



Contracting Policy Notice 2008-3 – Amendments to the Treasury Board Contracting Policy: Administrative changes (Archived)

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Politique sur les marchés du Conseil du Trésor (Archivé)

To properly view the table below please access the pdf document, as the online version is misaligned.

June 19, 2008

To: Functional Heads, Finance and Administration of all Departments and Agencies

From: Executive Director / Assets and Acquired Services Directorate

Subject: Amendments to the Treasury Board Contracting Policy – Administrative changes

Contracting Policy Notice 2008-3

Summary

Treasury Board approved amendments to the Treasury Board Contracting Policy that address administrative matters that have arisen over the past few years. The effective date of these administrative changes is September 1, 2008. These amendments, listed in Annex A, provide greater clarity for certain issues pertaining to Crown procurement, while improving ease of use and relevance of the published policy document. They reflect current contracting practices in departments, and are based upon previous decisions that are not reflected in the published Contracting Policy. The amendments are housekeeping in nature. Indeed, many of the amendments simply represent technological improvements by making use of hyperlinks to ensure real time access to the authoritative sources supporting the Contracting Policy. The existing version of the Contracting Policy will be archived on the Treasury Board Secretariat website.

TBS publications

All TBS publications are available online via the TBS web site at: <http://www.tbs-sct.gc.ca/>

Enquiries

For further information please contact: Treasury Board Secretariat at 613-957-2432.

Bob Hirst

Executive Director

Assets and Acquired Services Directorate

Annex A - Policy Amendments

Current Contracting Policy text	Proposed marked-up technical and administrative changes	Proposed Contracting Policy text	Comments
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<p>Table of Contents</p>	<p>...</p> <p>4.3 Contracting with Aboriginals and Aboriginal businesses</p> <p>...</p> <p>16.14 Truck haulage rates Deleted</p> <p>...</p> <p>Appendix G - The Conflict of Interest and Post-Employment Code for Public Office Holders (1994) (Reserved for future use) 2008-05-07</p> <p>...</p> <p>Appendix P - Dredging(Reserved for future use) 2008-05-07</p> <p>...</p>	<p>...</p> <p>4.3 Contracting with Aboriginals and Aboriginal businesses</p> <p>...</p> <p>16.14 Deleted</p> <p>...</p> <p>Appendix G - (Reserved for future use) 2008-05-07</p> <p>...</p> <p>Appendix P - (Reserved for future use) 2008-05-07</p> <p>...</p>	<p>These changes to the Table of Contents reflect the administrative and technical changes in this table.</p>
<p>Index</p>	<p>(Delete entirely and replace with)</p> <p>Deleted (an archived version is available on the TBS website)</p>	<p>Deleted (an archived version is available on the TBS website)</p>	<p>The index is out of date and less frequently used in favour of search tools in office software. The archived version of the Contracting Policy will be available for those people who want to use it.</p>
<p>4.2.12 All contracts must contain appropriate clauses to reflect the requirements of the government's <i>Policy on Conflict of Interest and Post-Employment</i> (see Appendix G).</p>	<p>4.2.12 All contracts must contain appropriate clauses to reflect the requirements of the government's <i>Policy on Conflict of Interest and Post-Employment</i> (see Appendix G) the <i>Conflict of Interest Act</i>.</p>	<p>4.2.12 All contracts must contain appropriate clauses to reflect the requirements of the <i>Conflict of Interest Act</i>.</p>	<p>The Policy was replaced in 1991 and superseded by the <i>Conflict of Interest Act</i>. This reference will be updated throughout the Contracting Policy and will include a hyperlink to the Justice Canada web page for the Act (http://laws.justice.gc.ca/en/showdoc/cs/C36.65//20080415/en?command=search&caller=SI&search_type=all&shorttitle=conflict%20of%20interest%20act&day=15&month=4&year=2008&search_domain=cs&showall=L&statuteyear=all&lengthannual=50&length=50).</p>

<p>4.2.22 When applicable, contracting authorities are to implement the contract priority provisions of the James Bay and Northern Quebec Agreement (JBNQA) and the JBNQA Implementation Agreement (1990), referred to together as "the Agreement", in relation to all contracts awarded by the Crown in the Territory. The policy and implementation measures (prescribed in Appendix T) shall be carried out in a manner that recognizes the developing nature of the economy and labour force in the Territory. The policy, as expressed in the Agreement, applies to and is to take all reasonable measures to encourage Inuit participation in all contracts. The policy applies to all contracts that are created by projects initiated or conducted in the Territory, by the Crown or its agents, delegates, contractors or subcontractors.</p>	<p>4.2.22 When applicable, contracting authorities are to implement the contract priority provisions of the James Bay and Northern Quebec Agreement (JBNQA) and the JBNQA Implementation Agreement (1990), referred to together as "the Agreement", in relation to all contracts awarded by the Crown in the Territory. The policy and implementation measures (prescribed in Appendix T) shall be carried out in a manner that recognizes the developing nature of the economy and labour force in the Territory. The policy, as expressed in the Agreement, applies to and is to take all reasonable measures to encourage Inuit participation in all contracts. The policy applies to all contracts that are created by projects initiated or conducted in the Territory, by the Crown or its agents, delegates, contractors or subcontractors. Deleted (moved to section 4.3).</p>	<p>4.2.22 Deleted (moved to section 4.3)</p>	<p>This paragraph is moved to section 4.3 without change.</p>
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<p>4.2.26 The <i>Government Contracts Regulations</i> have been amended to allow Contracting Authorities to set aside the bidding requirements in the Regulations when procuring certain printing and other services from the new owner of Canada Communications Group, Canada Communications Group Inc. (CCG Inc.). In effect these amendments allow departments and agencies to use the services of CCG Inc., on an optional basis, in much the same way as they used the services of CCG. The amendments are for five years from the effective date of the Order in Council, March 7, 1997. See Appendix C.</p>	<p>4.2.26 The <i>Government Contracts Regulations</i> have been amended to allow Contracting Authorities to set aside the bidding requirements in the Regulations when procuring certain printing and other services from the new owner of Canada Communications Group, Canada Communications Group Inc. (CCG Inc.). In effect these amendments allow departments and agencies to use the services of CCG Inc., on an optional basis, in much the same way as they used the services of CCG. The amendments are for five years from the effective date of the Order in Council, March 7, 1997. See Appendix C. Deleted.</p>	<p>4.2.26 Deleted</p>	<p>These special limits expired in 2002.</p> <p>The change is also reflected in the amendments to Appendix C.</p>
<p>(none)</p>	<p>5.1.6 Deputy heads are required to publicly disclose quarterly, within one month after the close of each quarter, contracts entered into or amendments valued at over \$10,000.</p>	<p>5.1.6 Deputy heads are required to publicly disclose quarterly, within one month after the close of each quarter, contracts entered into or amendments valued at over \$10,000.</p>	<p>This amendment reflects government policy since 2004, but was not included in a Treasury Board policy. The direction provided by the Secretary of the Treasury Board regarding how to report the contracts remains in effect.</p>
<p>(none)</p>	<p>4.3 Contracts with Aboriginals and Aboriginal businesses</p> <p>4.3.1 The Government of Canada has entered into Comprehensive Land Claims Agreements with aboriginal peoples. These agreements have the force of law and are protected in Canada's Constitution. Many agreements include provisions dealing with economic and social development benefits affecting contracting in land claim areas.</p>	<p>4.3 Contracts with Aboriginals and Aboriginal businesses</p> <p>4.3.1 The Government of Canada has entered into Comprehensive Land Claims Agreements with aboriginal peoples. These agreements have the force of law and are protected in Canada's Constitution. Many agreements include provisions dealing with economic and social development benefits affecting contracting in land claim areas.</p>	<p>These amendments reflect requirements that have been in place for years in various contracting policy notices, but were not incorporated into the Contracting Policy. In addition, the links to the various agreements are included in the amendment.</p>

Below are links to these agreements, park agreements and co-operation agreements that contain aboriginal participation requirements or other contracting requirements.

4.3.2 All Comprehensive Land Claim Agreements except the James Bay and Northern Quebec Agreement can be obtained at:

Publications and Public Enquiries Kiosk

***Department of Indian Affairs and Northern Development,
Les Terrasses de La Chaudière,
Room 1415,
10 Wellington Street,
Ottawa, Ontario K1A 0H4.***

Telephone

(819) 997-0380; facsimile (819) 953-3017.

***Copies of the James Bay and Northern Quebec Agreement can be purchased from the "Editeur Officiel du Québec" by sending a request by facsimile to:
1-800-561-3479.***

4.3.3 Program managers and contracting officials should note that many contracting obligations start at the project planning stage, which should be documented on the contract file.

4.3.4 Program managers and contracting officers should note that the interpretation of how specific procurements contribute to achieving the spirit and intent of the agreements while complying with the principles of fairness, openness and transparency requires a detailed understanding of the agreements and contracting requirements.

4.3.5 Deputy heads are encouraged to seek legal advice before changing their procurement practices, policies

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or systems to ensure that the government's legal obligations will continue to be met.

4.3.6 Deputy heads should note that the North American Free Trade Agreement and the World Trade Agreement include provisions to allow procurements to be set aside for aboriginals, including contracts in land claim areas. Similar measures "adopted or maintained with respect to Aboriginal peoples" also allow exemptions from the Agreement on Internal Trade.

4.3.7 When applicable, contracting authorities are to implement the contract priority provisions of the James Bay and Northern Quebec Agreement (JBNQA) and the JBNQA Implementation Agreement (1990), referred to together as "the Agreement", in relation to all contracts awarded by the Crown in the Territory. The policy and implementation measures (prescribed in Appendix T) shall be carried out in a manner that recognizes the developing nature of the economy and labour force in the Territory. The policy, as expressed in the Agreement, applies to and is to take all reasonable measures to encourage Inuit participation in all contracts. The policy applies to all contracts that are created by projects initiated or conducted in the Territory, by the Crown or its agents, delegates, contractors or subcontractors.

4.3.8 Section 4. Inuit of Nunavut Land Claim Agreement - July 9, 1993

Contracting Authorities should refer to the Nunavut Settlement Agreement Article 2 for General Provisions, Article 8 for the establishment,

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4.3.8 Section 4. Inuit of Nunavut Land Claim Agreement - July 9, 1993

Contracting Authorities should refer to the Nunavut Settlement Agreement Article 2 for General Provisions, Article 8 for the establishment, operation or

operation or maintenance of park facilities, and Article 33 for contracts relating to archaeological work. This section of the policy reflects the Government contracting obligations addressed in Article 24 of the Agreement.

Article 1

1.1.1 "Designated Inuit Organization" (DIO) means

- a. the Tungavik, or
- b. in respect of a function under the Agreement, any organizations that have been designated under Section 39.1.3 as responsible for that function

Article 8

8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:

- a. give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and
- b. ensure that all contractors give preferential treatment to Inuit.

8.4.9 A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.

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Part 1: Definitions

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Article 24

Part 1: Definitions

24.1.1 In this Article:

"Government" means the Government of Canada or the Territorial Government;

"government contract" means a contract, other than a contract for government employment as defined in Article 23 of the Agreement, between the Government and a party other than Government or any other government for procurement of goods or services, and includes

- a. **contracts for the supply of goods,**
- b. **construction contracts,**
- c. **contracts for the supply of services, and**
- d. **leases;**

"Government of Canada" means all federal departments and departmental corporations listed in Schedules I and II, and parent Crown Corporations listed in Schedule III, Part I of the *Financial Administration Act* RSC 1985, Chapter F-11;

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- a. **a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,**
- b. **a co-operative controlled by Inuit, or**
- c. **an Inuk sole proprietorship or partnership;**

"invite" means to call publicly for bids;

"representative level of employment" means a level of employment in the Nunavut Settlement Area that reflects the ratio of Inuit to the total population of the Nunavut Settlement Area;

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"solicit" means to request bids from a limited number of businesses based on some form of pre qualification;

"Territorial Government" means all territorial government departments and all public agencies defined by the *Financial Administration Act*, S.N.W.T. 1987 (1), c.16, Part IX and Schedules A, B, C, but excluding the Northwest Territories Power Corporation.

Part 2: Definitions

24.2.1 The Government of Canada and the Territorial Government shall provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts.

Part 3: Procurement Policies

Government of Canada Policies

24.3.1 Consistent with this Article, the Government of Canada shall develop, implement or maintain procurement policies respecting Inuit firms for all Government of Canada contracts required in support of its activities in the Nunavut Settlement Area.

24.3.2 The Government of Canada shall develop or maintain its procurement policies in close consultation with the DIO, and shall implement the policies through legislative, regulatory or administrative measures.

24.3.3 The measures referred to in Section 24.3.2 shall be binding on the Government of Canada, and shall be given effect:

- a. **in all cases, no later than one year following the date of the ratification of the Agreement; and**

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- a. in all cases, no later than one year following the date of the ratification of the Agreement; and

b. with respect to survey contracts prior to the award of survey contracts arising from Article 19 of the Agreement.

Adaptability Over Time

24.3.5 Procurement policies and implementing measures shall be carried out in a manner that responds to the developing nature of the Nunavut Settlement Area economy and labour force. In particular, the policies shall take into account the increased ability, over time, of Inuit firms to compete for and to successfully complete government contracts.

Policy Objectives

24.3.6 Procurement policies and implementing measures shall reflect, to the extent possible, the following objectives:

- a. **increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;**
- b. **improved capacity of Inuit firms to compete for government contracts; and**
- c. **employment of Inuit at a representative level in the Nunavut Settlement Area work force.**

Consultation

24.3.7 To support the objectives set out in Section 24.3.6, the Government of Canada and the Territorial Government shall develop and maintain policies and programs in close consultation with the DIO which are designed to achieve the following objectives:

- a. **increased access by Inuit to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and**

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- a. increased access by Inuit to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and

- b. **greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses.**

Part 4: Bid Invitation

24.4.1 In co-operation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area.

24.4.2 In inviting bids on government contracts in the Nunavut Settlement Area, the Government of Canada and the Territorial Government shall provide all reasonable opportunities to Inuit firms to submit competitive bids, and, in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:

- a. **set the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;**
- b. **invite bids by commodity groupings to permit smaller and more specialised firms to bid;**
- c. **permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised firms to bid;**
- d. **design construction contracts in a way so as to increase the opportunity for smaller and more specialised firms to bid; and**
- e. **avoid artificially inflated employment skills requirements not essential**

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- d. design construction contracts in a way so as to increase the opportunity for smaller and more specialised firms to bid; and
- e. avoid artificially inflated employment skills requirements not essential

to the fulfilment of the contract.

24.4.3 Where the Government of Canada or the Territorial Government intends to invite bids for government contracts to be performed in the Nunavut Settlement Area, it shall take all reasonable measures to inform Inuit firms of such bids, and provide Inuit firms with a fair and reasonable opportunity to submit bids.

Part 5: Bid Solicitation

24.5.1 Where the Government of Canada or the Territorial Government solicits bids for government contracts to be performed in the Nunavut Settlement Area, it shall ensure that qualified Inuit firms are included in the list of those firms solicited to bid.

24.5.2 Where an Inuit firm has previously been awarded a government contract, and has successfully carried out the contract, that Inuit firm shall be included in the solicitation to bid for contracts of a similar nature.

24.5.3 In the absence of competitive bidding for government contracts, qualified Inuit firms will be given fair consideration.

Part 6: Bid Criteria

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

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- a. **the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;**
- b. **the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or**
- c. **the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.**

24.6.2 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Territorial Government for the awarding of its government contracts in the Nunavut Settlement Area:

- a. **the proximity of head offices, administrative offices or other facilities to the area where the contract will be carried out;**
- b. **the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit or Inuit firms in carrying out the contract; or**
- c. **the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.**

Part 7: List of Inuit Firms

24.7.1 The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and

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Part 7: List of Inuit Firms

24.7.1 The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and

services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.

Part 8: Evaluation and Monitoring

24.8.1 The Government of Canada and the Territorial Government, in co-operation with the DIO, shall take the necessary measures to monitor and periodically evaluate the implementation of this Article.

Part 9: Implementation

24.9.1 The objectives of this Article shall be achieved throughout the allocation or re-allocation of government expenditures without imposing additional financial obligation on the Government of Canada or the Territorial Government.

24.9.2 The Territorial Government will carry out the terms of this Article through the application of Territorial Government preferential contracting policies, procedures and approaches intended to maximise local, regional and northern employment and business opportunities.

24.9.3 The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease within one year

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24.9.1 The objectives of this Article shall be achieved throughout the allocation or re-allocation of government expenditures without imposing additional financial obligation on the Government of Canada or the Territorial Government.

24.9.2 The Territorial Government will carry out the terms of this Article through the application of Territorial Government preferential contracting policies, procedures and approaches intended to maximise local, regional and northern employment and business opportunities.

24.9.3 The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease

of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the requirement to continue such provisions every five years or at such other times as they may agree.

Part 10: Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Restoration and Clean-Up of DEW sites within the Inuvialuit Settlement Region - February 2, 1996

33.6.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the Nunavut Settlement Area, the agency shall:

- a. give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and**
- b. ensure that all contractors give preferential treatment to qualified Inuit.**

33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

4.3.9 Links to some Comprehensive Land Claims Agreements that contain contracting obligations:

**James Bay and Northern Quebec Agreement
(particularly articles 28.10.3, 28.10.4, 28.10.11, and 29.0.31)**

within one year of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the requirement to continue such provisions every five years or at such other times as they may agree.

Part 10: Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Restoration and Clean-Up of DEW sites within the Inuvialuit Settlement Region

- February 2, 1996

33.6.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the Nunavut Settlement Area, the agency shall:

- a. give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and
- b. ensure that all contractors give preferential treatment to qualified Inuit.

33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

4.3.9 Links to some Comprehensive Land Claims Agreements that contain contracting obligations:

Agreement Respecting the Implementation of the James Bay and Northern Quebec Agreement (signed September 12, 1990), Annex A – Inuit Employment and Contract Priority.

Inuvialuit Final Agreement (particularly article 16)
Gwich'in Comprehensive Land Claim Agreement (particularly articles 10.1.4 and 25.1.10, as well as Appendix C, sections 9.7, 11.6, 13.6, and 17.2)

Inuit of Nunavut Land Claim Agreement (particularly articles 2 and 24)

Umbrella Final Agreement Between The Government Of Canada, The Council For Yukon Indians And The Government Of The Yukon (particularly articles 6.4, 13.1.1.3 and 22.5.0)

First Nation of Nacho Nyak Dun Final Agreement (particularly articles 6.4.0, 13.1.1.3 and 22.5.0)
Champagne and Aishihik First Nations Final Agreement (particularly articles 6.4.0, 13.1.1.3, 13.12.0 and 22.5)

Teslin Tlingit Council Final Agreement (particularly articles 6.4.0, 13.1.1.3, and 22.5.0)

Vuntut Gwitchin First Nation Final Agreement (particularly articles 9.6, 9.7 and 9.8 (Chapter 10, Schedule A), 6.4.0, 13.1.1.3, and 22.5.0)

Selkirk First Nation Final Agreement (particularly articles 5.1 and 5.2 (Chapter 13, Schedule A), 13.1, 15.7 and 17.14)

Little Salmon/Carmacks First Nation Final Agreement (particularly articles 13.1, 15.7 and 17.14)

Sahtu Dene and Metis Comprehensive Land Claim Agreement (particularly

James Bay and Northern

Quebec Agreement
(particularly articles 28.10.3, 28.10.4, 28.10.11, and 29.0.31)

Agreement Respecting the Implementation of the James Bay and Northern Quebec Agreement (signed September 12, 1990), Annex A – Inuit Employment and Contract Priority.

Inuvialuit Final Agreement (particularly article 16)
Gwich'in Comprehensive Land Claim Agreement (particularly articles 10.1.4 and 25.1.10, as well as Appendix C, sections 9.7, 11.6, 13.6, and 17.2)

Inuit of Nunavut Land Claim Agreement (particularly articles 2 and 24)

Umbrella Final Agreement Between The Government Of Canada, The Council For Yukon Indians And The Government Of The Yukon (particularly articles 6.4, 13.1.1.3 and 22.5.0)

First Nation of Nacho Nyak Dun Final Agreement (particularly articles 6.4.0, 13.1.1.3 and 22.5.0)

Champagne and Aishihik First Nations Final Agreement (particularly articles 6.4.0, 13.1.1.3, 13.12.0 and 22.5)

Teslin Tlingit Council Final Agreement (particularly articles 6.4.0, 13.1.1.3, and 22.5.0)

Vuntut Gwitchin First Nation Final Agreement (particularly articles 9.6, 9.7 and 9.8 (Chapter 10, Schedule A), 6.4.0, 13.1.1.3, and 22.5.0)

Selkirk First Nation Final Agreement (particularly articles 5.1 and 5.2 (Chapter 13, Schedule A), 13.1, 15.7 and 17.14)

Little Salmon/Carmacks First Nation Final Agreement (particularly articles 13.1, 15.7 and 17.14)

articles 12.2.1, 21.3 and 26.2.8)

Northeastern Quebec Agreement (amends JBNQA)

Labrador Inuit LandClaims Agreement

Nunavik Inuit LandClaims Agreement

Tlicho Agreement

Carcross Tagish First Nation Final Agreement

Kluane First Nation Final Agreement

Kwanlin Dun First Nation Final Agreement

Ta'an Kwach'an Council Final Agreement

Tr'ondëk Hwëch'in Final Agreement

Umbrella Final Agreement

Nisga'a Final Agreement

Note: if any of the above links do not work, the agreement may be accessible at:

http://www.ainc-inac.gc.ca/pr/agr/index_e.html

[Sahtu Dene and Metis](#)

[Comprehensive Land Claim Agreement](#) (particularly articles 12.2.1, 21.3 and 26.2.8)

Northeastern Quebec Agreement (amends JBNQA)

Labrador Inuit LandClaims Agreement

Nunavik Inuit LandClaims Agreement

Tlicho Agreement

Carcross Tagish First Nation Final Agreement

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Kwanlin Dun First Nation Final Agreement

Ta'an Kwach'an Council Final Agreement

Tr'ondëk Hwëch'in Final Agreement

Umbrella Final Agreement

Nisga'a Final Agreement

Note: if any of the above links do not work, the agreement may be accessible at:

http://www.ainc-inac.gc.ca/pr/agr/index_e.html

<p>12.8.7 Contracting authorities are required to have the prior concurrence of the Assistant Deputy Minister, Justice Canada, Business and Regulatory Law Portfolio, before proceeding with arbitration of any question that involves the interpretation or application of the public law of Canada (i.e., constitutional, administrative, criminal and tax law) including, without limitation, the interpretation of any statute relating to public law, or the exercise of any power under such law.</p> <p>12.8.8 These modifications expanding the use of arbitration apply to all contracts entered into pursuant to the <i>Government Contracts Regulations</i> and to grants, contributions and other financial assistance agreements if they are of a commercial nature. Additional guidelines with respect to greater use of arbitration in real property transactions are being developed and will be issued separately by the Real Property Management Division, Comptrollership Branch, Treasury Board Secretariat.</p>	<p>12.8.7 Contracting authorities are required to have the prior concurrence of the Assistant Deputy Minister, Justice Canada, Business and Regulatory Law Portfolio, before proceeding with arbitration of any question that involves the interpretation or application of the public law of Canada (i.e., constitutional, administrative, criminal and tax law) including, without limitation, the interpretation of any statute relating to public law, or the exercise of any power under such law.Deleted</p> <p>12.8.8 These modifications expanding the use of arbitration apply to all contracts entered into pursuant to the <i>Government Contracts Regulations</i> and to grants, contributions and other financial assistance agreements if they are of a commercial nature. Additional guidelines with respect to greater use of arbitration in real property transactions are being developed and will be issued separately by the Real Property Management Division, Comptrollership Branch, Treasury Board Secretariat.Deleted</p>	<p>12.8.7 Deleted</p> <p>12.8.8 Deleted</p>	<p>These sections have been replaced by guidance to legal counsel issued by the Deputy Minister of Justice</p>
<p>12.2.5 Timing and Amount of Advance Payments. Except in extraordinary</p>	<p>12.2.5 <i>Timing and Amount of Advance Payments</i>. Except in extraordinary circumstances, in accordance with the principles of</p>	<p>12.2.5 <i>Timing and Amount of Advance Payments</i>. Except in extraordinary circumstances, in accordance with the principles</p>	<p>This change clarifies the requirements regarding advance payments. Advance payments in any given fiscal year must relate</p>

circumstances, in accordance with the principles of annual appropriations and the basis on which funds are appropriated by Parliament,

- a. advance payments cannot be made in one fiscal year in respect of a contract that does not start until the next fiscal year;
- b. where an advance payment is in respect of extraordinary start-up costs, the payment is to relate to, and cannot exceed, the actual start-up costs expected to be incurred by the contractor in the fiscal year in which the payment is made; otherwise, advance payments in any given fiscal year must relate to, and cannot exceed, the value of the work to be performed or the goods or services reasonably expected to be provided during that year;
- c. multi-year maintenance contracts are to, as a minimum, provide for annual payments for each year of the contract, and multi-year licensing agreements should, to the

annual appropriations and the basis on which funds are appropriated by Parliament,

- a. advance payments cannot be made in one fiscal year in respect of a contract that does not start until the next fiscal year;
- b. where an advance payment is in respect of extraordinary start-up costs, the payment is to relate to, and cannot exceed, the actual start-up costs expected to be incurred by the contractor in the fiscal year in which the payment is made; otherwise, advance payments in any given fiscal year must relate to, and cannot exceed, the value of the work to be performed or the goods or services reasonably expected to be provided during that year;
- c. multi-year maintenance contracts are to, as a minimum, provide for annual payments for each year of the contract, and multi-year licensing agreements should, to the extent possible, do the same; and
- d. departments cannot carry funds over from one fiscal year to the next by transferring them to revolving funds or specified purpose accounts, or by pre-paying for goods and services from revolving funds; **and**
- e. **advance payments in any given fiscal year must relate to, and should not exceed, the value of the work to be performed or the goods or services reasonably expected to be provided during that year.**

of annual appropriations and the basis on which funds are appropriated by Parliament,

- a. advance payments cannot be made in one fiscal year in respect of a contract that does not start until the next fiscal year;
- b. where an advance payment is in respect of extraordinary start-up costs, the payment is to relate to, and cannot exceed, the actual start-up costs expected to be incurred by the contractor in the fiscal year in which the payment is made;
- c. multi-year maintenance contracts are to, as a minimum, provide for annual payments for each year of the contract, and multi-year licensing agreements should, to the extent possible, do the same;
- d. departments cannot carry funds over from one fiscal year to the next by transferring them to revolving funds or specified purpose accounts, or by pre-paying for goods and services from revolving funds; and
- e. advance payments in any given fiscal year must relate to, and should not exceed, the value of the work to be performed or the goods or services reasonably expected to be provided during that year.

to, and should not exceed, the value of the work to be performed or the goods or services reasonably expected to be provided during that year; Before authorizing an advance payment in excess of the value of the goods or services that would be reasonably expected to be provided during a fiscal year, the Contracting Authority must approve the justification that satisfies all of the requirements in section 12.2.4, and this approval must be placed on the contract file.

<p>extent possible, do the same; and</p> <p>d. departments cannot carry funds over from one fiscal year to the next by transferring them to revolving funds or specified purpose accounts, or by pre-paying for goods and services from revolving funds.</p>			
<p>13.1.3 <i>Bid depositories.</i> Bid depositories are offices operated by the construction industry through which trade contractors may send their bids to the prime contractors of their choice who are bidding on construction projects. Additional information as well as a list of acceptable bid depositories is found in Appendix N.</p>	<p>Delete.</p>	<p>Delete.</p>	<p>After adoption of local bid depository rules across Canada on a pilot basis and following extensive consultation with the Canadian Construction Association and many bid depositories across the country, the Construction Subcommittee of the Treasury Board Advisory Committee on Contracts recommends that paragraph 13.1.3 and Appendix N be replaced by local bid depository rules across Canada.</p>
<p>14.2.1 According to Section 9 of the Department of Public Works and Government Services Act, the Minister of Public Works and Government Services may delegate "... any of the Minister's powers, duties or functions under this Act to an appropriate minister within the meaning of the Financial Administration Act" for such periods and under such terms and conditions as deemed suitable.</p>	<p>14.2.1 According to Section 98 of the Department of Public Works and Government Services Act, the Minister of Public Works and Government Services may delegate "... any of the Minister's powers, duties or functions under this Act to an appropriate minister for any period and under any terms and conditions that the Minister considers suitable "within the meaning of the Financial Administration Act" for such periods and under such terms and conditions as deemed suitable.</p>	<p>14.2.1 According to Section 8 of the Department of Public Works and Government Services Act, the Minister of Public Works and Government Services may delegate "... any of the Minister's powers, duties or functions under this Act to an appropriate minister for any period and under any terms and conditions that the Minister considers suitable."</p>	<p>The current wording in this section does not accurately reflect the wording in Act.</p>

<p>14.2.2 The conditions specified by the Public Works and Government Services Canada governing their Minister's delegation of purchase authority are detailed in the Public Works and Government Services Canada Customer Manual or under separate departmental Memoranda of Understanding.</p> <p>14.2.3 The delegations generally apply to all departments and agencies, excluding National Defence, listed in Schedules I and II of the Financial Administration Act (FAA) and to branches designated as departments for the purposes of the Act.</p>	<p>14.2.2 The conditions specified by the Public Works and Government Services Canada governing their Minister's delegation of purchase authority are detailed in the Public Works and Government Services Canada Customer Manual or under separate departmental Memoranda of Understanding. Deleted</p> <p>14.2.3 The delegations generally apply to all departments and agencies, excluding National Defence, listed in Schedules I and II of the Financial Administration Act (FAA) and to branches designated as departments for the purposes of the Act. Deleted</p>	<p>14.2.2 Deleted</p> <p>14.2.3 Deleted</p>	<p>These two sections contain errors and there is no risk created by removing them:</p> <p>Section 14.2.2. incorrectly states that the conditions on an appropriate minister's delegation are in the PWGSC Customer Manual or in an Memorandum of Understanding. In fact, the conditions are found in the delegation instrument.</p> <p>Section 14.2.3 incorrectly states that delegations generally apply to all departments. In fact, the DPWGS Act gives the Minister of PWGSC the power to delegate his powers under the Act to any appropriate minister and within his departmental portfolio.</p>
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<p>16.10 Consulting and professional services</p> <p>16.10.1 Contracts with consultants or professionals may be entered into for specialized services when:</p> <ul style="list-style-type: none"> the advice or services sought and the resulting expenditure can be justified as necessary to satisfy program requirements; the services can be defined well enough to form the basis of a contract; the services are available at reasonable cost; and their use is consistent with specific government policies. <p>This policy does not apply to the following:</p> <ul style="list-style-type: none"> legal services, training and educational services, etc <p>16.10.2 Parts of this policy may apply more to complex, higher value contracts and should be used with discretion on contracts valued at \$25,000 or less.</p>	<p>16.10 Consulting and professional services</p> <p>16.10.1 Contracts with consultants or professionals may be entered into for specialized services when:</p> <ul style="list-style-type: none"> the advice or services sought and the resulting expenditure can be justified as necessary to satisfy program requirements; the services can be defined well enough to form the basis of a contract; the services are available at reasonable cost; and their use is consistent with specific government policies. <p>This policy Section 16.10 does not apply to the following:</p> <ul style="list-style-type: none"> legal services, training and educational services, etc <p>16.10.2 Parts of this policy may apply more to complex, higher value contracts and The requirements in section 16.10 should be used with discretion on contracts valued at \$25,000 or less.</p>	<p>16.10 Consulting and professional services</p> <p>16.10.1 Contracts with consultants or professionals may be entered into for specialized services when:</p> <ul style="list-style-type: none"> the advice or services sought and the resulting expenditure can be justified as necessary to satisfy program requirements; the services can be defined well enough to form the basis of a contract; the services are available at reasonable cost; and their use is consistent with specific government policies. <p>Section 16.10 does not apply to the following:</p> <ul style="list-style-type: none"> legal services, training and educational services, etc <p>16.10.2 The requirements in section 16.10 should be used with discretion on contracts valued at \$25,000 or less.</p>	<p>This technical amendment is to avoid the common misperception of these sections that the Contracting Policy does not apply to contracts for consulting or professional services.</p>
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<p>16.14 Truck haulage rates</p> <p>16.14.1 When contracting for the services of independent truckers for haulage work on federal projects, either directly or through subcontracts, federal departments and agencies are to pay at least minimum haul rates established by provincial and territorial governments. Contracts that may require haulage work are to include the necessary clause to ensure implementation of this policy in contracts between the government's prime contractors and their suppliers of haulage services. For haulage work between provinces and territories, the applicable rates are to be those that are in effect in the province or territory in which the project, the majority of the project or the largest component of the project is located. (Effective August 15, 1999.)</p>	<p>16.14 Truck haulage rates Deleted</p> <p>16.14.1 When contracting for the services of independent truckers for haulage work on federal projects, either directly or through subcontracts, federal departments and agencies are to pay at least minimum haul rates established by provincial and territorial governments. Contracts that may require haulage work are to include the necessary clause to ensure implementation of this policy in contracts between the government's prime contractors and their suppliers of haulage services. For haulage work between provinces and territories, the applicable rates are to be those that are in effect in the province or territory in which the project, the majority of the project or the largest component of the project is located. (Effective August 15, 1999.)</p>	<p>16.14 Deleted</p>	<p>There are no guidelines for haul rates and this creates confusion as to what the federal Government does or does not pay, contrary to the requirements of paragraph 16.14.1. While there are no minimum haul rates, New Brunswick has established maximum haul rates, which the government pays as a matter of practice. Should a provincial or territorial government impose legislation related to minimum haulage rates in future, the federal Government contracts would automatically adopt these rates through the standard "applicable laws" clause.</p>
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<p>Appendix B - Regulations respecting government contracts P.C. 1987-1355, June 30, 1987 (SOR 87-402, as amended by SOR 91-651, SOR 92-503, SOR 96-472 and SOR 97-115)</p> <p>Download Appendix B</p> <p>Published March 6, 1998. The contents of this appendix are mandatory since they are regulations pursuant to sub-section 41(1) of the <i>Financial Administration Act</i>.</p> <p>Short Title</p> <p>1. These Regulations may be cited as the <i>Government Contracts Regulations</i>.</p> <p>(etc)</p>	<p>Appendix B - Regulations respecting government contracts P.C. 1987-1355, June 30, 1987 (SOR 87-402, as amended by SOR 91-651, SOR 92-503, SOR 96-472 and SOR 97-115)</p> <p>Download Appendix B</p> <p>Published March 6, 1998. The contents of this appendix are mandatory since they are regulations pursuant to sub-section 41(1) of the <i>Financial Administration Act</i>.</p> <p>Short Title</p> <p>1. These Regulations may be cited as the <i>Government Contracts Regulations</i>.</p> <p>(etc)</p> <p>The <i>Government Contracts Regulations</i> are available at http://laws.justice.gc.ca/en/showtdm/cr/SOR-87-402//?showtoc=&instrumentnumber=SOR-87-402.</p>	<p>Appendix B - Regulations respecting government contracts</p> <p>The Government Contracts Regulations are available at http://laws.justice.gc.ca/en/showtdm/cr/SOR-87-402//?showtoc=&instrumentnumber=SOR-87-402.</p>	<p>The current Appendix B contains an old version of the <i>Government Contracts Regulations</i>. Replacing the text with an electronic link to the current version, available on the Justice Canada website will ensure that this appendix is always current. The underlined text in the policy will be a hyperlink in the digital version of the policy. That is, someone would only need to click on it to retrieve a copy of the Regulations.</p>
<p>Appendix C, Part I, paragraph 4:</p> <p>4. The special limits for a contracting authority related to entry into and amending a contract with a former public servant in receipt of a pension are set out in Schedule 5.</p>	<p>4. The special limits for a contracting authority related to entry into and amending a contract with a former public servant in receipt of a pension are set out in Schedule 54.</p>	<p>4. The special limits for a contracting authority related to entry into and amending a contract with a former public servant in receipt of a pension are set out in Schedule 4.</p>	<p>A new schedule 4 was inserted in the past and the previous schedule 4 was renumbered as schedule 5. This reference was not updated at that time.</p>

Current Schedule 1 in Appendix C:

Schedule 1 – Construction contracts

Item	Col I	Col II	Col III	Col IV	Col V	Col VI	Col VII
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	Contracting Authority For	Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	—	—	400	200	40	40
2.	Public Works and Government Services Canada	20,000	10,000	10,000	5,000	500	500

Proposed marked-up technical and administrative changes to Schedule 1 of Appendix C:

Schedule 1 – Construction contracts (\$000's)

Item	Col I Contracting Authority For	Col II	Col III	Col IV	Col V	Col VI	Col VII
		Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	—400	—200	400	200	40	40
2.	Public Works and Government Services Canada	20,000	10,000	10,000	5,000	500	500

Proposed contracting Policy Text:

Schedule 1 – Construction contracts (\$000's)

Item	Col I Contracting Authority For	Col II	Col III	Col IV	Col V	Col VI	Col VII
		Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	400	200	400	200	40	40
2.	Public Works and Government Services Canada	20,000	10,000	10,000	5,000	500	500

Comments:

The schedule requires all electronic bids for construction by departments (other than PWGSC) to be tendered in printed format or to seek Treasury Board approval. The latter has not been done for many years and departments are electronically tendering construction contracts without any problems. The limit was established when the industry practice was for printed tenders (columns IV and V in the schedule) were the standard industry practice. Currently, the standard industry practice is for electronic tenders.

Current Schedule 2 in Appendix C:

**Schedule 2 – Goods contracts
(Subject to delegation from the Minister
of Public Works and Government Services when required)
(\$000's)**

Item	Col I	Col II	Col III	Col IV	Col V	Col VI	Col VII
	Contracting Authority For	Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	—	—	400	200	40	40
2.	All Programs, for printing services contracts with Canada Communications Group Inc. (effective until March 7, 2002)	—	—	400	200	100	50
3.	Public Works and Government Services Canada	40,000	20,000	10,000	5,000	2,000	1,000

Proposed marked-up technical and administrative changes to Schedule 2 of Appendix 2:

**Schedule 2 – Goods contracts
(Subject to delegation from the Minister
of Public Works and Government Services when required)
(\$000's)**

Item	Col I	Col II	Col III	Col IV	Col V	Col VI	Col VII
	Contracting Authority For	Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	—	—	400	200	40	40
2.	All Programs, for printing services contracts with Canada Communications Group Inc. (effective until March 7, 2002) Deleted	—	—	400	200	100	50
3.	Public Works and Government Services Canada	40,000	20,000	10,000	5,000	2,000	1,000

Proposed Contracting Policy text:

**Schedule 2 – Goods contracts
(Subject to delegation from the Minister
of Public Works and Government Services when required)
(\$000's)**

Item	Col I	Col II	Col III	Col IV	Col V	Col VI	Col VII
	Contracting Authority For	Electronic Bidding		Competitive		Non-Competitive	
		Entry	Amendments	Entry	Amendments	Entry	Amendments
1.	All Programs not specifically named herein	—	—	400	200	40	40
2.	Deleted						
3.	Public Works and Government Services Canada	40,000	20,000	10,000	5,000	2,000	1,000

Comments

As the use of the Canada Communications Group Inc. is no longer a requirement under the Government Contracts Regulations, there is no policy reason for any limits regarding contracts with this supplier.

Current Contracting Policy text	Proposed marked-up technical and administrative changes	Proposed Contracting Policy text	Comments
Appendix C, Part II, exceptional contracting limits, paragraph 9 (e): (e) enter into a non-competitive contract for architectural and engineering services if the amount payable does not exceed \$50,000;	(e) enter into a non-competitive contract for architectural and engineering services if the amount payable does not exceed \$50,000\$100,000;	(e) enter into a non-competitive contract for architectural and engineering services if the amount payable does not exceed \$100,000;	This section was not updated as approved by the Treasury Board on 20 July 1993 for the Department of Foreign Affairs and International Trade.
Appendix C, Part II, exceptional contracting limits, paragraph 21: 21. The Minister responsible for the National Film Board may enter into and amend non-competitive service contracts for producer services .in the making of films up to a combined total of \$250,000.	21. The Minister responsible for the National Film Board may enter into and amend non-competitive service contracts for producer services .in the making of films up to a combined total of \$250,000\$500,000.	21. The Minister responsible for the National Film Board may enter into and amend non-competitive service contracts for producer services .in the making of films up to a combined total of \$500,000.	Treasury Board approved this amendment to the exceptional contracting limits on September 22, 2004 (TB 831475).

<p>Appendix C, Part II, exceptional contracting limits, paragraph 27:</p> <p>27. The Minister responsible for the National Research Council of Canada may enter into contracts for serial publication acquisitions and renewals and to acquire backsets, provided that individual contracts or call-ups against standing offers do not exceed \$100,000.</p>	<p>27. The Minister responsible for the National Research Council of Canada may enter into contracts for serial publication acquisitions and renewals and to acquire backsets, provided that individual contracts or call-ups against standing offers do not exceed \$100,000 without the approval of Treasury Board.</p>	<p>27. The Minister responsible for the National Research Council of Canada may enter into and amend contracts for publications and renewals and to acquire backsets without the approval of Treasury Board.</p>	<p>This amendment reflects the unlimited delegation from the Minister of PWGSC to buy these goods at the National Research Council.</p>
<p>Appendix C, Part II, exceptional contracting limits, paragraph 34:</p> <p>34. The Minister responsible for the Public Service Commission may, for the purpose of teaching and research services related to the operations of Training and Development Canada,</p> <p>(a) enter into a non-competitive service contract with a contractor, including one with a former official of the Public Service in receipt of a pension if the amount does not exceed \$100,000; or</p> <p>(b) increase the amount payable under such a contract by a total not exceeding \$50,000.</p>	<p>34. The Minister responsible for the Public Service Commission Canada School of the Public Service may, for the purpose of teaching and research services related to the its operations of Training and Development Canada,</p> <p>(a) enter into a non-competitive service contract with a contractor, including one with a former official of the Public Service in receipt of a pension if the amount does not exceed \$100,000; or</p> <p>(b) increase the amount payable under such a contract by a total not exceeding \$50,000.</p>	<p>34. The Minister responsible for the Canada School of the Public Service may, for the purpose of teaching and research services related to its operations,</p> <p>(a) enter into a non-competitive service contract with a contractor, including one with a former official of the Public Service in receipt of a pension if the amount does not exceed \$100,000; or</p> <p>(b) increase the amount payable under such a contract by a total not exceeding \$50,000.</p>	<p>The Canada School of the Public Service changed its responsible minister from the Public Service Commission years ago. This change reflects the current governance structure.</p>
<p>Appendix C, Part II, exceptional contracting limits, paragraph 38:</p> <p>38. The Minister responsible for Indian Affairs and Northern Development may:</p> <p>a. enter into and amend a non-competitive service contract for the services of federal negotiators up to a</p>	<p>38. The Minister responsible for Indian Affairs and Northern Development may, until March 31, 2012:</p> <p>a. enter into and amend a non-competitive service contract for the services of</p>	<p>38. The Minister responsible for Indian Affairs and Northern Development may, until March 31, 2012:</p> <p>a. enter into and amend a non-</p>	<p>Treasury Board approved this amendment to extend the exceptional contracting limits in 2007.</p>

cumulative value of \$1,500,000 with the following conditions:

- i. entry level authority limit to a maximum \$500,000;
 - ii. amendments not to exceed \$500,000 in a 12-month period; and
 - iii. fees for professional services not to exceed \$250,000 in a 12-month period.
- b. enter into and amend a non-competitive service contract for the services of Crown deponents and expert witnesses for DIAND litigation up to a cumulative value of \$400,000;
- c. enter into and amend a non-competitive service contract for the services of Crown deponents and expert witnesses for DIAND litigation who are former public servants in receipt of a pension up to a cumulative value of \$150,000 with the following conditions:
- i. entry level authority limit to a maximum of \$100,000;
 - ii. each amendment not to exceed \$50,000; and,
 - iii. all contracts subject to the application of the fee abatement policy.
- d. enter into and amend a non-competitive service contract for the services of the Yukon, N.W.T. and Nunavut Water Board Activities for a cumulative value not to exceed \$375,000.

federal negotiators for Claims, Litigation and Self-Government

Negotiations, up to a cumulative value of \$1,500,000 with the following conditions:

- i. entry level authority limit to a maximum \$500,000;
 - ii. amendments not to exceed \$500,000 in a 12-month period; and
 - iii. fees for professional services not to exceed \$250,000 in a 12-month period.
- b. enter into and amend a non-competitive service contract for the services of Crown deponents and expert witnesses for **Department of Indian Affairs and Northern Development (DIAND)** litigation up to a cumulative value of \$400,000;
- c. enter into and amend a non-competitive service contract for the services of Crown deponents and expert witnesses for DIAND litigation who are former public servants in receipt of a pension up to a cumulative value of \$150,000 with the following conditions:
- i. entry level authority limit to a maximum of \$100,000;
 - ii. each amendment not to exceed \$50,000; and,
 - iii. all contracts subject to the application of the fee abatement policy
- Treasury Board Contracting Policy with regard to the application of the fee abatement formula.**

competitive service contract for the services of federal negotiators for Claims, Litigation and Self-Government Negotiations, up to a cumulative value of \$1,500,000 with the following conditions:

- i. entry level authority limit to a maximum \$500,000;
 - ii. amendments not to exceed \$500,000 in a 12-month period; and
 - iii. fees for professional services not to exceed \$250,000 in a 12-month period.
- b. enter into and amend a non-competitive service contract for the services of Crown deponents and expert witnesses for Department of Indian Affairs and Northern Development (DIAND) litigation up to a cumulative value of \$400,000;
- c. enter into and amend a non-competitive service contract for the services of Crown deponents and

d. enter into and amend a non-competitive service contract for the services of the Yukon, N.W.T. and Nunavut Water Board Activities for a cumulative value not to exceed \$375,000 **amend contracts with federal negotiators and federal representatives that were entered into under the Exceptional Contracting Approval Limits to extend the period of the explicit indemnification provisions.**

expert witnesses for DIAND litigation who are former public servants in receipt of a pension up to a cumulative value of \$150,000 with the following conditions:

- i. entry level authority limit to a maximum of \$100,000;
- ii. each amendment not to exceed \$50,000; and,
- iii. all contracts subject to the application of the Treasury Board Contracting Policy with regard to the application of the fee abatement formula.

d. amend contracts with federal negotiators and federal representatives that were entered into under the Exceptional Contracting Approval Limits to extend the period of the explicit indemnification provisions.

<p>Appendix C, Part II, exceptional contracting limits, paragraph 55:</p> <p>55. The Minister responsible for the National Capital Commission may enter into competitive construction contracts awarded through the electronic bidding process if the amount does not exceed \$2,000,000, and to amend such contracts to a maximum of 15% or \$300,000.</p>	<p>55. The Minister responsible for the National Capital Commission may enter into competitive construction contracts awarded through the electronic bidding process if the amount does not exceed \$2,000,000, and to amend such contracts to a maximum of 15% or \$300,000. 55. The National Capital Commission may enter into and amend contracts without Treasury Board approval.</p>	<p>55. The National Capital Commission may enter into and amend contracts without Treasury Board approval.</p>	<p>This deletion is consistent with the government's response to the National Capital Commission's Mandate Review (December 2006, recommendation #3: "That all the current special constraints placed on the NCC's operations as a Crown corporation be removed..."). The NCC will continue to be subject to the <i>Government Contracts Regulations</i>, but there will be no further contracting submissions for Treasury Board approval when this change is made thereby achieving the objective of this recommendation.</p>
<p>Appendix G - The Conflict of Interest and Post-Employment Code for Public Office Holders (1994)</p> <p>Download Appendix G</p> <p>Published December 1, 1995. The contents of this appendix contain both mandatory requirements as well as guidelines.</p> <p>1. In June 1994, the Prime Minister issued the Conflict of Interest and Post-Employment Code for Public Office Holders (1994), replacing the Conflict of Interest and Post-Employment Code for Public Office Holders (1985). The effect of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) is that currently, two conflict of interest codes exist; one for Public Office Holders, and one for the Public Service.</p> <p>etc.</p>	<p>Appendix G - ReservedThe Conflict of Interest and Post-Employment Code for Public Office Holders (1994)</p> <p>Download Appendix G</p> <p>Published December 1, 1995. The contents of this appendix contain both mandatory requirements as well as guidelines.</p> <p>1. In June 1994, the Prime Minister issued the Conflict of Interest and Post-Employment Code for Public Office Holders (1994), replacing the Conflict of Interest and Post-Employment Code for Public Office Holders (1985). The effect of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) is that currently, two conflict of interest codes exist; one for Public Office Holders, and one for the Public Service.</p> <p>etc.</p>	<p>Appendix G - Reserved</p>	<p>The Conflict of Interest and Post-Employment Code for Public Office Holders was replaced by the requirements of the <i>Conflict of Interest Act</i>. This Act is hyperlinked in section 4.2 of the policy.</p>

Appendix N - Bid depositories

Published April 1, 1992. The contents of this appendix contain both mandatory requirements as well as guidelines.

1. Bid depositories were established by the industry to improve tendering practices. The bid depository receives and holds in safe custody sealed bids from trade contractors and ensures that prime contractors receive firm bids in writing with enough time to compile their own bids completely and accurately. For projects valued at more than \$200,000, contracting authorities should use the services of a local bid depository for the reception of trade bids.

2. For larger construction projects, (over \$200,000) the contracting authority may publish an advertisement inviting bids from prime contractors. The prime contractors, in turn, seek bids from trade contractors to compile their own bids. If the bidding advertisement specifies the use of a bid depository for a particular trade, all interested trade contractors must bid to the prime contractors by depositing their bids in the specified depository.

3. *Use of bid depositories.* For specific trades, contracting authorities may prescribe the use of bid depositories, provided that:

(etc.)

Delete.

Appendix N Deleted.

After adoption of local bid depository rules across Canada on a pilot basis and following extensive consultation with the Canadian Construction Association and many bid depositories across the country, the Construction Subcommittee of the Treasury Board Advisory Committee on Contracts recommends that paragraph 13.1.3 and Appendix N be replaced by local bid depository rules across Canada.

Appendix P - Dredging

Download Appendix P

Published October 1, 1989. This appendix contains mandatory instructions and contract clauses.

These instructions apply to every contract over \$100,000 when dredging operations are a significant portion of the work. They do not apply to other types of contracts in which dredging operations are incidental to the major portion of the work.

1. Additional requirements

Bids solicitations, and contracts in which dredging is the principal work, must include the terms and conditions of the standard construction contract form and the additional terms and conditions contained in section 3. below.

(etc)

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(etc)

Amended June 2008

Reserved.

Appendix P

Amended June 2008

Reserved.

Appendix P is no longer used since it is so out of date. For example, the appendix includes requirements for an interdepartmental review committee, but no such committee has been convened in many years.

(In Appendix R)

1.5 The expression “UCP” means the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500.

3.5 A letter of credit shall:
• provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500.

7.1 The letters of credit used pursuant to this policy must contain reference to and follow the practices of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision in force since January 1, 1994, known as ICC Publication No 500.

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7.1 The letters of credit used pursuant to this policy must contain reference to and follow the practices of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, known as ICC Publication No 600.

The International Chamber of Commerce updated its practice document and changed its publication number. If this change is not made, all new letters of credit issued by all banks in the world that reflect these international standards will not be acceptable.

Appendix S - Surety bonds for government contracts

Insert the following two missing forms for a Bid Bond and a Performance Bond at the end of appendix S:

BID BOND

Bond No. Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that as Principal, hereinafter called the Principal, and as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto, as Obligee, hereinafter called the Crown, in the amount ofDollars (\$), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED thisday of 20.....

WHEREAS, the Principal has submitted a written tender to the Crown, dated theday of, 20....., for

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- a. the Principal, should its tender be accepted within the period specified by the Crown, or, if no period be specified, within one hundred and twenty (120) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- b. the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in the Bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

.....
Principal

.....
Witness

.....
Surety

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

Bond No. Amount:

KNOW ALL PERSONS MEN BY THESE PRESENTS, that as Principal, hereinafter called the Principal, and as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto as Obligee, hereinafter called the Crown, in the amount of Dollars (\$), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this day of , 20

WHEREAS, the Principal has entered into a Contract with the Crown, datedfor

..... which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall
 - a. if the work is not taken out of the Principal's hands, remedy the default of the Principal
 - b. if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work
 - i. it shall be between the Surety and the completing contractor, and
 - ii. the selection of such completing contractor shall be subject to the approval of the Crown,
 - c. if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
 - d. be liable for and pay all the excess costs of completion of the Contract, and
 - e. not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.

2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.

3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

.....
Principal

.....
Surety

Comments

These two bond forms were missing from Appendix S as a result of administrative oversight.

Date modified:

[Contracting Policy Notices](#)