANCE WITH APPLICABLE LAWS

- 2.13.1 By submitting a tender, the Tenderer certifies that it has the legal capacity to enter into a contract in accordance with all federal, provincial and municipal laws and regulations that apply to the submission of the tender and, subsequently, to the performance of the Contract.
- 2.13.2 For the purpose of verifying the requirements of paragraph 2.13.1, the Tenderer shall, upon request, provide a copy of each valid licence, permit, registration, certificate, declaration, filing or other authorization specified in the request, within the time period specified for the submission of such documents.
- 2.13.3 Failure to comply with the requirements set forth herein may result in the rejection of the tender.

2.14 APPROVAL OF ALTERNATIVE MATERIALS

- 2.14.1 In cases where materials are specified by trade name or brand name or by manufacturer's or supplier's name, the tender shall be based on the use of the designated materials. During the Call for Tender period, the Owner may consider alternative materials under the following conditions:
- 2.14.1.1 The request for alternatives shall be made in writing to the Owner's Procurement Advisor at the address indicated in paragraph 2.8.1 at least five (5) working days before the deadline set for the receipt of tenders.
- 2.14.1.2 The request for alternatives shall include, without however being limited to, the following information:
- 2.14.1.2.1 reasons for the request for alternatives;
- 2.14.1.2.2 detailed technical description;
- 2.14.1.2.3 name of the manufacturer;
- 2.14.1.2.4 name of the trade;
- 2.14.1.2.5 relationship to the plans and specifications;
- 2.14.1.2.6 compliance with relevant standards;

- 2.14.1.2.7 technical advantages;
 - 2.14.1.2.8 results of applicable tests and trials.
- 2.14.2 If a Tenderer's request for alternatives is accepted, it will be communicated by way of addendum to all those that have obtained the Call for Tender Documents directly from MERX Private Tenders or directly from the Owner, as the case may be.

2.15 FREE COMPETITION

- 2.15.1 The Tenderer shall not contact any other tenderer about its tender or discuss it with any other tenderer. All tenders shall be submitted without any knowledge of another tenderer's tender and shall be free of any agreement or arrangement with another tenderer.
- 2.15.2 These obligations extend to the Tenderer's employees, agents and representatives. Every tenderer is responsible for ensuring that its conduct and participation in the Call for Tenders are characterized by good faith and free from any collusion or fraud.

2.16 CONFLICTS OF INTEREST – UNFAIR ADVANTAGE

- 2.16.1 No tenderer shall participate or have any interest in the tender of another tenderer either directly or indirectly.
- 2.16.2 In order to protect the integrity of the procurement process, the Tenderer is advised that the Owner may reject a tender in the following circumstances:
- 2.16.2.1 the Tenderer, any of its subcontractors, or any of their respective employees, either current or former, was involved in any way in the preparation of the Call for Tenders, or is in a situation of conflict of interest or appearance of conflict of interest;
 - 2.16.2.2 the Owner considers that the Tenderer, one of its subcontractors, or one of their respective employees, either current or former, had access to information relating to the Call for Tenders that was not available to the other tenderers and that this gives or appears to give the Tenderer an unfair advantage.
- 2.16.3 The Owner does not consider that the experience gained by a tenderer who is currently providing or has provided the goods and services described in the Call for Tender Documents (or similar goods and services) represents an unfair advantage to the tenderer or creates a conflict of interest. However, said tenderer remains subject to the criteria set out above.
- 2.16.4 If a conflict of interest situation arises or if the Tenderer wishes to have a potential conflict of interest situation clarified, the Tenderer shall immediately inform the Procurement Advisor thereof in writing. The Owner may, in its sole discretion, either specify how the Tenderer may remedy the situation, disqualify the Tenderer, or reject its tender. The Tenderer acknowledges that it is within the Owner's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.17 FALSE OR MISLEADING INFORMATION

- 2.17.1 The Owner may, at its discretion, check any information provided by the Tenderer in its tender or in connection with the Call for Tenders.
- 2.17.2 The Owner reserves the right to disqualify any Tenderer or to reject the tender of the Tenderer that provides false or misleading information in its tender or in connection with the Call for Tenders.

2.18 UNDERSTANDING OF THE CONTRACT

- 2.18.1 It is the sole responsibility of the Tenderer to ensure that it has all the information necessary to prepare and submit its tender. In this sense, the Tenderer shall ensure that it has a full understanding of the Contract, of the conditions of performance thereof and of any other matter that may affect the execution of the work, notably in terms of quality, cost and duration.

2.19 TENDERING COSTS

- 2.19.1 All costs, disbursements or expenses incurred by a tenderer in connection with the preparation of its tender or during the period of analysis of its tender shall be borne by said tenderer. The Tenderer is not entitled to any compensation for expenses incurred in the preparation and submission of its tender.
- 2.19.2 The Owner is not liable for such costs, disbursements or expenses nor for reimbursing any costs incurred, regardless of the nature or circumstances, including, without limitation, cases of rejection of any or all tenders, cancellation of the Call for Tenders or cancellation of the project.

2.20 CONFIDENTIALITY

- 2.20.1 A tenderer shall not disclose any information relating to its tender to anyone who is not directly involved in the preparation and submission of said tender without first obtaining the written permission of the Owner.
- 2.20.2 The tenders will be treated as confidential, subject to the requirements of the law. The Owner reserves the right to make as many copies of the tenders as necessary for analysis and evaluation purposes.

2.21 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 2.21.1 Any documents or information provided by the Owner to the Tenderer in connection with the Call for Tenders is and remains the property of the Owner and may not be used by the Tenderer for purposes other than that of preparing its tender. Upon request by the Owner, a tenderer shall deliver such documents to the Owner or, failing such request, destroy them.

2.22 DISCLAIMER

2.22.1 The Owner disclaims all liability for any errors or omissions contained in the Call for Tender Documents or resulting from the Call for Tender process.

2.23 INTEGRITY PROVISIONS – TENDER

2.23.1 Definitions

2.23.1.1 For the purposes of this Article 2.23 pertaining to integrity, the following definitions apply:

2.23.1.1.1 “Affiliate”:

2.23.1.1.1.1 Person, including, without however being limited to, parent companies, subsidiaries, whether or not wholly or partially owned, as well as a Senior Officer;

2.23.1.1.1.2 one Person is an affiliate of another Person if:

one Person is controlled by the other Person;

both Persons are controlled by a third Person;

both Persons are under common control;

each Person is controlled by a third Person and the third Person by whom one Person is controlled is affiliated with the third Person by whom the other Person is controlled;

2.23.1.1.1.3 indicia of control, whether direct or indirect, exercised or not, include, but are not limited to, common ownership, common management, identity of interests (often found in members of the same family), shared facilities and equipment or common use of employees;

2.23.1.1.1.4 an affiliate may also exist in instances of an amalgamation or merger. Where at any time two or more corporations (in this provision referred to as the “predecessors”) amalgamate or merge to form a new corporation, the new corporation and any predecessor are deemed to have been Affiliated with each other where they would have been affiliated with each other immediately before that time if:

the new corporation had existed immediately before that time;

the Persons who were the shareholders of the new corporation immediately after that time had been the shareholders of the new corporation immediately before that time.

- 2.23.1.1.2 “Senior Officer”:
- 2.23.1.1.2.1 means a representative who plays an important role in the establishment of an organization’s policies or is responsible for managing an important aspect of the organization’s activities and, in the case of a body corporate, includes a director, its chief executive officer and its chief financial officer.
- 2.23.1.1.3 “Control”:
- 2.23.1.1.3.1 direct control, such as where:
- a Person controls a body corporate if securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are beneficially owned by the Person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - a Person controls a corporation that is organized on a cooperative basis if the Person and all of the entities controlled by the Person have the right to exercise more than fifty per cent (50%) of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - a Person controls an unincorporated entity, other than a limited partnership, if more than fifty per cent (50%) of the ownership interests, however designated, into which the entity is divided are beneficially owned by that Person and the Person is able to direct the business and affairs of the entity;
 - the general partner of a limited partnership controls the limited partnership;
 - a Person controls an entity if the Person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- 2.23.1.1.3.2 deemed control, such as where:
- a Person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.
- 2.23.1.1.3.3 indirect control, such as where:
- a Person is deemed to control, within the meaning of paragraphs 2.23.1.1.3.1 or 2.23.1.1.3.2, an entity where the aggregate of:
- 2.23.1.1.3.3.1.1 any securities of the entity that are beneficially owned by that Person;
 - 2.23.1.1.3.3.1.2 any securities of the entity that are beneficially owned by any entity controlled by that Person, is such that, if that Person and all of the entities referred to in paragraph 2.23.1.1.3.3.1.2 that beneficially own securities of the entity were one Person, that Person would control the entity.

2.23.1.1.4 "Person":

2.23.1.1.4.1 includes, but is not limited to, individuals, organizations, legal entities, firms, corporations, companies, partnerships and associations of Persons.

2.23.2 Statement

2.23.2.1 The Tenderer shall be eligible to be awarded the Contract pursuant to this Article 2.23 pertaining to integrity, which is rooted, with some modifications, in the *Ineligibility and Suspension Policy* issued by Public Services and Procurement Canada (hereinafter "PSPC") and available at the following Internet address: <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>. The Tenderer shall further comply with the *Excerpts from the Code of Conduct for Procurement* issued by PSPC that are attached in Appendix 2-I and comply with the Owner's *Code of Conduct and Ethics for Suppliers*, available at: https://jacquescartierchamplain.ca/site/assets/files/5755/code-of-conduct-and-ethics-for-suppliers_final_20220908.pdf. In addition, the Tenderer shall respond to the Call for Tenders in an honest, fair and comprehensive manner, account for its capacity to satisfy the requirements stipulated in the Call for Tender Documents and submit a tender only if it is able to fulfill all obligations of the Contract.

2.23.2.2 By submitting a tender, the Tenderer confirms that it understands that, in order to ensure the fairness, openness and transparency in the procurement process, the commission of certain acts or offences and the fact of having pleaded guilty to or having been convicted of certain offences will render it ineligible to be awarded the Contract. The Tenderer further confirms that it is not aware of any determination of ineligibility or suspension rendered by PSPC with respect to itself or one of its Affiliates. The Owner will declare non-responsive any tender in respect of which the information requested is missing or inaccurate, or if the Owner finds that the information in relation to the certifications is found by the Owner to be untrue in any respect, at the time of Contract award. If it is determined, after Contract award, that the Tenderer made a false declaration, the Owner will have the right to withdraw the work from the Contractor for default or terminate the Contract.

2.23.3 List of Names

2.23.3.1 The Tenderer that is a corporate entity, including the Tenderer tendering as a joint venture, shall provide with its tender a complete list of names of all individuals who are currently directors of the Tenderer. The Tenderer tendering as sole proprietorship, including the Tenderer tendering as a joint venture, shall provide with its tender the name of the owner or owners. The Tenderer tendering as a society, firm or association of Persons does not need to provide a list of names.

2.23.3.2 If the required list has not been provided with the tender, the Owner will inform the Tenderer of the time limit within which the information shall be provided. Failure to provide said list within the time limit will result in the tender being rejected. The provision of said list is a mandatory requirement for the award of the Contract.

- 2.23.3.3 The Tenderer shall diligently inform the Owner, in writing, of any changes in the *List of Names for Integrity Verification* at any time prior to the award of the Contract, as well as during the term of the Contract, within the time period specified in said list.
- 2.23.4 Request for Additional Information
- 2.23.4.1 By submitting a tender, the Tenderer certifies that it is aware, and that its Affiliates are aware, that the Owner may request additional information and certifications proving identity or eligibility. The Owner may also verify all the information provided by the Tenderer, including the information relating to the convictions for certain offences and to any conditional or absolute discharges specified in this Article 2.23 relating to integrity, through independent research, including by contacting third parties. Failure to provide the requested information within the required timeframe or failure to cooperate during the verification process will result in the tender being rejected.
- 2.23.5 Lobbying Act
- 2.23.5.1 By submitting a tender, the Tenderer certifies that in the three (3) years preceding the submission of the tender, neither the Tenderer nor any of the Tenderer's Affiliates have been convicted of or pleaded guilty to an offence pursuant to paragraph 14(1), with respect to sections 5 or 7 of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)).
- 2.23.6 Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty
- 2.23.6.1 By submitting a tender, the Tenderer certifies:
- 2.23.6.1.1 that neither the Tenderer nor any of the Tenderer's Affiliates have been convicted of or pleaded guilty to an offence under any of the following provisions, which would result in a legal incapacity to enter into a contract with His Majesty as defined by paragraph 750 (3) of the *Criminal Code* (R.S.C., 1985, c. C-46) and for which they have not received pardon or obtained discharge in accordance with Article 2.23.12 *Canadian Pardons and Discharges*;
- 2.23.6.1.1.1 subsection 80(1)d (*False entry, certificate or return*), subsection 80(2) (*Fraud against His Majesty*) or section 154.01 (*Fraud against His Majesty*) of the *Financial Administration Act* (R.S.C., 1985, c. F-11), or
- 2.23.6.1.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or purchasing office*), section 380 (*Fraud*) for fraud committed against His Majesty or section 418 (*Selling defective stores to His Majesty*) of the *Criminal Code* (R.S.C., 1985, c. C-46), or

2.23.6.1.2 the Tenderer has not been convicted of or pleaded guilty to an offence under the provisions of paragraph 2.23.6.1.1 and has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.23.6.1.1.

2.23.7 Canadian Offences

2.23.7.1 By submitting a tender, the Tenderer certifies:

2.23.7.1.1 that in the three (3) years preceding the submission of the tender, neither the Tenderer nor any of the Tenderer's Affiliates have been convicted of or pleaded guilty to an offence under any of the following provisions that would render them ineligible to be awarded the Contract pursuant to this Article 2.23 relating to integrity and for which they have not received pardon or obtained discharge in accordance with Article 2.23.12 *Canadian Pardons and Discharges*:

2.23.7.1.1.1 section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*), or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (R.S.C., 1985, c. C-46), or

2.23.7.1.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), or section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (R.S.C., (1985), c. C-34), or

2.23.7.1.1.3 section 239 (*False or deceptive statements*) of the *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.)), or

2.23.7.1.1.4 section 327 (*False or deceptive statements*) of the *Excise Tax Act* (R.S.C., 1985, c. E-15), or

- 2.23.7.1.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*) or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (S.C., 1998, c. 34), or
- 2.23.7.1.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or 7 (*Production of substance*) of the *Controlled Drugs and Substances Act* (S.C., 1999, c. 19), or
- 2.23.7.1.2 that the Tenderer has not been convicted of or pleaded guilty to an offence under the provisions of paragraph 2.23.7.1.1 and has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.23.7.1.1.
- 2.23.8 Foreign Offences
- 2.23.8.1 By submitting a tender, the Tenderer certifies:
- 2.23.8.1.1 in the three (3) years preceding the submission of the tender, neither the Tenderer nor any of the Tenderer's Affiliates has been convicted of or pleaded guilty to an offence or held responsible for an act in a jurisdiction other than Canada that would, in the Owner's opinion, be similar to an offence described in Articles 2.23.5 *Lobbying Act*, 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty* and 2.23.7 *Canadian Offences*, and for which they have not received pardon or obtained discharge in accordance with Article 2.23.13 *Canadian Pardons and Discharges* and that:
- 2.23.8.1.1.1 the court before which the Tenderer or Affiliates thereof appeared acted within the court's jurisdiction;
- 2.23.8.1.1.2 the Tenderer or Affiliates thereof appeared during the court's proceedings or submitted to the court's jurisdiction;
- 2.23.8.1.1.3 the court's decision was not obtained by fraud; and
- 2.23.8.1.1.4 the Tenderer or Affiliates thereof were entitled to present to the court every defence that the Tenderer or Affiliates thereof would have been entitled to present had the proceeding been tried in Canada; or
- 2.23.8.1.2 that the Tenderer has not been convicted of or pleaded guilty to an offence or held responsible for an act listed in the provisions described in paragraph 2.23.8.1.1 and has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.23.8.1.1.

2.23.9 Ineligibility for Contract Award

2.23.9.1 The Tenderer certifies that it understands that if the Tenderer or any of the Tenderer's Affiliates has been convicted of or pleaded guilty to an offence or held responsible for an act as described in Articles 2.23.5 *Lobbying Act*, 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty*, 2.23.7 *Canadian Offences* or 2.23.8 *Foreign Offences*, the Tenderer will be ineligible to be awarded the Contract, subject to a public interest exception.

2.23.9.2 The Tenderer certifies that it understands that it will also be ineligible to be awarded the Contract if the Tenderer is listed in the register of enterprises ineligible for public contracts (REIN) within the meaning of the *Act respecting Contracting by Public Bodies* (CQLR c. C-65.1) or listed on the *Ineligibility and Suspension List* in accordance with the *Ineligibility and Suspension Policy* at any time before Contract award.

2.23.10 Declaration Form

2.23.10.1 Where a Tenderer is unable to certify that the Tenderer or one of its Affiliates has not been convicted of or pleaded guilty to an offence or held responsible for an act as described in Articles 2.23.5 *Lobbying Act*, 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty*, 2.23.7 *Canadian Offences* or 2.23.8 *Foreign Offences*, the Tenderer shall complete the *Declaration Form* attached in Section 7A *Tender and Terms of Payment Form*, which shall be submitted with its tender in order for it not to be rejected.

2.23.10.2 Where a Tenderer is unable to certify that the Tenderer or one of its Affiliates is not the subject of any determination of ineligibility or suspension rendered by PSPC, the Tenderer shall complete the relevant section of the *Declaration Form* attached in Section 7A *Tender and Terms of Payment Form*, which shall be submitted with its tender in order for it not to be rejected.

2.23.11 Period of Ineligibility

2.23.11.1 For all offences referenced under Article 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty* for which the Tenderer or any of the Tenderer's Affiliates has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract with the Owner is indefinite, subject to Article 2.23.12 *Canadian Pardons and Discharges*.

2.23.12 Canadian Pardons and Discharges

2.23.12.1 The Tenderer will be eligible to be awarded the Contract, notwithstanding the commission of an act or offence or the fact of having pleaded guilty to or having been convicted of certain offences that give rise or could give rise to an ineligibility to be awarded the Contract under this Article 2.23 relating to integrity if the Tenderer or any of the Tenderer's Affiliates:

2.23.12.1.1 has been granted an absolute discharge in respect of the offence, or a conditional discharge in respect of the offence and those conditions have been satisfied;

- 2.23.12.1.2 has been granted a pardon under His Majesty's royal prerogative of mercy;
- 2.23.12.1.3 has been granted a pardon under section 748 of the *Criminal Code* (R.S.C., 1985, c. C-46);
- 2.23.12.1.4 has received a record of suspension ordered under the *Criminal Records Act* (R.S.C., 1985, c. C-47);
- 2.23.12.1.5 has been granted a pardon under the *Criminal Records Act* (R.S.C., 1985, c. C-47) – as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* came into force (S.C., 2012, c. 1).

2.23.13 Foreign Pardons and Discharges

- 2.23.13.1 The Tenderer will be eligible to be awarded the Contract, notwithstanding the commission of a foreign act or offence or the fact of having pleaded guilty to or having been convicted of certain foreign offences that give rise or could give rise to an ineligibility to be awarded the Contract, if the Tenderer or any of the Tenderer's Affiliates benefited from foreign measures that the Owner considers to be similar in nature to the Canadian pardon or to the conditional or absolute discharge, record suspension or restoration of the rights by the Governor in Council.

2.23.14 Measures put in Place

- 2.23.14.1 In cases where the conviction or guilty plea of the Tenderer or any of the Tenderer's Affiliates that would have rendered the Tenderer ineligible dates back more than three (3) years, or if the Tenderer has, in the past, been listed on the *Ineligibility and Suspension List* in accordance with the *Ineligibility and Suspension Policy*, the Tenderer shall also certify, for itself and its Affiliates, that measures have been diligently put in place to prevent the recurrence of such convictions or wrongdoing.

2.23.15 Subcontractors

- 2.23.15.1 By submitting a tender, the Tenderer certifies that the contracts entered into with its subcontractors include provisions relating to integrity that are similar to those imposed in this Article 2.23 relating to integrity, and that its subcontractors comply thereto.

2.23.16 Public Interest Exception

- 2.23.16.1 The Tenderer certifies that:

2.23.16.1.1 unless it is ineligible to be awarded the Contract under Article 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with His Majesty*, the Owner may, in its sole discretion, award the Contract to the Tenderer that has been convicted of or pleaded guilty to an offence or held responsible for an act, or whose Affiliate has been convicted of or pleaded guilty to an offence or held responsible for an act, as described in Articles 2.23.5 *Lobbying Act*, 2.23.7 *Canadian Offences* and 2.23.8 *Foreign Offences*, if the Owner considers that it is necessary to do so in the public interest, for reasons that may include, without limitation:

2.23.16.1.1.1 emergency;

2.23.16.1.1.2 no one else is capable of performing the Contract;

2.23.16.1.1.3 economic damage;

2.23.16.1.1.4 national security;

2.23.16.1.1.5 health or safety.

END OF SECTION

APPENDIX 2-I

**EXCERPTS FROM THE CODE OF CONDUCT
FOR PROCUREMENT**

(4 PAGES)

EXCERPTS FROM THE CODE OF CONDUCT FOR PROCUREMENT

Context and Purpose of the Code

(...)

The Government of Canada spends billions of dollars every year on the procurement of goods and services. The government has a responsibility to maintain the confidence of the vendor community and the Canadian public in the procurement system; in this sense, it must carry out its procurement activities in an accountable, ethical and transparent manner.

The *Code of Conduct for Procurement*, available at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>, provides all those involved in the procurement process – public servants and vendors alike – with a clear statement of mutual expectations to ensure a common basic understanding among all participants in procurement.

The *Code* reflects the policy of the Government of Canada and is framed by the principles set out in the *Financial Administration Act* and the *Federal Accountability Act*. It consolidates the federal government's conflict of interest and anti-corruption measures as well as other legislative and policy requirements relating specifically to procurement. This *Code* summarizes the existing law; it changes neither the law nor interpretation thereof.

By providing a single point of reference to key responsibilities and obligations, the government is making the measures easier to find and understand in light of an overall commitment to the highest standards of ethical conduct. The *Code* will be reviewed as necessary to ensure it continues to meet this objective.

The government expects that all those involved in the procurement process will abide by the provisions of this *Code*.

The Procurement Process: Openness, Fairness and Transparency

(...)

In addition to the legal provisions, the tenets of fairness, openness and transparency are further assured by Treasury Board policies, Public Works and Government Services Canada (PWGSC) procurement policies and the internal procedures adopted by individual government departments and agencies.

(...)

Responsibilities

Public servants and vendors each have responsibilities in the contracting process.

Responsibilities of Public Servants

Public servants serve the Canadian public by acquiring goods and services, including construction services, required to achieve the objectives approved by the government. In performing these activities, including defining requirements and evaluating bids/offers/arrangements, they adhere to the laws, regulations and policies established by the government. As public servants, they commit to uphold the democratic, professional, ethical and people values of the *Values and Ethics Code for the Public Sector*, available at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25049>. At the time of signing and accepting their offer of employment, public servants acknowledge that compliance with the *Values and Ethics Code for the Public Sector* is a condition of employment.

Public servants connected with the collection, management or disbursement of public money are required, under the *Financial Administration Act* to report in writing to a superior officer any knowledge or information related to 1) the contravention of, or 2) fraud committed by any person against His Majesty, under the *Financial Administration Act*, or regulations or any revenue law.

Public servants must perform their duties and arrange their private affairs so that public confidence and trust in the integrity, objectivity and impartiality of government are maintained and enhanced. Public servants must comply with the requirements of the *Values and Ethics Code for the Public Sector* and of the *Policy on Conflict of Interest and Post-Employment* and with any additional departmental guidelines. The following elements of the *Values and Ethics Code for the Public Sector* and of the *Policy on Conflict of Interest and Post-Employment* are of particular relevance in procurement. The *Policy on Conflict of Interest and Post-Employment* is available at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25178>.

Conflict of Interest Measures

(Please refer to Appendix B of the *Policy on Conflict of Interest and Post-Employment* and to the *Values and Ethics Code for the Public Sector*.)

A public servant maintains public confidence in the objectivity of the public service by preventing and avoiding situations that could give the appearance of a conflict of interest, result in a potential for a conflict of interest or result in an actual conflict of interest.

Public servants:

- are required to evaluate their assets and liabilities, taking into consideration the nature of their official duties and the characteristics of their assets. If there is any real, apparent or potential conflict of interest between the carrying out of their official duties and their assets and liabilities, they are to report this matter to their deputy head in a timely manner;
- may engage in employment outside the public service and take part in outside activities unless the employment or activities are likely to give rise to a real, apparent or potential conflict of interest or to undermine the impartiality of the public service or the objectivity of the public servant;
- considering involvement in political activity should seek the advice of their manager, a designated departmental official, the Public Service Commission (PSC) or a human resources advisor before acting;

- are not to accept any gifts, hospitality or other benefits that may have a real, apparent or potential influence on their objectivity in carrying out their official duties or that may place them under obligation to the donor. This includes activities such as free or discounted admission to sporting and cultural events, travel or conferences;
- may not solicit gifts, hospitality, other benefits or transfers of economic value from a person, group or organization in the private sector who has dealings with the government (with the exception of fundraising for charitable organizations such as the Government of Canada Workplace Charitable Campaign [GCWCC]). When fundraising for charitable organizations, public servants must ensure that they have prior written authorization from their deputy head in order to solicit donations, prizes or contributions in kind from external organizations or individuals;
- are responsible for demonstrating objectivity and impartiality in the exercise of their duties and in their decision-making, whether related to staffing, financial awards or penalties to external parties, transfer payments, program operations or any other exercise of responsibility.

Post-employment Measures

(Please refer to Appendix B of the *Policy on Conflict of Interest and Post-Employment* and to the *Values and Ethics Code for the Public Sector*.)

All public servants have a responsibility to minimize the possibility of real, apparent or potential conflict of interest between their most recent responsibilities within the federal public service and their subsequent employment outside the public service. Former public servants in executive positions or positions of risk for post-employment conflict of interest, for a period of one year after leaving office, shall not:

- accept appointment to a board of directors of entities with which they had significant official dealings during the period of one year immediately prior to the termination of their service. The official dealings in question may either be directly on the part of the public servant or through their subordinates;
- make representations on behalf of another person to any government department or organization with which they had significant official dealings during the period of one year immediately prior to the termination of their service. The official dealings in question may either be directly on the part of the public servant or through their subordinates;
- give advice to their clients, using information that is not publicly available, concerning the programs or policies of the departments or organizations with which they were employed or with which they had a direct and substantial relationship.

Responsibilities of Vendors

Vendors must respond to the government's solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid/offer/arrangement or contract documents and submit bids/offers/arrangements and enter into contracts only if they will fulfill all obligations of the contract.

Vendors are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

(...)

Respect for Responsibilities of Public Servants

To help ensure that the entire procurement process conforms to the highest standards of ethical conduct, vendors should avoid any action that would jeopardize current or former public servants' ability to respect their obligations under the *Values and Ethics Code for the Public Sector* and of the *Policy on Conflict of Interest and Post-Employment*.

Vendors will not offer or give public servants gifts, hospitality or other benefits that may have a real or apparent influence on their objectivity in carrying out their official duties or that may place them under obligation to the donor. This includes free or discounted admission to sporting and cultural events arising out of an actual or potential business relationship directly related to the public servants' official duties.

Vendors will not employ public servants in activities that might subject public servants to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively.

Vendors may not hire directly, or through a third party, former public servants during their one-year cooling-off period where this would constitute a violation of post-employment measures under the *Policy on Conflict of Interest and Post-Employment* and the *Values and Ethics Code for the Public Sector*.

(...)

References:

- *Financial Administration Act (R.S.C., 1985, c. F-11)*
- *Federal Accountability Act (S.C., 2006, c. 9)*