

**REQUEST FOR PROPOSAL**

**For**

**Catering Services**

**For**

**THE CANADA SCHOOL OF PUBLIC SERVICE**

**SOLICITATION DATE: August 2, 2013**

**CLOSING DATE AND TIME: September 11, 2013, 2:00 P.M., EASTERN TIME**

**Standing Offer Authority:**

Corey Wilcox  
Procurement Officer  
Canada School of Public Service  
Telephone: 613-863-6573  
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E-mail address: [Corey.Wilcox@cspc-efpc.gc.ca](mailto:Corey.Wilcox@cspc-efpc.gc.ca)

**Offer Submissions:**

Offers must be sent to the Canada School of Public Service, at the following address:

**Proposal Receiving Unit**  
**SOLICITATION NUMBER: CSPS-RFP-1314-CW-002**  
**Canada School of Public Service**  
**373 Sussex Dr**  
**Ottawa, Ontario, K1N 6Z2**  
**Tel: (613) 286-9785**

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings
4. Options to File a Complaint

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Evaluation Criteria

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Required with the Bid

### **PART 6 – SECURITY AND FINANCIAL REQUIREMENTS**

1. Security Requirement
2. Financial Capability

### **PART 7 - RESULTING CONTRACT CLAUSES**

#### **List of Annexes:**

Annex A	Statement of Work
Annex B	Basis of Payment / Pricing Tables
Annex C	Federal Contractors Program for Employment Equity - Certification
Annex D	Task Authorization Form
Annex E	General Conditions
Annex F	Supplemental Conditions

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **2. Summary**

The Canada School of Public Service (CSPS) is the common learning service provider for the Public Service of Canada. In order to support development and learning needs of organizations, it offers back to basics learning products and services that are relevant, accessible and affordable for all federal public servants throughout Canada.

The School contributes to learning, by building and maintaining a modern, high-quality, professional Public Service. The School is mandated to:

- Encourage pride and excellence in the Public Service;
- Foster a sense of common purpose, values and traditions;
- Support common learning and development needs;
- Assist deputy heads in meeting their organization's learning needs; and
- Pursue excellence in public sector management and public administration.

The Conferences and Special Events Division delivers large-scale events, including ADM Forum and conferences for departments. It leads the design and delivery of learning events such as senior leader orientations, DM Seminars, Armchair Discussions and ME Series.

In support of the Canada School of Public Service, the Conferences and Special Events and Senior Leaders teams require the services of qualified, professional catering firm to provide a variety of catering services, offering food and/or refreshment service requirements for a variety of event deliveries, a variety of menu selections, guaranteed quality and freshness of food and a regard for ethnic and specific dietary requirements.

The Caterer will be required to provide morning, afternoon and evening refreshments, breakfasts, lunches and dinners as required to two different locations within the National Capital area. Catering services will apply to various sizes of groups with guest totals up to 150 guests.

The period of the resulting Contract will be for 1 year with options to extend the Contract by 2 periods of 1 year each.

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. Options to File a Complaint**

Complaints regarding procurement process for contracts under \$25,000 for goods and under \$100,000 for services:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

Complaints regarding procurement process for contracts covered by the trade agreements:

Procurement complaints may be filed with the Canadian International Trade Tribunal (CITT) by potential suppliers concerning alleged breaches by the Government of Canada of the prescribed procedural requirements applicable to any aspects of the procurement process for contracts covered by the trade agreements i.e. the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (the AIT), and the Agreement on Government Procurement (the AGP) of the World Trade Organization.

The CITT is an independent administrative tribunal that, among other things, receives, inquires into, decides and makes recommendations in respect of procurement complaints. More information can be obtained from the CITT WEB site at this address:  
[http://www.citt-tcce.gc.ca/index\\_e.asp](http://www.citt-tcce.gc.ca/index_e.asp)

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following changes:

- a) Wherever Public Works and Government Services Canada (PWGSC) revise to read "Canada School of Public Service (CSPS)";
- b) At Article 05, Submission of Offers, subparagraph 4, delete "Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation. Insert "Offers will remain open for acceptance for a period of not less than 120 days from the closing date of the bid solicitation."
- c) At Article 08, Transmission by Facsimile, is deleted in its entirety. Facsimile bids will not be accepted.
- d) At Article 20, Further Information, delete the second paragraph in its entirety.

### **2. Submission of Bids**

Offers must be submitted only to the School Proposal Receiving Unit by the date, time and place indicated on page 1 of the RFP.

Bidders must indicate the RFP Number on the packaging when submitting their bids.

Due to the nature of the bid solicitation, bids transmitted by facsimile to the School will be accepted.

### **3. Former Public Servant**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required in Part 5 Certifications.

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable The School to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where The School determines that the enquiry is

not of a proprietary nature. The School may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by The School.

## **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

The School requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The School requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In the technical bid, bidders shall address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the School requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **Section II: Financial Bid**

Bidders must submit their financial bid by completing the tables in the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of the School will evaluate the bids.

During the bid evaluation period, Bidders may or may not be required to supply other information to support, validate or clarify the details included in their bids. Information shall be made available to the School within three (3) working days of receipt of a request. Failure to provide the information within this time frame may result in an offer being deemed non compliant.

The bid evaluation will be conducted in four steps.

#### **Step 1) RFP Conditions**

The School will first evaluate if the bids meet the conditions spelled out in the RFP. Bids will be evaluated on a pass or fail basis. Failure on the part of the bid to meet any one (1) condition will result in the bid being deemed non compliant and no further consideration will be given thereto.

#### **Step 2) Mandatory Criteria**

The School will first evaluate all offers on the basis of the Mandatory Criteria. Bids will be evaluated on a pass or fail basis. Bid must meet ALL of the Mandatory Criteria to be considered compliant and considered for further evaluation. Failure on the part of the bid to meet any one (1) Mandatory Requirement will result in the bid being deemed non compliant and no further consideration will be given thereto.

#### **Step 3) Financial Evaluation**

Following completion of the Technical Evaluation, a Financial Evaluation will be conducted for all bids found to be responsive.

The financial evaluation of responsive Bids will be conducted as follows:

The Offeror must offer pricing for each item and will remain the same for the Contract Period and each Option Year by submitting an offer using Appendix B "Basis of Payment". The Offer Evaluated Price will be determined by adding the values in each column; then adding those values together to get a value for each table; the value of each table will then be added together to get the evaluated price of the bid. The Offer Evaluated Price will only be used for the evaluation purpose.

### **2. Basis of Selection**

To be declared responsive, a bid must:

- a) comply with all of the conditions of the RFP;
- b) meet all mandatory requirements; and
- c) have provided the certifications

Bids not meeting (a), (b) or (c) will be declared non-responsive and will not be considered for the basis of selection.

The selection will be based on the responsive bid with the lowest evaluated price and will be recommended for award of a contract.

**3. Evaluation Criteria**

**3.1 Mandatory Criteria**

Mandatory Requirements (MR)

Failure to provide ALL of the information requested below with your bid will result in your bid being deemed non-responsive. This information will provide CSPA with background information on your firm and must demonstrate to CSPA that your firm has the ability and experience to provide the service described in accordance with the Statement of Work and the terms and condition herein. Should any of the information supplied be unverifiable, ambiguous or incomplete your bid will be deemed non-responsive.

All bidders must submit a technical proposal using the format below and which will include the following:

No.	Mandatory Criteria	Met / Not Met
MR1	<p>Offeror's Profile</p> <p>A <u>detailed</u> summary which outlines your company profile and background. Please use the following headings as outlined below.</p> <p>Legal and Operating Name                      Year of Incorporation                      Name of Owner/Principal(s)                      Location                      Contact Information (mailing address, phone, fax, e-mail)                      Company Background                      Bidders may include any relevant diplomas/certificates/awards or achievements.</p>	

MR2	<p><b>Offeror's Experience</b></p> <p>Bidders must provide detailed information, in the form of 2 projects in the last 5 years, which explain and demonstrate your firm's experience in providing this type of service in the past. Your firm must have experience in providing the following catering services;</p> <p>The provision of catering services to both small and large scale groups of guests (your projects must demonstrate services to a minimum of 100 guests); Must include all the types of meals provided in Annex B, Basis of Payment (i.e. Breaks, breakfast, lunch and dinner service);</p> <p>A table-style format MUST be used to capture ALL projects, with separate columns (<u>using the headings underlined below</u>) for each of the following: <u>name</u> of the project; <u>summary</u> description of the services provided, addressing each of the qualifying conditions above, the sequencing of individual moves, the total number of people moved, as well the objective(s) and outcome(s) for the project; <u>duration</u> of the project – start and completion dates; <u>number/description of resources</u> assigned to the project; description of the <u>Offeror's role</u> on the project; <u>dollar value</u> of the project; <u>name of the client organization</u>.</p>	
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Please note that if Bidders choose to use the same projects for MR2 and MR3 they must use 2 separate tables for each project and each mandatory requirement, addressing all bullet points in each section.

MR3	<p>The contractor must be able to cater to specific dietary requirements if requested within 24 hours prior to the event.</p>	
MR4	<p><u>On-Site Contact availability:</u></p> <p>The Contractor must have an on-site contact available for the duration of each event, when the single-point-of-contact is not available or not on-site.</p> <p><u>Contractor Staff:</u></p> <ul style="list-style-type: none"> <li>• Must be fully bonded;</li> <li>• Must have working proficiency in both official languages; and</li> <li>• Must wear identification tags showing name of hotel or establishment including name of the employee preferably with an identification photo.</li> </ul>	

## **PART 5 - CERTIFICATIONS**

The Bidders must provide the certifications and the required documentation before a contract can be awarded.

The certifications provided by bidders to The School are subject to verification by The School at all times. The School will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **Aboriginal supplier self-identification**

The School has made a commitment to increase contracting actions between the federal government and Aboriginal businesses, in accordance with The Procurement Strategy for Aboriginal Business. In order to assist the School in reporting contracting activities with Aboriginal businesses, it is important that Aboriginal Offerors identify themselves as such by completing and providing appropriate Certification Requirements which have been developed by Aboriginal Affairs and Northern Development Canada.

### **1. Mandatory Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist the School in confirming that the certifications are true.

#### **1.2 Conflict of Interest**

The Bidder acknowledges and agrees that it is a term of the Contract that no person who is not in compliance with the provisions of Chapter 2 - Conflict and Interest Measures and Chapter 3 - Post-Employment Measures of the Values and Ethics Code for the Public Service (current version) shall derive any direct benefit from this Contract. The Bidder further acknowledges and agrees that failure to comply with the provisions of chapters 2 and 3 referenced herein will render the Bidder ineligible to provide services under the Contract resulting from this RFP.

The Bidder certifies that he has not accepted or received, directly or indirectly, advantage, benefit, preferential treatment or assistance of any kind through a member of his family or a friend in relation to this RFP and any resulting Contract.

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Signature of authorized representative

Date

### 1.3 Former Public Servants

Contracts with former public servants (FPS) in receipt of a pension must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Offerors must provide the information required below.

#### *Definitions*

For the purposes of this clause,

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

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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Signature of authorized representative

Date

#### **1.4 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

The School will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

The School will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex DC Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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Signature of authorized representative

Date

#### **1.5 Certification of Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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Signature of authorized representative

Date

## **PART 6 – SECURITY and FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

### **2. Financial Capability**

2.1 The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b) If the date of the financial statements in 2.1 a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- d) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- e) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the

subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- f) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

2.3 If the Bidder is a subsidiary of another company, then any financial information in 2.1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself.

2.4 The School reserves the right to request from the Bidder any other information that the School requires to conduct a complete financial capability assessment of the Bidder.

2.5 If the Bidder provides the information required above to the School in confidence while indicating that the disclosed information is confidential, then the School will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).

2.6 In determining the Bidder's financial capability to fulfill this requirement, the School may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of the School, a performance guarantee from a third party or some other form of security, as determined by the School).

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the approved Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

The General Conditions listed in Annex G apply to and form part of the Contract.

#### **2.2 Supplemental General Conditions**

The Supplemental Conditions listed in Annex H apply to and form part of the Contract.

### **3. Security Requirement**

All resources proposed to provide services in response to a TA must have and maintain a valid Reliability Status security clearance for the duration of the services granted or approved by CISD/PWGSC. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC. The Contractor must comply with the provisions of the Industrial Security Manual (latest edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> .

For Contractor's resources who do not have the appropriate security clearance to meet this contract, the following clause will apply until the Sponsorship is completed and Security clearance is obtained.

Contractor personnel may not enter nor perform work on sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the School.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the contract is from date of award for a period of twelve months.

#### **4.2 Option to Extend the Contract**

The Contractor grants to the School the irrevocable option to extend the term of the Contract by up to two additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The School may exercise this option at any time by sending a written notice to the Contractor at least sixty calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **4.3 Delivery Date**

Delivery must be completed in accordance with the TAs pursuant to the Contract.

#### **4.4 Location of Work and Travel**

The work location and the travel requirement will be identified in the TAs pursuant to this Contract.

### **5. Task Authorization**

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### **6. Task Authorization Process and TA Content**

The Project Authority will provide the Contractor with a description of the tasks using the Task Authorization form specified in Annex D.

1. Any task required to be performed under the Contract must be authorized by the Technical Authority, using the Task Authorization Form at Annex D.
2. The Technical Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum :
  - (a) the details of the work to be performed;
  - (b) a description of the deliverables to be submitted;
  - (c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.

The Contractor must not commence work until an authorized TA has been received. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **7. Basis of Payment**

For the Contract Period and any additional years thereof, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment Annex B, to the limitation of expenditure specified in the authorized TA.

The School's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.

No increase in the liability of The School or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**8. End of Fiscal Year Invoice**

Notwithstanding the Invoicing Instructions, each year on or about March 31, the Contractor will, at the request of the Contracting Authority, submit an end-of-the-year invoice corresponding to the value of the total Work performed during the year preceding that date less any amounts previously paid or invoiced during such year.

**9. Authorities**

**9.1 Contracting Authority**

The Contracting Authority for the Contract is:

Corey Wilcox  
Procurement Officer  
Corporate Management and Registration Services Branch  
Financial Management  
Canada School of Public Service  
[Corey.Wilcox@cspc-efpc.gc.ca](mailto:Corey.Wilcox@cspc-efpc.gc.ca)  
Telephone: 613.863.6573  
Facsimile: 819.934.8325

The Contracting Authority is responsible for the management of the Contract, the TA authorization and any changes to the Contract and an authorized TA must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the approved TA based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**9.2 Project Authority**

The Project Authority will be identified in each TA pursuant to the Contract.

The Project Authority is the representative of the School for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment or a TA amendment issued by the Contracting Authority.

**9.3 Contractor's Representative**

The Contractor has identified the following persons as being responsible for administrative matters relating to this Contract and any TA. The Contractor confirms that this individual has the authority to represent him or her. The Contractor is responsible for ensuring the accuracy of the Contractor's Representative's contact information and for informing the Contracting Authority of any changes.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **10. The School to own Intellectual Property**

Not applicable

## **11. The Contractor to own the Intellectual Property**

Not Applicable

## **12. Cancellation and Postponement of a Course prior to commencement of a Course**

Not Applicable

## **13. Proactive Disclosure of Contracts with Former Public Servants**

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

## **14. Payment**

### **14.1 Basis of Payment**

14.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment insert in Annex B, to the limitation of expenditure specified in the authorized TA.

14.1.2 The School's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.

14.1.3 No increase in the liability of The School or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **14.2 Term of Payment**

The School will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by The School;
- c) [the Work performed has been accepted by The School.](#)

### **14.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

14.3.1 The School's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 2,000,000 including applicable Taxes.

14.3.2 No increase in the total liability of The School will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

14.3.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

14.3.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase The School's liability.

## **15. Certifications**

### **15.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by The School during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, The School has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **15.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## **16. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **17. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions Annex G;
- c) the general conditions Annex F;

- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- h) the authorized TA;
- i) the Contractor's bid dated \_\_\_\_\_, *(If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ",as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

## **18. Insurance**

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

## **19. Health and Safety in the Workplace**

The Contractor has a duty to provide a safe environment and to protect students and participants from unreasonable risk of harm.

The Contractor shall:

- a) ensure that no hazards or threats exist in the classroom that could pose a risk to the physical health and safety of students and participants. Take immediate action to address any emergency that occurs in the classroom;
- b) be familiar with the School and building's emergency evacuation plans and procedures, and assist students and participants in leaving the classroom and exiting the building in an orderly and safe manner;
- c) notify their Project Authority regarding any health and safety concerns that need to be addressed by the School; and,
- d) attend meetings at the request of the Project Authority on health and safety matters as required.

## **20. Green Procurement**

20.1 The School is committed to greening its supply chain. In compliance with the federal government's Policy on Green Procurement, which became effective in April 2006, federal departments and agencies must take the appropriate measures to procure goods and services that have a lesser or reduced impact on the environment than that of previous products and services.

20.2 Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

## ANNEX A

### Statement of Work (SOW)

#### TITLE:

Catering Services (Conferences and Special Events)

#### BACKGROUND:

The Canada School of Public Service (CSPS) is the common learning service provider for the Public Service of Canada. In order to support development and learning needs of organizations, it offers back to basics learning products and services that are relevant, accessible and affordable for all federal public servants throughout Canada.

The School contributes to learning, by building and maintaining a modern, high-quality, professional Public Service. The School is mandated to:

- Encourage pride and excellence in the Public Service;
- Foster a sense of common purpose, values and traditions;
- Support common learning and development needs;
- Assist deputy heads in meeting their organization's learning needs; and
- Pursue excellence in public sector management and public administration.

The Conferences and Special Events Division delivers large-scale events, including ADM Forum and conferences for departments. It leads the design and delivery of learning events such as senior leader orientations, DM Seminars, Armchair Discussions and ME Series.

#### OBJECTIVE:

In support of the Canada School of Public Service, the Conferences and Special Events and Senior Leaders teams require the services of qualified, professional catering firm to provide a variety of catering services, offering food and/or refreshment service requirements for a variety of event deliveries, a variety of menu selections, guaranteed quality and freshness of food and a regard for ethnic and specific dietary requirements.

The Caterer will be required to provide morning, afternoon and evening refreshments, breakfasts, lunches and dinners as required to two different locations within the National Capital area. Catering services will apply to various sizes of groups with guest totals up to 150 guests.

The period of the resulting Contract will be for 1 year with options to extend the Contract by 2 periods of 1 year each.

#### SCOPE OF WORK:

The contractor is to provide food and/or refreshment services for events on an "as and when required" basis.

#### Task Authorization Process

1. Any task required to be performed under the Contract must be authorized by the Technical Authority, using the Task Authorization Form at Annex D.
2. The Technical Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum :

- (a) the details of the work to be performed;
- (b) a description of the deliverables to be submitted;
- (c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.

(A) Location:

1. La Salle Campus  
373 Sussex, Ottawa, Ontario

Accessibility of sites :

- All sites are accessible.
- No parking is provided.
- Unloading will occur at the loading dock, after which the vehicle will be moved.
- There is no priority at the loading dock; it is first come, first served.
- Elevators are accessible at each location.
- It is estimated that it would not take more than approximately 15 minutes from the loading dock, to reach the meeting areas depending on the location.
- Storage/preparation areas will be provided at each location per scope of work in the vicinity of the meeting rooms.
- Hot trucks can be accommodated at each location unless they would not fit in an elevator. Hot trucks, as well as any other equipment may be stored in the storage/preparation areas. Dishes may be stored and or cleared in the storage preparation area of each facility.
- Standard electrical outlets will be made available at each location.

(B) Description of requirements:

Annex B describes detailed pricing tables for food, refreshments and/or services based on CSPS requirements (see below).

CSPS requests that the Contractor submits quotes/pricing as per selection of items or provide options.

Some selection from the options will be subject to change following event delivery requirements.

- Food Service Requirements as per Treasury Board of Canada & Canada School of Public Service Guidelines;
- Catering Staff Services;
- Beverages (including but not limited to, coffee, tea, juice, soft drinks, bottled water and premium water (e.g. Perrier);
- Cold Buffet;
- Reception Platters;
- Deserts;
- Sit-down Lunch and/or Dinner;
- Hot Buffet Lunch or Dinner.

(C) Tasks/Technical Specifications:

1. *Table Setting and Tear Down:*

Tables will be provided by the School and room set up will be completed in accordance with the event requirements. The contractor is required to complete table and station set up based on

event requirements one hour prior to the event. The contractor is required to do a tear down of the tables and stations within one hour of the closing of the event.

## *2. General:*

- Food services will normally be required during normal working hours, Monday to Friday; however, food services may be required on evenings and weekends as requested.
- Food will be prepared off-site and delivered to any of the locations as listed in the locations above. The caterer will ensure that food is kept hot or cold as required.
- The supplier should know that we estimate 20 (but not limited to) task authorizations with beverages and /or food requirements between the date the contract is awarded and March 2014. Each task authorization represents a single booking with one or more events with one or more requests for beverages and/or food.
- On occasion, the caterer may be requested to accommodate special dietary restrictions such as, but not limited to, allergies (nut, gluten, seafood, etc.), vegetarian or vegan meals. The caterer must be able to supply these meals as required. The price of the special meal is included in the basis of pricing at Annex B.
- The caterer should know that activity declines during the months of July and August and the last 2 weeks of December and the first week of January.

### *2.1. Food Specifications*

- All food products must follow all Canadian Food Inspection Agency regulations and acts. The grades to be used shall not be less than Canada A1.
- Partially prepared foods such as commercially prepared meatballs and dehydrated (mashed) potatoes are NOT to be used.

## *3. Catering Staff*

- The caterer will provide sufficient staff to set the tables, clear the tables after the meal, provide ice water for scheduled events and to handle general cleaning of the lounges (removing left over food, china and linens) and to serve breaks, breakfasts, lunches, dinners and receptions based on the number of meals ordered.
- Recyclables are to be collected and placed in the recycling bins located at each location.
- The caterer will designate a catering manager who will be the main contact on the contract and will have the authority to act on behalf of the catering firm.
- Catering staff will be identifiable via a uniform with the Caterer's company name displayed on the uniform along with the employee's name (preferably with an identification photo).
- One member of the serving staff at each location will be bilingual.
- Serving staff must be ready for service one hour before scheduled events. The caterer will supply as a minimum: One (1) server for up to 25 people, two (2) servers for 26 to 70 people and three (3) servers for over 70 people.

## *4. Equipment*

Equipment to be provided by the Caterer

- All cutlery, china and glassware, serving equipment, including that required for breaks;
- Cooking utensils and other related equipment;
- Equipment required to transport, serve and/or maintain the food in either a hot or cold state;
- Linens and silence cloths for tables. Sized to accommodate 6 foot long rectangular tables and 90" round tables;
- Tables are supplied to hold the food for serving purposes. These tables are the same size as the ones mentioned above and will require linens to be supplied by caterer.
- Table linens should be of a fabric and weight as per industry standards;
- Serving trays where required;
- Paper napkins of good quality and of adequate size, comparable to Kleenex Dinner Napkins, Product No. 40-820-258;

**5. Event Notification / Cancellation(s):**

The date and time of events will be confirmed by the Technical Authority and/or designated delegate following contract award. The Technical Authority and/or designated delegate may reschedule, cancel, and/or add new events depending upon the client requests. When this occurs, the Technical Authority and/or a designated delegate will notify the Contractor in writing.

The Technical Authority and/or designated delegate will provide the number of guests five (5) days prior to the event. A final count will be provided to the contractor 48 hours prior to the event.

In the event of a cancellation, the Technical Authority and/or designated delegate has a minimum of five (5) working days prior to the event's scheduled start date to notify the Contractor in writing without cost to CSPS except for food and beverage deposit (if applicable). Late cancellation notification will be subject to a payment equivalent to one half of the event cost.

**(D) Roles and responsibilities:**

**1. Contractor**

**Single-Point-of-Contact**

The Contractor must assign a single-point-of-contact for addressing any inquiries from CSPS. As part of its bid, the supplier will provide the following for the assigned contact:

- name
- full mailing address
- telephone number (direct line)
- fax number
- cell phone number (if applicable)
- e-mail address

The single-point-of-contact must be available to CSPS during normal business hours (8:00am to 5:00pm, Monday to Friday).

**On-Site Contact availability**

The Contractor must have an on-site contact available for the duration of each event, when the single-point-of-contact is not available or not on-site.

**Contractor Staff**

- Must be fully bonded;
- Must have working proficiency in both official languages; and
- Must wear identification tags including name of the employee preferably with an identification photo.

## 2. The Canada School of Public Service

Throughout the period of the contract, the Technical Authority (or designated delegate) will:

- Communicate with the single-point-of-contact as required;
- Be available via cell phone to address urgent issues or problems;
- Respond to communications from the Contractor in a timely manner; and
- Receive and review the final invoice for payment.

**ANNEX B**

**BASIS OF PAYMENT/PRICING TABLES**

**B1. Food Service Requirements**

As per Treasury Board of Canada & Canada School of Public Service guidelines:

**Ceiling Cost Per Person allowed by Canada School of Public Service Policy**

MEAL AND REFRESHMENT CATEGORIES	MAXIMUM ALLOWED COST PER PERSON (HST INCLUDED)
<b>Breakfast</b>	<b>\$23.25</b>
<b>Morning refreshment</b>	<b>\$7.75</b>
<b>Lunch</b>	<b>\$30.00</b>
<b>Afternoon refreshment</b>	<b>\$7.75</b>
<b>Dinner</b>	<b>\$72.28</b>
<b>Evening refreshment</b>	<b>\$7.75</b>
<b>Reception</b>	<b>\$31.00</b>

**NOTE: Bids exceeding the ceiling prices (including services changes and HST) will not be accepted.**

**B2. Pricing Tables**

Please provide the required information in the tables below to quote your food, refreshments and/or services based on CSPS requirements. The selection from the options will be subject to change following event delivery requirements.

**B2.1 Services**

PRICING TABLE					
Services	Price per Event Size				Comments
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	
Set up and Tear Down	\$	\$	\$	\$	
Water Service and/or Stations	\$	\$	\$	\$	
Glass, Cutlery, Linen, Table Cloth	\$	\$	\$	\$	

PRICING TABLE									
Services	1-20 Guests		21-50 Guests		51-75 Guests		76-100 Guests		Comments
	# of servers	Hourly rate	# of servers	Hourly rate	# of servers	Hourly rate	# of servers	Hourly rate	
Servers for Buffet Meal									
Servers for Sit-Down Meal									
Bartender									

### B2.2 Beverages

PRICING TABLE					
Beverages	Price per Event Size				Comments
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	
Coffee	\$	\$	\$	\$	
Tea	\$	\$	\$	\$	
Juice	\$	\$	\$	\$	
Perrier	\$	\$	\$	\$	
Soft Drinks	\$	\$	\$	\$	

### B2.3 Cold Buffet: Wraps, Gourmet and/or Open-faced Sandwiches

The contractor must provide wraps, gourmet and/or open-faced sandwiches made with gourmet breads including sourdough, foccacia, baguettes and flour tortillas. The contractor must submit a quote with five sandwich options of the same price and of similar quality to the following sandwich examples including bread, salads and vegetarian options:

- Smoked salmon
- Deli (i.e. prosciutto, ham, roast beef) with cheese
- Grilled chicken
- Vegetarian (i.e. eggplant, zucchini, avocado, bruschetta).

PRICING TABLE					
Wraps, Gourmet and/or Open-faced Sandwiches	Price per Event Size				Comments
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

### B2.4 Hot Buffet Lunch or Dinner

The contractor must be able to provide food and/or refreshment services following individual event delivery requirements. The contractor must submit a quote with five hot buffet lunch meal options of the same pricing and of similar quality to the following meal examples including bread, salads and vegetarian options:

- Seasonal Salad
- Grilled chicken breasts
- Beef stroganoff
- Meat lasagna
- Vegetarian lasagna
- Tortellini primavera
- Grilled vegetables

**Lunch**

<b>PRICING TABLE</b>					
<b>Hot Buffet Lunch</b>	<b>Price per Event Size</b>				
	<b>1-20 Guests</b>	<b>21-50 Guests</b>	<b>51-75 Guests</b>	<b>76-100 Guests</b>	<b>Comments</b>
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

**Dinner**

<b>PRICING TABLE</b>					
<b>Hot Buffet Dinner</b>	<b>Price per Event Size</b>				
	<b>1-20 Guests</b>	<b>21-50 Guests</b>	<b>51-75 Guests</b>	<b>76-100 Guests</b>	<b>Comments</b>
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

**B2.5 Sit-down Lunch and/or Dinner**

The contractor must be able to provide food and/or refreshment services following individual event delivery requirements. The contractor must submit a quote with five sit-down lunch and/or dinner options of the same pricing and of similar quality to the following meal examples including bread, salads and vegetarian options:

- Butternut squash soup
- Grilled chicken breasts
- Beef, chicken or pork souvlaki
- Beef tenderloin medallion
- Spinach and cheese manicotti
- Roasted rack of lamb

**Lunch**

<b>PRICING TABLE</b>					
<b>Sit-down Lunch</b>	<b>Price per Event Size</b>				
	<b>1-20 Guests</b>	<b>21-50 Guests</b>	<b>51-75 Guests</b>	<b>76-100 Guests</b>	<b>Comments</b>

	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

**Dinner**

PRICING TABLE					
Sit-down Dinner	Price per Event Size				
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	Comments
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

**B2.6 Reception**

The contractor must be able to provide food and/or refreshment services following individual event delivery requirements. The contractor must submit a quote with five reception platters of the same pricing and of similar quality to the following meal examples including bread, salads and vegetarian options:

- Cheese platter
- Spanakopita
- Bite-size quiche
- Smoked salmon

PRICING TABLE					
Reception Platters	Price per Event Size				
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	Comments
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

**B2.7 Desserts**

The contractor must be able to provide food and/or refreshment services following individual event delivery requirements. The contractor must submit a quote with five desserts of the same pricing and of similar quality to the following dessert examples:

- Chocolate mousse cake
- Tiramisu
- Chocolate raspberry torte
- Fresh fruit salad

PRICING TABLE					
Desserts	Price per Event Size				
	1-20 Guests	21-50 Guests	51-75 Guests	76-100 Guests	Comments
	\$	\$	\$	\$	

	€	€	€	€	
	€	€	€	€	
	€	€	€	€	
	€	€	€	€	

**ANNEX C**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Contract Number - Numéro du contrat

**2. Authorization(s) - Autorisation(s)**

<p>By signing this TA, the authorized client and (or) the CSPS Contracting Authority certify(ies) that the content of this TA is in accordance with the terms and conditions of the contract.</p> <p>The client's authorization limit is \$1,500.00. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the CSPS Contracting Authority for authorization.</p>	<p>En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de l'EFPC atteste(nt) que le contenu de cette AT respecte les termes et conditions du contrat.</p> <p>La limite d'autorisation du client est 1500.00\$. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de l'EFPC pour autorisation.</p>
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Name and Title of authorized client - Nom et titre du client autorisé

Signature	Date
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Name and Title of CSPS Contracting Authority - Nom et titre de l'autorité contractante de l'EFPC

Signature	Date
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**3. Contractor's Signature - Signature de l'entrepreneur**

Name and Title of individual authorized to sign for the Contractor - Nom et titre de la personne autorisé à signer au nom de l'entrepreneur

Signature	Date
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**ANNEX E**  
**GENERAL CONDITIONS**

**Table of Contents**

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GC01 Interpretation  
GC02 Standard Clauses and Conditions  
GC03 Powers of Canada  
GC04 Status of the Contractor  
GC05 Conduct of the Work  
GC06 Subcontracts  
GC07 Specifications  
GC08 Replacement of Specific Individuals  
GC09 Time of the Essence  
GC10 Excusable Delay  
GC11 Inspection and Acceptance of the Work  
GC12 Invoice Submission  
GC13 Taxes  
GC14 Payment Period  
GC15 Interest on Overdue Accounts  
GC16 Compliance with Applicable Laws  
GC17 Ownership  
GC18 Copyright  
GC19 Translation of Documents  
GC20 Confidentiality  
GC21 Government Property  
GC22 Liability  
GC23 Intellectual Property Infringement and Royalties  
GC24 Amendment and Waivers  
GC25 Assignment  
GC26 Suspension of the Work  
GC27 Default by the Contractor  
GC28 Termination for Convenience  
GC29 Accounts and Audits  
GC30 Right of Set-off  
GC31 Notice  
GC32 Conflict of Interest and Values and Ethics Codes for the Public Service  
GC33 No Bribe or Conflict  
GC34 Survival  
GC35 Severability  
GC36 Successors and Assigns  
GC37 Contingency Fees  
GC38 International Sanctions  
GC39 Code of Conduct and Certifications - Contract  
GC40 Harassment in the Workplace  
GC41 Entire Agreement  
GC42 Access to Information  
GC43 Dispute Resolution  
GC44 Security and Protection of Work  
GC45 Public Disclosure of Basic Information  
GC46 Indemnification  
GC 47 Public Disclosure of Contracts with Former Public Servants  
GC48 Priority of Documents  
GC49 Unauthorized Codes

## Annex E General Conditions

The general conditions are addressed to any potential suppliers interested in doing business with the Canada School of Public Service and are incorporated in all contractual agreement issued by the Canada School of Public Service.

### GC01 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty", "the President" or "the Government" means Her Majesty the Queen in right of Canada as represented by the President of the Treasury Board and any other person duly authorized to act on behalf of that President;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Departmental Representative", "Technical Authority" or "Project Authority" means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the President of the Treasury Board for the Work which is being carried out in matters concerning the technical aspects of the Work.

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

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

"President" means President of the Treasury Board and any other person duly authorized to act on behalf of that President;

"Technical Documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs,

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

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

### **GC02 Standard Clauses and Conditions**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

### **GC03 Powers of Canada**

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

### **GC04 Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### **GC05 Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
  
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
  
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
  
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.

5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 26, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

#### **GC06 Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
  - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

#### **GC07 Specifications**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract, belongs to Canada and must be used by the Contractor only for the purpose of performing the Work.

2. If the Contract provides that Specifications provided furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

#### **GC08 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a) the name, qualifications and experience of the proposed replacement; and
  - b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2 of this clause. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **GC09 Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **GC10 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### **GC11 Inspection and Acceptance of the Work**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

#### **GC12 Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - b. deduction for holdback, if applicable;
  - c. the extension of the totals, if applicable; and
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-

rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **GC13 Taxes**

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### **GC14 Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 15.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

### **GC15 Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### **GC16 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **GC17 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The

Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### **GC18 Copyright**

1. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.
2. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
4. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

### **GC19 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 17. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **GC20 Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of the appropriate authorized Government of Canada representative. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to the designated and authorized Government of Canada representative all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside

the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - a) is publicly available from a source other than the other Party; or
  - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Canada School of Public Service (CSPS) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada; representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### **GC21 Government Property**

- 1 All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
- 2 The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 3 All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

- 4 At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

### **GC22 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### **GC23 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning Intellectual Property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. The Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. The Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from

the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (section 4 c.) or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **GC24 Amendment and Waivers**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

#### **GC25 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

#### **GC26 Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting

- Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 27 or section 28.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
  3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **GC27 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **GC28 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the

Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:

- a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
  4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **GC29 Accounts and Audits**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Purchase Order, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **GC30 Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

### **GC31 Notice**

Any notice under the Contract shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

### **GC32 Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **GC33 No Bribe or Conflict**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may appear or may impair the ability of the Contractor to perform the Work diligently and independently.

### **GC34 Survival**

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All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

### **GC35 Severability**

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If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

### **GC36 Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### **GC37 Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

### **GC38 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 28

### **GC39 Code of Conduct and Certifications - Contract**

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period

of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
  - a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act*, or
  - b. 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 Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, or
  - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
  - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Competition Act*, or
  - e. section 239 (False or deceptive statements) of the *Income Tax Act*, or
  - f. section 327 (False or deceptive statements) of the *Excise Tax Act*, or
  - g. section 3 (Bribing a foreign public official) of the *Corruption of Foreign Public Officials Act*, or

- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the *Controlled Drugs and Substance Act*.

#### **GC40 Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **GC41 Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **GC42 Access to Information**

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

#### **GC43 Dispute Resolution**

1. In the event of a dispute arising under the terms of this Contract, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties could not resolve the dispute through negotiation, they agree to submit the dispute to mediation. The Parties will share the cost of mediation equally. In the event that one or more issues remain in dispute following completion of the mediation, then the Parties agree to submit those issues to binding arbitration pursuant to the *Commercial Arbitration Act*.
2. The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca) .

#### **GC44 Security and Protection of Work**

1. Notwithstanding the Validity Date of the Contract, it is a precondition of the Contract that the Contractor and his personnel have a Security Clearance at the level designated for Work assignment for the full length of the Contract. The Contractor shall take all reasonable steps necessary to ensure that its performance of the Work, in accordance with the provisions of the Contract, adheres to all requirements of this Security Clearance level. The Ministry may, at any time, conduct an examination of the Contractor's premises, documents and records to verify whether the Contractor is complying with the security requirements of the Contract.
2. Subject to subsection 3 , the Contractor and his personnel shall treat as confidential and shall not disclose, during as well as after the performance of the Work, any information to which the Contractor becomes privy as a result of the Contract and which has not been approved for release to the public.
3. The Contractor and his personnel shall not speak on nor disseminate in any manner to the public, any information in relation to the Contract, including, but not limited to reports, data, findings or conclusions arising from the Contract, without the prior written permission of the Departmental Representative.
4. The Contractor and his personnel shall forthwith remedy any breach of the Contract Security and Protection of Work provisions, in accordance with the President's instructions, failing which the Departmental Representative shall have the right to terminate the Contract for default of the Contractor in accordance with subsection 27.
5. The Contractor and his personnel should be familiar with the contents of the *Security of Information Act* and the Public Work Government Services Canada Industrial Security Manual.
  - a) Canadian & International Industrial Security Directorate - Industrial Security Manual
  - b) Justice Canada - *Security of Information Act*

#### **GC45 Public Disclosure of Basic Information**

The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.

#### **GC46 Indemnification**

- 1 The Contractor shall indemnify and save harmless Canada, the President and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
  - a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the President shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada; and
  - b) any seizure, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by Canada.
- 2 The President shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defense of

any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

#### **GC47 Public Disclosure of Contracts with Former Public Servants**

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

#### **GC48 Priority of Documents**

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

#### **GC49 Unauthorized Codes**

1. The Contractor warrants that any data or software provided to the President under this Contract will not contain any unauthorized code, whether or not through fault or negligence of the Contractor.
2. Without limiting the application of SectionGC19, in the event that the President suffers any damages resulting from the presence of any unauthorized code, the Contractor shall be liable for all costs and expenses incurred by the President to restore the system to its original condition.

**ANNEX F**  
**SUPPLEMENTAL CONDITIONS**

**Table of Contents**

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SC01 Former Public Servant  
SC02 T1204 Supplemental Slip  
SC03 Definition of a day  
SC04 Schedule and location of Work  
SC05 Closure of Government Offices  
SC06 Contract Administration

## **Annex F Supplemental Conditions**

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### **SC01 Former Public Servants**

It is a term of the Contract:

- a) that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive or the Executive Employment Transition Program;
- b) that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c) that the Contractor has declared to the Departmental Representative whether the Contractor is in receipt of a pension paid pursuant to the *Public Service Superannuation Act* as indexed by the *Supplementary Retirement Benefits Act*.

### **SC02 T1204 Supplementary Slip**

Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor must complete the Contractor Certification form prescribed by Canada School of Public Service.

### **SC03 Definition of a day**

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X ( firm per diem rate /7.5 hours)

### **SC04 Schedule and Location of Work**

Where the work is to be performed in the offices of the CSPS, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the CSPS.

The schedule and location of work will be set forth in the Statement of Work.

### **SC05 Closure of Government Offices**

Where Contractor's employees are providing services on government premises under this Contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

### **SC06 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection

22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)