



**Purchasing Office
Bureau des achats :**

Procurement & Contracting Unit
Unité d'approvisionnement et contrats
373 prom. Sussex Drive
Ottawa, Ontario (Canada) K1N 6Z2

**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal to:
Canada School of Public Service;

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à:
L'École de la fonction publique du Canada;

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**THIS DOCUMENT DOES NOT
CONTAIN A SECURITY
REQUIREMENT**

**CE DOCUMENT NE CONTIENT PAS
D'EXIGENCES RELATIVES À LA
SÉCURITÉ**

**Vendor Name and Address
Nom et adresse du fournisseur :**

Title-Sujet Audio Visual Services for the 2015 Manion Lecture	
Solicitation No. No. de l'invitation CSPS-RFP-1516-AB001	Date May 1, 2015
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Time Zone - Heure avancée de l'est on - le May 7th, 2015	
F.O.B. - F.A.B. Destination	
Address Inquiries to: Adresser toute demande de renseignements à: Amélie Beaulieu	
E-mail: Courriel: Amelie.Beaulieu@cspc-efpc.gc.ca	Telephone: Téléphone 613-404-9477
Destination of Goods and Services: Destinations des biens et services: NCR	
Instructions : See Herein Instructions : Voir aux présentes	
Delivery Required Livraison exigée See Herein	Delivery Offered - Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Name - Nom	
Title - Titre	
Signature	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary of requirement
3. Debriefings

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
6. Improvement of Requirement During Solicitation Period
7. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

List of Attachments

Attachment 1 to Part 4, Technical Criteria

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities

Notice to Bidder: If the selected Bidder provided in accordance with the article 3 of Part 2 information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the resulting Contract as article 6.

6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents



List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	General Conditions
Annex "D"	Supplementary Conditions



PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachment 1 to Part 4: include the Technical Criteria,

The Annexes include the Statement of Work, the Basis of Payment, the General Conditions and the Supplemental Conditions

2. Summary of Requirement

The Canada School of Public Services requires the services for Audio Visual equipment for the Manion Lecture being held May 26th, 2015 at the Shaw Centre.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.”

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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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](#) 2014-09-25 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 (the School)";
- b) At Article 05, Submission of Bids, 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 "Bids 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.

1.1 SACC Manual Clauses

B3000T (2006-06-16) - Equivalent products

C3011T (2013-11-06) - Exchange Rate Fluctuation

2. Submission of Bids

Bids must be submitted only to the Canada School of Public Service by the date, time and place indicated on page 1 of the bid solicitation.

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 will not be accepted.

3. Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder 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 adjustment 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five days (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 Canada 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 Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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.

6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Basis for Canada's Ownership of Intellectual Property

The Canada School of Public Service has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

6.5 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 (three) hard copies)



Section II: Financial Bid (1 (one) hard copies)

Section III: Certifications (1 (one) hard copies)

Section IV: Additional Information

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

Canada 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 their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability *to provide the services for Audio Visual equipment* for the 2015 Manion Lecture in a thorough, concise and clear manner for carrying out the work.

The technical bid should 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, Canada 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

1.1 Bidder must submit their financial bid in accordance with the Basis of Payment detailed in Annex B .The total amount of Applicable Taxes must be shown separately.

1.2 Bidders should include the following information in their financial bid:

- 1 Their legal name;
- 2 Their Procurement Business Number (PBN); and



- 3 The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
- a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Bidders must provide in section IV of their bid:

- For Part 2, article 3, Former Public Servant: the required answer to each question and as applicable, the required information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.2 For bid evaluation and contractor (s) selection purpose only, the evaluated price of a bid will be determined in accordance with the Basis of Payment –Annex “B”

2.1 Basis of Selection – Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

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



**ATTACHMENT 1 TO PART 4
TECHNICAL CRITERIA**

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item No.	Mandatory Technical Criteria (MT)	Proposal Reference page number
MT1	<p>MT1 - Bidder must demonstrate capabilities of individual systems/components to be compliant the equipment listed in Annex A – Statement of Work</p> <p>All equipment listed can be substituted with an equivalent or superior product.</p> <p>Bidder must provide make/model of all equipment proposed.</p>	
MT2	<p>MT2 – Bidders must demonstrate that they have delivered at least three (3) events within the last three (3) years with a minimum of 800 guests including the following technology: use of (minimum) 2 switched high-definition cameras (recorded), bilingual speaker support screens that can show switched laptop and video images, customized English and French webcast with speaker support graphics added, simultaneous interpretation system, and audio system for at least 800 guests.</p> <p>The list of events must include the following information:</p> <ul style="list-style-type: none"> - Size of the Audience - Description of the technology used. 	

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1.1 Integrity Provisions - Associated Information



By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

PART 6 - 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.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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 C, applied to and from part of the contract.

2.2 Supplemental General Conditions

The Supplemental General Conditions listed in Annex D, applied to and from part of the contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed on May 26th, 2015.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Amélie Beaulieu
Title: Procurement Officer
Procurement & Contracting Unit
Canada School of Public Service

Telephone: 613-404-9477
Facsimile: 819-934-8325
E-mail: Amelie.Beaulieu@csp-s-efpc.gc.ca



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

5.2 Project Authority

The Project Authority for the Contract is:

(to be determined at contract award)

The Project Authority is the representative of the department or agency 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 issued by the Contracting Authority.

5.3 Contractor representative

The contractor representative for the Contract is:

(to be determined at contract award)

6. 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.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in the basis of payment – Annex B of the contract for a total cost of \$. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Method of Payment

7.2.1 Method of Payment – Single Payment

The School will pay the Contractor upon completion and delivery of the Work 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.



7.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C0305C (2008-05-12), Cost Submission

7.4 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 SACC Manual Clauses

10. Applicable Laws

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

11. 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) Annex D, Supplemental Conditions
- (c) Annex C, General Conditions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of payment
- (f) The contractor's bid dated .



ANNEX "A"

Statement of Work

1.0 Title:

Audio Visual Services for 2015 Manion Lecture

2.0 Objectives:

The objective of this contract is to obtain the services of a contractor to provide Audio Visual Services for the Manion Lecture being Held May 26th, 2015 at the Shaw Centre.

3.0 Technical Abstract:

This following is a projected list of the Audio-Visual equipment needed.

Overview:

The expected audience for the event is 850 participants, seated theatre style. The stage size will be 24 feet wide by 12 feet deep, 32 inches high. Stage will be placed along the East wall. All equipment will be ground-supported. The "backline" of the stage will be adjusted in the room to fill the unused space in order to make the room look appropriately-sized.

Visuals:

Two 11' X 20' rear projection screens will "flank" the stage, and remaining space taken up by 16' high pipe and pole drapery. The screens will be rear-projected with two 9000 (minimum) ANSI lumen projectors, complete with two identical live back-up projectors. Trim height (floor to bottom of image) for screens will be a minimum of 6 feet.

The speaker support visual system must have at least four computer connections (PowerPoint English/French live/backup) at the visual/video technicians' table (backstage). Video sources include: IMAG and Playback Pro. One 50" monitor must be positioned on the floor, facing the stage so that a presenter can see what speaker support image the system is projecting without having to turn around to view the main screens. (Confidence Monitor) The screen will display the language of the presenter's choice, and does not need to change during the event. No video is to be displayed on the confidence monitor. The presenter will have the choice to either wirelessly control the two live presentation computers, or to signal the visuals operator backstage.

Video:

2 broadcast high-definition widescreen (16/9 aspect ratio, 1080p) studio cameras will be set up on the floor behind the theatre seating, both with telephoto lenses. The successful bidder will provide minimum 24" platforms for cameras, with separate platforms for the operator. Platforms must not be larger than 48" X 48". The resulting video will be switched through an active video switching system that will feed the graphic switcher. Two recordings (main/backup) of the resulting switched IMAG feed will be made of all of the events in the session. The main recording must be provided immediately following the presentation on a hard drive (provided by supplier) of sufficient size to contain all footage. CSPS will assume ownership of the hard drive after the event. The back-up recording may be tape or hard drive based, provided that no interruptions of the recording are incurred (refer to provided schedule for session lengths). The main video recording will use the English and French only audio feeds, and the back-up recording will use the floor audio feed.



Audio:

Simultaneous interpretation is required for this event, with 200 receivers. All loudspeakers will be ground-supported, with an appropriate number of cabinets to provide even coverage throughout the space, with 2 low profile centre fill speakers on the stage. The public address system must be able to deliver a SPL of 110 decibels at the mix position at the back of the room, and have even coverage throughout the room. 2 monitor wedges must be placed on the stage for the presenters to hear audio playback and audience questions. 4 wireless handheld microphones will be required for question and answer sessions. 4 wireless lapel microphones will be required for presenters. 1 custom podium will be on the stage, with 2 slimline microphones and reading light. Additional audio sources include stereo video playback, stereo audio player.

Lighting:

The lighting system must provide even, white (tungsten) light across the entire stage. 4 – “bambino” style backlight fixtures will be affixed the drape line. Rigging for this event is not cost effective, however, it is required that the 12 550W zoom leko front light fixtures be supported as high as possible. To achieve this, the lights will be attached to a small piece of truss, supported by a 24’ crank-up style heavy duty stand with personnel support/lift for light focusing.

Webcast:

The entire session will be broadcast VIA webcast, which will have the ability to be displayed on popular devices (laptops, tablets, phones, etc). Total estimated numbers of unique, simultaneous viewers are 1 000 per language. The webcast will be offered in English and French – the audio will be provided from the simultaneous interpretation system. The bidder will supply an English and French “preflight” page that the viewer will see immediately upon joining the webcast – CSPA will supply graphics for these pages upon consultation with the successful bidder. Some metrics must be provided after the session that at least gives the number of users that joined the webcast, and the average length of connection. The webcast interface must also have a “help” button that connects the viewer directly with supplier’s technical support to resolve any technical issues. The bidder will also provide a “test site” that prospective viewers will be able to go to verify that the webcast will function for the individual viewer for a minimum of a week before leading up to the event. Webcast quality will be minimum 720p, widescreen. Speaker support graphics will be “cut in” during the broadcast at appropriate moments using separate video/graphical switchers. The bidder will provide necessary internet connectivity for optimal functioning of the webcast encoders. The webcast audience will be directed to pose questions via e-mail (CSPA will provide address) Please describe any functionality of the webcast system proposed that could assist with this



Equipment list:

Visuals:

9000 (minimum) ANSI lumen projectors	2
live back-up projectors SAME AS ABOVE	2
stock lenses	4
projection stands and projector “stackers”	2
50" data monitor with black shroud/floor stand (presenter confidence monitor)	1
11' X 20' rear projection screens and black dress kits	2
Presentation laptops (Windows operating system, loaded with Microsoft office 2011 suite, 16/9 native)	6
wireless internet connection for 2 laptops	
Playback Pro video playback system	1
Wireless control system for two laptops	2
black drape runoff, 16' high x 80'	1
black and white printer	1

Audio:

Slim line podium microphones	2
wireless microphone kits (combo units lapel/handheld)	8
Stereo audio connections	2
Public address system, floor supported, suitable for venue and 850 ppl.	1
Low-profile centre fill speakers (Myers UP-M or equivalent)	2
Monitor wedges for back of stage (Q&A)	2
24 channel digital audio console Yamaha LS-9 or equivalent	1
all amplifiers, adaptors, connectors, etc.	

Lighting:

650W zoom leko fixtures	12
300W “bambino” style fresnels (for backlight)	4
24' crank-up supports for front light	2
personnel support/lift for focusing	1
12 channel dimming system for above (separate control of front/back light)	1

IMAG/Video Record:

1080p high-definition broadcast camera packages	
C/W tripods, remote zoom/focus, preview monitor, CCUs, CCU cables, etc.	2
telephoto lenses for above	2
“Air Pack” switching package, including active 16/9 high-definition switcher, preview/program monitors, power conditioners, time code generators, distribution amplifiers, etc.	1
Digital Hard Drive Recorder must record QuickTime 1080p ProRes 4/2/2, 130 Mb/s (min)	1
Back-up HD recording 1080p H264	1
Wired intercom base station and headset	1
Wired intercom belt packs and headsets	8
Hard drive of appropriate size (for handing off all conference footage) (purchase)	1
All necessary cables, adaptors, distribution amplifiers	as required

Simultaneous Interpretation:

(client supplies interpreters)	
SI system, complete (booth, transmitters, etc.)	1
SI receivers	200



Webcast:

(see technical abstract)

webcast encoders (English and French)	2
live back-up webcast encoders	2
high speed internet connection to ensure connectivity of all four encoders	
concurrent viewers for each stream	1 000
video/graphics switcher (to cut in speaker support graphics E&F from presentation laptops)	2

Miscellaneous items:

custom podium	1
100A 3 phase power distribution for audio, lighting and AV	1
electrical power hook-up/usage charges	1
Technicians FOH table black drape surround	1
shipping	
All necessary cables, adaptors, work lights and accessories to ensure the proper and normal function of all equipment are the responsibility of the supplier.	
Easels	10

Labour:

May 26 th, 2015

07:00-15:00

Installation and testing of all equipment in Canada Hall 3

15:00-16:00

Technical checks of equipment in theatre, rehearsals, etc.

Video director/switcher	1
Visuals/Graphics lead	1
Webcast lead	1
Camera operators	2
Audio/ Sound engineer	1
SI receiver attendant	1

16:00-18:30 Doors open and show

Video director/switcher	1
Visuals/Graphics lead	1
Webcast lead	1
Camera operators	2
Audio/ Sound engineer	1
SI receiver attendant	1

19:00-Completion

Dismantle and removal of all equipment

Location of work:

Shaw Centre
Room : Canada Hall 3
55 Colonel By Drive,
Ottawa, On K1N 9J2



**Annex "B"
Basis of payment**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Contractor will be paid all inclusive firm unit price as follows:

A) Visuals

Item	Quantity	Unit price	Total
9000 (minimum) ANSI lumen projectors	2		
live back-up projectors SAME AS ABOVE	2		
stock lenses	4		
projection stands and projector "stackers" for above	2		
11' X 20' rear projection screens	2		
Black dress kits for 11' X 20' rear projection screens	2		
50" data monitor with black shroud/floor stand (presenter confidence monitor)	1		
wireless internet connection for 2 laptops	2		
Presentation laptops (Windows operating system, loaded with Microsoft office 2011 suite, 16/9 native)	6		
Playback Pro video playback system	1		
Wireless control system for two laptops	2		
Black drape runoff, 16' high x 80'	1		
Black and white printer must work with Laptop	1		
all necessary amplifiers, adaptors, connectors, etc*			
	Total (A):		

B) Audio

Item	Quantity	Unit price	Total
Slim line podium microphones	2		
wireless microphone kits (combo units lapel/handheld)	8		
Stereo audio connections	2		
Public address system, floor supported, suitable for venue and 850 guests	1		
Low-profile centre fill speakers (Myers UP-M or equivalent)	2		
Monitor wedges for back of stage (Q&A)	2		
24 channel digital audio console Yamaha LS-9 or equivalent	1		
all necessary amplifiers, adaptors, connectors, etc*			
	Total (B):		



C) Lighting

Item	Quantity	Unit price	Total
650W zoom leko fixtures	12		
300W "bambino" style fresnels (for backlight) *backlight will be affixed to drape line	4		
24' crank-up lighting stands for front light	2		
personnel support/lift for focusing	1		
12 channel dimming system for above (separate control of front/back light)	1		
all necessary amplifiers, adaptors, connectors, etc*			
Total (C):			

D) IMAG/Video Record:

Item	Quantity	Unit price	Total
1080p high-definition broadcast camera packages C/W tripods, remote zoom/focus, preview monitor, CCUs, CCU cables, etc.	2		
telephoto lenses for above	2		
"Air Pack" switching package, including active 16/9 high-definition switcher, preview/program monitors, power conditioners, time code generators, distribution amplifiers, etc	1		
Digital Hard Drive Recorder must record Quick Time 1080p ProRes 4/2/2, 130 Mb/s(min) or better	1		
Back-up HD recording 1080p H264	1		
Wired intercom base station and headset	1		
Wired intercom belt packs and headsets	8		
all necessary amplifiers, adaptors, connectors, etc*			
Total (D):			

E) Simultaneous Interpretation

Item	Quantity	Unit price	Total
SI system, complete (booth, transmitters, etc)	1		
SI receivers	200		
Total (E):			

F) Webcast

Item	Quantity	Unit price	Total
webcast encoders (English and French)	2		
live back-up webcast encoders	2		
high speed internet connection to ensure connectivity of all four encoders	1		
concurrent viewers for each stream	1000		
video/graphics switcher (to cut in speaker support graphics E&F from presentation laptops)	2		
Total (F):			



G) Miscellaneous items

Item	Quantity	Unit price	Total
custom podium	2		
100A 3 phase power distribution for audio, lighting and AV	1		
electrical power hook-up/usage charges (if applicable)	1		
Wireless remote for two laptops (advance/reverse)	1		
Technicians FOH table black drape surround	1		
Poster Easels industry standard	1		
Total (G):			

* All necessary cables, adaptors, work lights and accessories to ensure the proper and normal function of all equipment are the responsibility of the supplier.

H) Deliverable

Item	Quantity	Unit price	Total
Soft copie (DVD) of the Manion Lecture	1		
Total (H):			

I) Labour

07:00 -15:00

Installation and testing of all equipment in Canada Hall 3.

15:00 -16:00

Technical checks of equipment in theatre, rehearsals, etc.

16:00 – 18:30

Doors open and show

19:00-Completion

Dismantle and removal of all equipment

Item	Quantity	Unit price	Total
Video director/switcher	1		
Visuals/Graphics lead	1		
Webcast lead	1		
Camera operators	2		
Audio/ Sound engineer	1		
SI receiver attendant	1		
Total (I):			

Evaluated Price (Applicable Taxes excluded): \$ _____ sum of Total A + Total B + Total C + Total D + Total E + Total F + Total G+ Total H+ Total I=	\$ _____
Applicable Taxes Insert the amount as applicable	\$ _____
Evaluated Price (Applicable Taxes included):	\$ _____



ANNEX "C"

GENERAL CONDITIONS

TABLE OF CONTENTS

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



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

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

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 (4th 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*.



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 .



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.

1. 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 D SUPPLEMENTAL CONDITIONS

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

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:

$\text{Hours worked} \times (\text{firm per diem rate} / 7.5 \text{ hours})$

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.