

Request for Proposal (RFP): 01B68-18-0068

FOR THE PROVISION OF

DESIGN AND FABRICATION OF THE CANADA PAVILION

**Seoul Food & Hotel (SFH)
KINTEX, Seoul, Korea
2019, 2020, 2021 and 2022**

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture & Agri-Food Canada (AAFC), is seeking proposals for Pavilion Design and Fabrication.

AAFC is organizing the Canada Pavilion at Seoul Food & Hotel (SFH), which will be held at KINTEX, Seoul, Korea, May 21-24, 2019. The Canada Pavilion will incorporate displays from a number of Canadian agri-food companies, associations, and federal/provincial departments.

SFH is the largest annual food trade event in Korea. Held in Seoul, the show attracts approximately 55,000 participants from 46 countries. SFH provides participating companies with an opportunity to meet with key importers, distributors and industry buyers from retail, catering and the hospitality trade across the whole of Korea.

In order to ensure the prosperity of the sector, the Canadian agri-business community needs to successfully compete and adapt to the changing needs of domestic and international markets. AAFC's Canada Pavilion Program provides Canadian food exporters with the opportunity to enhance the exposure of their products against international competition by differentiating their products through the use of branding tools and attributes. The Canadian presence at international trade shows, through the Canada Pavilion Program, should highlight the following key attributes: high quality, nature, trustworthiness, and customer focus.

Bids **must** include the following:

Executive Summary: A brief overview of the proposed plan, expectations, and understanding of the project.

Design Concept: Canada's "Brand" is well defined (see Appendix I); as such design proposals for a Canada Pavilion must take full advantage of Canada's international reputation. The bid will include a design layout for a 432 square meters (sq. m) in Hall 3.

The design must be distinctly Canadian (ie: iconic Canadian images/symbols) and stand out from other countries/competitors on the show floor. The design will take advantage of Canada Brand attributes while addressing the target audience's perception of what is distinctly Canadian. The design and layout of the pavilion should be flexible to accommodate changes from year-to-year.

Project Management for Services: Provide a detailed description of the approach, timelines, milestones and resources for each service.

Contingency Plan: Describe any major challenges, constraints or unexpected situations and/or major difficulties that may arise during the course of the project. Propose solutions and approaches to address these.

Summary/Recommendation: Provide any additional information and/or recommendations that are essential to the project.

1.2 With the exception of certain basic site requirements that must be provided or ordered separately, the Contractor will provide a complete turnkey package that includes all goods and services to be detailed in the tender drawings and the specifications described herein (Statement of Work).

1.3 Any components and services not covered or mentioned herein, but **obviously** necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical proposal and included in the Financial Proposal.

1.4 In the case of conflict or discrepancies between the Statement of Work and the referenced set of tender drawings provided, the specifications given in the Statement of Work shall prevail.

2.0 SECURITY REQUIREMENTS

There is no Security Requirement associated with this project.

3.0 INTERPRETATION

In the RFP,

- 3.1 “Canada”, “Crown”, “Her Majesty”, “the Government” or “Agriculture and Agri-Food Canada” or “AAFC” means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 “Contract” or “Resulting Contract” means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 “Contracting Authority or authorized representative” means the AAFC official, identified in Article 5.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Article 6.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Proposer” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Proposer must have the legal capacity to enter into legally binding contracts. If the Proposer is a sole proprietorship, a partnership or a corporate body, the Proposer shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all Proposers any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual Proposers prior to the closing date/time of this RFP.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

1. Accept any Proposal in whole or in part, without prior negotiation;
2. Reject any or all Proposals received in response to this RFP;
3. Cancel and/or re-issue this RFP at any time;
4. Ask the Proposer to substantiate any claim made in the Proposal;
5. Enter into negotiations with one or more Proposers on any or all aspects of their Proposals;
6. Award one or more Contracts;
7. Retain all Proposals submitted in response to this RFP.

6.0 SOLE PROPOSAL - PRICE SUPPORT

6.1 Agriculture and Agri-Food Canada reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following:

- a. current published price list indicating the percentage discount available to the Department of Agriculture and Agri-Food Canada; or
- b. paid invoices for like items (like quality and quantity) sold to other customers; or
- c. price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, etc.
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

7.0 MANDATORY CLAUSES

7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 Proposers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the Proposer acknowledges the applicable law specified is acceptable to the Proposer.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in **electronic copy** as described in Article 3.0.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority named on the cover page of the RFP no later than **August 9, 2018 AT 12:00 PM EST**. The email subject line for proposal should include the RFP number found on the cover page of the RFP.
- 2.3 The onus for submitting proposals on time at the specified email address rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

NOTE: AAFC is only accepting proposals for Seoul Food & Hotel Expo 2019. Details on option to extend the resulting contract are outlined in Part 3 section 3.0.

- 3.1 The proposal **must** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section I	Technical Proposal with attachment(s) including certifications (Appendix E) (<u>with no reference to price</u>)	1 electronic file
Section II	Financial Proposal - Appendix G and H	1 electronic file
Section III	Certifications	1 electronic file

- 3.2 The Proposer may **submit a proposal in either official language**.
- 3.3 Each copy of the proposal is to include the Proposer's legal entity name, the name of the Proposer's contact, address, telephone number, facsimile number, email address and Request for Proposal Number.
- 3.4 It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 3.5 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:
 1. The Proposer represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Proposer that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Proposer should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Proposer will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

4.2 Security Requirements

Not Applicable

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

5.1 **The bidder must submit a financial proposal using the forms provided in appendix 'G' and 'H'. The proposer must complete all tables in Appendix G and Appendix H in their entirety, pricing to be provided for every item listed, or will be deemed non-compliant and will be given no further consideration.**

The bidder must also provide the following,

1. The covering letter signed by the Proposer or an authorized representative of the Proposer;
2. A statement by the Proposer that they have read, understood, and will comply with every clause, term and condition of the RFP (alternatively, the Proposer may provide a clause-by-clause compliance matrix, reflecting the same);
3. A confidentiality statement, if applicable; and
4. The name and contact information of the Proposer's representative who may be contacted for clarification of proposal details.

5.2 The Firm Lot Price identified in Appendix G will be used for evaluation purposes.

The Firm Lot Price MUST be in **CANADIAN CURRENCY**, all deliverables FOB Job site – Seoul Food & Hotel Expo, which will be held at KINTEX, Seoul, Korea, May 21-24, 2019. Inclusive of any Customs duty, applicable taxes, associated cost for travel and out of pocket expenses.

1. The Firm Lot Price must not exceed **\$165,000.00 CAD** and inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. **Any bids exceeding the maximum value will be deemed non-compliant and given no further consideration.** This current Request for Proposal number 01B68-18-0068 does not cover the option to extend the Contract to cover Seoul Food & Hotel 2020, 2021 and 2022.
2. AAFC may allocate additional funds, over and above the proposed Firm Lot Price, up to a maximum ceiling price to be determined at time of contract award. The additional funds will provide, during the course of resulting contract, the, or some of the, items in Appendix H "Optional Items and Additional Requirements" or any other items required for the two pavilions, as well as contingency funds for any unforeseen requirements. AAFC is not bound to order any of the items labelled "Optional" or any other items not listed and the selected Contractor shall not act upon any requests under the resulting contract which would cause the maximum expenditure to be exceeded.

5.3 The Firm Lot Price must be strictly in accordance with the specifications contained herein and based on the attached design specifications, and floor plans provided with this RFP **including the drainage**.

The Proposers must include in the Firm Lot Price, the cost for all these components.

1. Components: For the management, installation, dismantling, rentals and all specified services including floor covering, structure, utilities, furniture, equipment, graphic production and installation including components that are not shown on the drawings, but nevertheless necessary to the aspects of strength and rigidity for the system, as detailed herein FOB Job site Seoul Food & Hotel Expo 2019, Seoul, Korea, (Appendix F).
2. Any components such as columns, ceiling grid, braces that are not shown on the drawings, but nevertheless necessary to the aspects of strength and rigidity for the system being offered must be Included in the Firm Lot Price. These components shall not be considered as extras to the Contract.
3. Any components and services not covered or mentioned herein, but obviously necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical Proposal and included in the Financial Proposal.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached in **Annex “E”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Proposer and provide the Proposer with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Proposer provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Proposer's compliancy to the applicable certifications before and after award of a contract. Any certification made by the Proposer that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this Request for Proposal and in conjunction with the accompanying **Statement of Work (Appendix B)**.
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) Seek clarification or verify any or all information provided by the Proposer with respect to this RFP, at the sole costs of the Proposer;
 - b) Contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) Request, before award of any contract, specific information with respect to bidders' legal status;
 - d) Verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) Interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be sent to all bidder(s).

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP 01B68-18-0068, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

There is no security associated with the work

4.0 CONTRACT PERIOD

4.1 The Contract shall be from contract award to **August 31st, 2019**

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to three (3) additional one (1) year periods under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date. This notice shall include the estimated budget available, work requirements at that time, location of the event, and space allocation. The option periods are outlined as follows:

Seoul Food & Hotel 2020 – **September 1, 2019 to August 31, 2020** (Option Year 1)

Seoul Food & Hotel 2021 – **September 1, 2020 to August 31, 2021** (Option Year 2)

Seoul Food & Hotel 2022 – **September 1, 2021 to August 31, 2022** (Option Year 3)

4.3 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Kyle Harrington
Senior Contracting Officer
Agriculture and Agri-Food Canada
Professional Services Contracting Unit
1305 Baseline Rd, Tower 5, 2nd Flr
Ottawa, Ontario K1A 0C5
Tel: 613-773-0732
Email: kyle.harrington@agr.gc.ca

5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and inspection of all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that Contracts are administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Proposer must stipulate that the Contract Representative has direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project/Technical Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B68-18-0068;
7. Contractor's Proposal dated (*to be inserted at contract award*).

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.

10.2 Should the Contractor at any time be unable to provide their services or those of research personnel, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.

10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.

10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.

10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.

10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the work plan. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01B68-18-0068.

10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

Not Applicable.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

13.2 Limitation of Expenditure

The financial limits for the initial contract (Seoul Food & Hotel 2019) shall not exceed **\$165,000.00** Canadian currency, inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. The Contractor acknowledges that the maximum funding limitation for each of the three (3) option periods (Seoul Food & Hotel 2020, 2021 & 2022) is **\$165,000.00**, inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. The Contractor acknowledges that AAFC shall in its sole discretion determine the allocation of the budget for the option(s).

13.3 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

13.5 Inspection and Acceptance

All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Project Authority or his/her designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

14.0 METHOD OF PAYMENT

14.1 The payment shall be made in one lump sum as a Firm Lot Price (inclusive of any Customs duty, all applicable taxes, associated travel and out of pocket expenses) for all the authorized components (design, management, installation, dismantling, rentals and all specified services including floor covering, structure, utilities, furniture, equipment, graphic production, installation of materials supplied by AAFC if any). Also including components that are not shown on the drawings but nevertheless

necessary to the aspects of strength and rigidity for the system, following the completion of all the Work and upon submission of an invoice containing information specified in Article 16.0, Invoicing Instructions, herein.

- 14.2 If payment for last-minute design changes and additional fixtures authorized on site by the Project Authority is required, the invoice will clearly identify the services rendered, order number and supported by the signed copy of the order form.
- 14.3 Payments are subject to the satisfaction and acceptance of the Work by the Project Authority.
- 14.4 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A (General Conditions.)

15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
 - 1. The date;
 - 2. Name and address of the Contractor;
 - 3. Name and address of Agriculture and Agri-Food Canada;
 - 4. Reference number;
 - 5. Period in which services were rendered;
 - 6. Contract number; 01B68-18-0068;
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

- 17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

18.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)*

(CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals

entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

(FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 INSURANCE REQUIREMENTS

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

20.0 SALVAGE

20.1 All scrap and waste material, except items specifically listed in the Work specifications, will become the property of the Contractor who shall remove it from the site.

21.0 SECURITY AND PERSONNEL IDENTIFICATION

21.1 As a security precaution, it is required that all employees engaged in Work or business for the Contract be readily identifiable. To this end, all company workmen, foremen, and subcontractor personnel are to wear, in a conspicuous place, the identification badge issued to them.

22.0 CONTRACTOR'S RESPONSIBILITY

22.1 It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in the RFP and resulting Contract, is necessary for its own protection or to fulfill its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

22.2 The following insurance provisions shall not limit any insurance required by federal, provincial or municipal laws.

22.3 To meet the insurance requirements of the Contract, the Contractor shall forward to the Contracting Authority, **before the execution of the Contract**, either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.

23.0 COMMERCIAL GENERAL LIABILITY

23.1 Commercial General Liability insurance shall be effected by the Contractor and maintained in force

throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$5,000,000.00 per accident or occurrence.

24.0 COMMERCIAL GENERAL LIABILITY INSURANCE

24.1 The following clauses must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

(A) "Additional Named Insured: Canada is named as an Additional Named Insured under any liability insurance policies for Canada's respective rights and interests under the Contract."

(B) "Cross Liability: Any act or omission by one or another of the Insured hereunder shall not prejudice the rights or interests of any other Insured. This policy, subject to its limits of liability, shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one Insured shall not operate to increase the limits of the Insurers' liability."

(C) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against Canada which the Insurer or Insurers would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter, or by courier with an acknowledgement of receipt, to:

Senior General Counsel
Civil Litigation Section
Department of Justice
East Memorial Building
284 Wellington Street, 2nd Floor
Ottawa, Ontario K1A 0H8
Tel: 613-946-3815
Fax: 613-954-1920

The notification must be followed, within fifteen (15) calendar days, by an information copy to the Contracting Authority.

The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense.

(D) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least fifteen (15) days' prior written notice of any policy cancellation or any changes in the policy coverage."

25.0 ERRORS AND OMISSIONS LIABILITY

25.1 Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000.00 per accident or occurrence with an aggregate of \$5,000,000.00.

26.0 ERROR AND OMISSIONS LIABILITY INSURANCE

26.1 The following clauses must be incorporated into the conditions of the Contractor's Errors and Omissions Liability and Product Liability coverages:

(A) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against

Canada which the Insurer, or Insurers would, but for this clause, have the right to pursue or defend on behalf of Canada under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter, or by courier with acknowledgement of receipt, to:

Senior General Counsel
Civil Litigation Section
Department of Justice
East Memorial Building
284 Wellington Street, 2nd Floor
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense."

(B) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days written notice of any policy cancellation or any changes in the policy coverage."

27.0 WARRANTY

27.1 The warranty contained in the Contract is no less beneficial to Canada in any respect than the standard warranty terms offered by the manufacturer or designer in respect of the goods or services to be supplied under the Contract.

28.0 TIME AND CONTRACT PRICE VERIFICATION

28.1 Time charged and the Contract Price of any incidental materials used may be verified by Project Authority before or after payment is made to the Contractor. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

29.0 TIME VERIFICATION

29.1 Time charged and the accuracy of the Contractor's time recording system may be verified by Project Authority before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

30.0 WORKER'S COMPENSATION

30.1 It is mandatory that all persons performing the Work be covered under the applicable workers compensation legislation provided for the benefit of injured employees.

31.0 SAFETY REGULATIONS AND LABOUR CODES

31.1 The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

32.0 SITE REGULATIONS

32.1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the Work is to be performed, relating to the safety of persons on the site or the

protection of property against loss or damage from any and all causes including fire.

APPENDIX "A"

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

1.1 "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;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

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

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

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

1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

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

GC3. General Conditions

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.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) it has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

ANNEXE A

CONDITIONS GÉNÉRALES

CG1. DÉFINITIONS

1.1 Dans le présent marché d'acquisition :

1.1 « Canada », « Couronne », « Sa Majesté » ou « gouvernement » signifient Sa Majesté la Reine du chef du Canada;

« entrepreneur » signifie la personne, l'entité ou les entités nommées dans le marché d'acquisition pour la fourniture de biens ou la prestation de services ou les deux au Canada;

1.2 « Ministre » signifie le ministre d'Agriculture et Agroalimentaire Canada ou toute personne autorisée;

1.3 « partie » signifie le Canada, l'entrepreneur ou tout autre signataire du marché d'acquisition; « parties » signifie l'ensemble d'entre eux;

1.4 « Taxes applicables » signifie la taxe sur les produits et services (TPS), la taxe de vente harmonisée (TVH) et toute taxe provinciale payable par le Canada selon la loi, tel que la taxe de vente du Québec (TVQ) à compter du 1er avril 2013;

1.5 « travaux » signifie, à moins d'indication contraire, tout ce que l'entrepreneur doit faire, fournir ou livrer pour remplir ses obligations en vertu du marché d'acquisition.

CG2. Pouvoirs du Canada

Tous les droits, recours et pouvoirs discrétionnaires accordés ou acquis par le Canada en vertu du marché d'acquisition ou de la loi sont cumulatifs et non exclusifs.

CG3. Conditions générales

L'entrepreneur est retenu à titre d'entrepreneur indépendant engagé par le Canada pour exécuter les travaux. Rien dans le contrat n'a pour objet de créer un partenariat, une coentreprise ou mandat entre le Canada et l'autre ou les autres parties. L'entrepreneur ne doit se présenter à quiconque comme un agent ou un représentant du Canada. Ni l'entrepreneur ni ses employés ne constituent des employés, des préposés ou des mandataires du Canada. L'entrepreneur doit effectuer toutes les déductions et tous les versements exigés par la loi relativement à ses employés.

CG4. Exécution des travaux

4.1 L'entrepreneur déclare et atteste ce qui suit :

- a) il a la compétence pour exécuter les travaux;
- b) il a les qualifications nécessaires, y compris les connaissances, les compétences et l'expérience, et la capacité de les utiliser efficacement pour exécuter les travaux;
- c) il a le personnel et les ressources nécessaires pour exécuter les travaux.

4.2 Sauf pour les biens du gouvernement nommément prévus au marché d'acquisition, l'entrepreneur fournit tout ce qui est nécessaire à l'exécution des travaux, y compris les ressources, les installations, la main-d'œuvre et la supervision, la gestion, les services, le matériel, les matériaux, les dessins, les données techniques, l'assistance technique, les services d'ingénierie, les procédures d'inspection et d'assurance de la qualité, et la planification nécessaire à l'exécution des travaux.

- 4.3 The Contractor shall:
- (a) carry out the Work in a diligent and efficient manner;
 - (b) apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Statement of Work; and
 - (3) meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless 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.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

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

- 4.3 L'entrepreneur doit :
- a) exécuter les travaux de manière diligente et efficace;
 - b) au minimum, appliquer les tests d'assurance de la qualité, les inspections et les contrôles compatibles avec ceux qui sont généralement utilisés dans l'industrie et dont l'objet est de donner l'assurance raisonnable du degré de qualité exigé en vertu du marché d'acquisition;
 - c) veiller à ce que les travaux :
 - (1) soient de bonne qualité et soient exécutés avec des matériaux et une main d'œuvre de qualité;
 - (2) soient en tous points conformes à l'énoncé de travail;
 - (3) répondent à toutes les autres exigences du marché d'acquisition.

4.4 Nonobstant l'acceptation des travaux ou d'une partie des travaux, l'entrepreneur garantit que la qualité des travaux démontrera clairement qu'il les a exécutés conformément à l'engagement prévu au paragraphe 4.3.

CG5. Inspection et acceptation

- 5.1 Les travaux seront soumis à l'inspection du Canada. Le Canada a le droit de rejeter toute partie des travaux, qu'il s'agisse d'un rapport, d'un document, d'un bien ou d'un service qui, tel qu'il est soumis, n'est pas conforme aux exigences du marché d'acquisition ou n'est pas à la satisfaction du Canada, ou d'en exiger la modification aux frais de l'entrepreneur, avant d'effectuer un paiement.
- 5.2 L'entrepreneur est en défaut d'exécution du marché d'acquisition si les travaux sont rejetés par le Canada ou s'il ne les modifie pas dans un délai raisonnable.

CG6. Modifications et renoncations

- 6.1 Les modifications apportées à la conception, aux travaux ou au marché d'acquisition ne lient les parties que si elles sont intégrées au marché d'acquisition au moyen d'un document écrit à cet effet ou d'une modification technique portant la signature des représentants autorisés du Canada et de l'entrepreneur.
- 6.2 Bien que l'entrepreneur puisse discuter avec les représentants du Canada de modifications éventuelles à l'étendue des travaux, le Canada n'assume le coût de ces modifications que lorsqu'elles sont intégrées au marché d'acquisition conformément au paragraphe 6.1.
- 6.3 Une renonciation n'est valable, ne lie les parties et ne modifie leurs droits que si elle est faite par écrit par l'autorité contractante, dans le cas d'une renonciation du Canada, et par le représentant autorisé de l'entrepreneur, dans le cas d'une renonciation de l'entrepreneur.
- 6.4 La renonciation par une partie à exercer un recours pour inexécution de toute condition du marché d'acquisition n'empêche pas cette partie d'exiger l'exécution de cette condition lors d'une inexécution subséquente, et n'est pas réputée être une renonciation à exercer un recours pour une inexécution subséquente, ni interprétée comme telle.

CG7. Délais de rigueur

Il est essentiel que les travaux soient exécutés dans le délai ou au moment fixé dans le marché d'acquisition.

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada 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.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving

CG8. Retard excusable

- 8.1 Tout retard de l'entrepreneur à s'acquitter de ses obligations en vertu du marché d'acquisition, qui survient en l'absence de toute faute ou négligence de la part de l'entrepreneur, de ses sous-traitants, de ses mandataires ou de ses employés, ou qui est causé par un événement indépendant de la volonté de l'entrepreneur, et que l'entrepreneur n'aurait pu empêcher sans assumer des frais exorbitants en recourant, par exemple, à des plans de redressement, incluant d'autres sources, ou à d'autres moyens, constitue un retard excusable.
- 8.2 L'entrepreneur doit informer le ministre dès que se produit un fait qui entraîne un retard excusable. Il doit préciser, dans son avis, la cause et les circonstances du retard et mentionner la partie du travail qui est touchée. À la demande du ministre, l'entrepreneur fournit une description, sous une forme jugée acceptable par le ministre, des plans de redressement, dans lesquels il mentionne d'autres sources et d'autres moyens qu'il pourrait utiliser pour rattraper le retard et s'efforcer d'en prévenir d'autres. Dès la réception de l'approbation écrite des plans de redressement par le ministre, l'entrepreneur doit mettre ces plans de redressement à exécution et prendre tous les moyens raisonnables pour rattraper le retard excusable.
- 8.3 Si l'entrepreneur ne respecte pas les conditions du marché d'acquisition ayant trait à cet avis, tout retard qui pourrait être excusable n'est pas considéré comme tel.
- 8.4 Après trente (30) jours ou plus de retard excusable, le Canada peut, par avis écrit à l'entrepreneur, résilier le marché d'acquisition. En l'occurrence, les parties conviennent de renoncer à toute réclamation pour dommages, coûts, profits anticipés ou autres pertes découlant de la résiliation ou de l'événement qui a contribué au retard excusable. L'entrepreneur convient de rembourser immédiatement au Canada la portion de toute avance non liquidée à la date de la résiliation.
- 8.5 Sauf si le retard excusable est dû au manquement du Canada de s'acquitter d'une obligation en vertu du marché d'acquisition, le Canada n'est pas responsable des coûts additionnels encourus par l'entrepreneur ou l'un de ses sous-traitants ou mandataires par la suite d'un retard excusable.
- 8.6 Si le marché d'acquisition est résilié en vertu du présent article, le Canada peut exiger que l'entrepreneur lui livre, selon les modalités et dans la mesure prescrites par le Canada, toutes les parties achevées des travaux qui n'ont pas été livrées ni acceptées avant la résiliation, de même que tout ce que l'entrepreneur a acquis ou produit expressément pour l'exécution du marché d'acquisition. Le Canada paie alors à l'entrepreneur :
- a) la valeur, calculée en fonction du prix contractuel, y compris la quote-part du profit ou des honoraires de l'entrepreneur inclus dans le prix contractuel, de toutes les parties des travaux terminées qui sont livrées et acceptées par le Canada;
 - b) le coût de l'entrepreneur que le Canada juge raisonnable en ce qui concerne toute autre chose livrée au Canada et acceptée par le Canada.
- 8.7 Le montant total versé par le Canada en vertu du marché d'acquisition jusqu'à sa résiliation et tous les montants payables en vertu du présent paragraphe ne doivent pas dépasser le prix contractuel.

CG9. Résiliation pour raisons de commodité

- 9.1 Nonobstant toute autre disposition du marché d'acquisition, le

notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfilment of the Contract.

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) if the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) to the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
- c) if the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1 (c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

ministre peut, en donnant un avis à l'entrepreneur, résilier ou suspendre le marché d'acquisition sans délai relativement à la totalité ou à toute partie des travaux non terminée.

9.2 Les travaux terminés par l'entrepreneur à la satisfaction du Canada avant l'envoi d'un tel avis sont payés par le Canada conformément aux dispositions du marché d'acquisition; pour les travaux non terminés au moment de la signification de cet avis, le Canada paie à l'entrepreneur les coûts, déterminés de la façon précisée dans le marché d'acquisition, au montant représentant une indemnité juste et raisonnable relativement à ces travaux.

9.3 En plus du montant qui lui est payé en vertu de l'article CG9.2, l'entrepreneur a droit au remboursement des frais liés à la résiliation, consécutivement à cet avis, des engagements qu'il a pris et des frais connexes, ainsi que des engagements qu'il a pris ou des obligations qui lui incombent relativement aux travaux.

9.4 L'entrepreneur ne peut réclamer de dommages-intérêts, d'indemnité, de perte de profits ou d'autre compensation pour aucune raison se rapportant directement ou indirectement à une mesure prise par le Canada ou à un avis donné par lui en vertu des dispositions de l'article CG9, sauf de la façon et dans la mesure qui y sont expressément indiquées.

9.5 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG9.1, le Canada peut exiger que l'entrepreneur lui remette, de la façon et dans la mesure qu'il précise, tout travail complété qui n'a pas été livré avant l'arrêt des travaux ainsi que les matériaux, les biens ou les travaux en cours que l'entrepreneur a acquis ou produits expressément pour l'exécution du marché d'acquisition.

CG10. Résiliation pour manquement de la part de l'entrepreneur

10.1 Le Canada peut, par avis à l'entrepreneur, résilier le marché d'acquisition, en tout ou en partie :

- a) si l'entrepreneur ne s'acquitte pas de toutes ses obligations en vertu du marché d'acquisition ou, de l'avis du Canada, ne fait pas avancer les travaux, au point de compromettre l'exécution du marché d'acquisition conformément à ses conditions;
- b) dans la mesure permise par la loi, si l'entrepreneur fait faillite ou devient insolvable, fait l'objet d'une ordonnance de séquestre, fait cession de ses biens au profit de ses créanciers, fait l'objet d'une ordonnance ou d'une résolution de liquidation, ou se prévaut de quelque loi concernant les débiteurs faillis ou insolvable; ou
- c) si l'entrepreneur fournit une fausse déclaration en contravention des articles GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou GC 39.

10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.

10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.

10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

GC11. Suspension of Work

11.1 The Minister 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.

GC12. Extension of Contract

12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.

12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.

12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

13.1 Payment in the case of progress payments:

a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and

b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;

b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

(a) "Average Rate" means the simple arithmetic mean of the bank rates in

CG11. Suspension des travaux

11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des travaux prévus au marché d'acquisition. L'entrepreneur doit se conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

CG12. Prolongation du marché d'acquisition

12.1 Si, de l'avis du ministre, des travaux additionnels de même nature que les travaux décrits dans le marché d'acquisition sont nécessaires, l'entrepreneur effectue les travaux et, au besoin, la durée du marché d'acquisition est prolongée en conséquence, et les parties confirment cette prolongation par écrit.

12.2 Le paiement des travaux décrits au paragraphe 1 est calculé et effectué selon la formule exposée à l'article CG12 et, au besoin, est établi au prorata.

12.3 Si le ministre décide de payer à l'entrepreneur des dépenses relatives aux travaux exposés à l'article CG12.1, les parties confirment par écrit la nature des dépenses et leur montant.

MODALITÉS DE PAIEMENT

CG13. Mode de paiement

13.1 Dans le cas de paiements progressifs :

a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date de réception d'une demande de paiement progressif dûment remplie, selon les conditions du marché d'acquisition; et

b) si le ministre soulève une objection relativement à la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de sa réception, aviser par écrit l'entrepreneur de la nature de l'objection.

13.2 Dans le cas d'un paiement à l'achèvement:

a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date d'achèvement des travaux ou de la réception d'une demande de paiement et des pièces justificatives aux termes du marché d'acquisition, selon la plus tardive des deux dates;

b) si le ministre soulève une objection relativement à la présentation de la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de leur réception, aviser par écrit l'entrepreneur de la nature de l'objection.

CG14. Base de paiement

14.1 Une demande de paiement sous forme de relevé détaillé certifié par l'entrepreneur quant à l'exactitude de son contenu doit être soumise au ministre.

14.2 Les frais de déplacement et autres dépenses qui sont prévus au marché d'acquisition sont payés en conformité avec les lignes directrices et les directives du Conseil du Trésor, l'exactitude de la demande de remboursement ayant été au préalable certifiée par l'entrepreneur.

CG15. Intérêts sur comptes en souffrance

15.1 Aux fins de la présente clause :

a) « taux moyen » signifie la moyenne arithmétique simple du taux

effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

(b) "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;

(c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

(d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

(e) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 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.

16.2 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.

16.3 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.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, 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.

d'escompte en vigueur chaque jour, à 16 h, heure normale de l'Est, pour le mois civil qui précède immédiatement le mois civil au cours duquel le paiement est effectué;

b) le « taux d'escompte » s'entend du taux d'intérêt fixé de temps à autre par la Banque du Canada, qui représente le taux minimum auquel la Banque du Canada consent des avances à court terme aux membres de l'Association canadienne des paiements;

c) « date de paiement » signifie la date que porte le titre négociable tiré par le receveur général du Canada et remis aux fins de payer une somme exigible;

d) « exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;

e) un montant devient « en souffrance » s'il demeure impayé le premier jour suivant le jour où il est devenu exigible.

15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux d'escompte moyen de la Banque du Canada du mois précédent majoré de 3 % par année, sur toute somme en souffrance à partir du premier jour où la somme est en souffrance jusqu'au jour qui précède la date de paiement. L'entrepreneur n'est pas tenu d'aviser le Canada pour que l'intérêt soit payable.

15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.

15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.

CG16. Registres à conserver par l'entrepreneur

16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissances et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.

16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.

16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.

16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du présent article et impayé, et le porter en compensation de toute somme que le Canada doit à l'entrepreneur à tout moment (y compris en vertu d'autres marchés d'acquisitions). Si le Canada décide de ne pas exercer

ce droit à un moment donné, le Canada ne le perd pas.

GC17. Invoice Submission

17.1 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.

17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) 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;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 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.

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

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister 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.

GC19. Assignment

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

CG17. Présentation des factures

17.1 Les factures doivent être soumises au nom de l'entrepreneur. L'entrepreneur doit présenter une facture pour chaque livraison ou expédition; les factures doivent s'appliquer uniquement au marché d'acquisition. Chaque facture doit indiquer si elle porte sur une livraison partielle ou finale.

17.2 Les factures doivent indiquer :

- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
- b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contrats, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;
- c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
- d) la composition des totaux, s'il y a lieu;
- e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.

17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.

17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

CG18. Droit de compensation

Sans restreindre tout droit de compensation accordé par la loi, le ministre peut porter en compensation tout montant payable à l'entrepreneur en vertu du marché d'acquisition, de tout montant payable au Canada par l'entrepreneur en vertu du marché d'acquisition ou de tout autre marché d'acquisition en cours. Lorsqu'il effectue un paiement en vertu du marché d'acquisition, le Canada peut déduire du montant payable à l'entrepreneur tout montant qui est ainsi payable au Canada par l'entrepreneur et qui, du fait du droit de compensation, peut être retenu par le Canada.

CG19. Cession

19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.

19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada.

CG20. Sous-traitance

20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.

20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada envers un sous-traitant.

20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis

en vertu du marché d'acquisition.

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes
Municipal Taxes do not apply.

CG21. Indemnisation

21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.

21.2 L'obligation qui incombe à l'entrepreneur d'indemniser ou de rembourser le Canada en vertu du marché d'acquisition n'empêche pas le Canada d'exercer tout autre droit que lui confère la loi.

CG22. Confidentialité

L'entrepreneur traite de façon confidentielle, pendant et après l'exécution des travaux, l'information à laquelle il a accès en raison du marché d'acquisition. Il doit faire les meilleurs efforts pour veiller à ce que ses préposés, ses employés, ses mandataires et ses sous-traitants ou ses agents attirés observent les mêmes normes de confidentialité.

CG23. Indemnisation – Droit d'auteur

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés pour violation réelle ou alléguée d'un droit d'auteur du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de tout ce qui est fourni aux termes du marché d'acquisition.

CG24. Indemnisation – Inventions, etc.

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés par suite de l'utilisation protégée par brevet, ou pour violation réelle ou alléguée d'un brevet ou d'un dessin industriel enregistré du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de ce qui est fourni aux termes du marché d'acquisition.

CG25. Propriété du droit d'auteur

25.1 Tout ce qui est créé ou conçu par l'entrepreneur aux fins de l'exécution des travaux prévus au marché d'acquisition et qui est protégé par droit d'auteur appartient au Canada. L'entrepreneur appose le symbole du droit d'auteur et indique l'un ou l'autre des avis suivants, selon le cas :

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ou

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year).

25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une renonciation écrite et définitive aux droits moraux, sous une forme acceptable pour le ministre, de la part de chaque auteur qui a contribué aux travaux. S'il est lui-même un auteur, l'entrepreneur renonce définitivement à ses droits moraux.

CG26. Taxes

26.1 Taxes municipales
Les taxes municipales ne s'appliquent pas.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 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.

26.4 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.

26.5 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.

26.6 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Suppl.) 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 a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 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.

Details on existing sanctions can be found at:
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 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 convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or

26.2 Les ministères et organismes fédéraux doivent payer les taxes applicables.

26.3 Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

26.4 L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

26.5 Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

26.6 Retenue d'impôt de 15 p. 100

En vertu de la Loi de l'impôt sur le revenu, 1985, ch. 1 (5e suppl.) et du Règlement de l'impôt sur le revenu, le Canada doit retenir 15 p. 100 du montant à payer à l'entrepreneur pour les services rendus au Canada si l'entrepreneur est un non-résident, à moins que l'entrepreneur n'obtienne une dérogation valide. Le montant retenu est gardé dans un compte pour l'entrepreneur pour tout impôt à payer exigible par le Canada.

CG27. Sanctions internationales

27.1 Les personnes qui se trouvent au Canada, et les Canadiens qui se trouvent à l'extérieur du Canada, sont liés par les sanctions économiques imposées par le Canada. Par conséquent, le gouvernement du Canada ne peut accepter aucune livraison de biens ou de services qui proviennent, directement ou indirectement, des personnes ou des pays assujettis à des sanctions économiques.

On trouvera les détails sur les sanctions actuelles à l'adresse :
<http://www.international.gc.ca/sanctions/index.aspx?lang=fra>

27.2 L'entrepreneur ne doit pas fournir au gouvernement du Canada de biens ou de services qui sont assujettis à des sanctions économiques.

27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre un pays ou une personne ou de l'ajout d'un bien ou d'un service à la liste des biens ou services visés par les sanctions. Si les parties n'arrivent pas à s'entendre sur un plan de redressement, le marché d'acquisition est résilié pour raisons de commodité conformément à l'article CG9.

CG28. T1204 Paiements contractuels de services du Gouvernement

28.1 Conformément au règlement établi en application de l'alinéa 221 (1)(d) de la Loi de l'impôt sur le revenu, les paiements que versent des ministères et organismes à des entrepreneurs en vertu des marchés d'acquisitions de services pertinents (y compris des marchés d'acquisitions comportant une combinaison de biens et de services) doivent être déclarés à l'aide du formulaire « Paiements contractuels de services du gouvernement », T1204. Pour permettre aux ministères et

other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. 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, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

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 entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other 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.

GC36. Severability

If any provision of the Contract is declared by a court of competent

organismes clients de se conformer à cette exigence, les entrepreneurs sont tenus de fournir des renseignements au sujet de leur raison sociale et de leur forme juridique, leur numéro d'entreprise ou leur numéro d'assurance sociale ou les autres renseignements sur le fournisseur, le cas échéant, avec une attestation d'exhaustivité et d'exactitude des renseignements.

CG29. Successeurs et ayants droit

Le marché d'acquisition est au bénéfice des parties au marché d'acquisition ainsi que de leurs héritiers légaux, exécuteurs testamentaires, administrateurs, successeurs et ayants droit, qui sont tous par ailleurs liés par ses dispositions, selon le cas.

CG30. Conflits d'intérêts et Code de valeurs et d'éthique de la fonction publique

L'entrepreneur reconnaît que les personnes qui sont assujetties aux dispositions de la Loi sur les conflits d'intérêts, 2006, ch. 9, art. 2, du Code régissant les conflits d'intérêts des députés, de tout code de valeurs et d'éthique fédéral applicable ou de toute politique fédérale applicable régissant les conflits d'intérêts et l'après-mandat ne peuvent tirer aucun avantage direct du marché d'acquisition, à moins que les conditions d'octroi et de réception de ces avantages soient conformes aux dispositions des lois et codes susmentionnés.

CG31. Pots-de-vin

L'entrepreneur déclare qu'aucun pot-de-vin, cadeau, bénéfice ou autre avantage n'a été ni ne sera payé, donné, promis ou offert, directement ou indirectement, à un représentant ou à un employé du Canada ni à un membre de sa famille, en vue d'exercer une influence sur l'attribution ou la gestion du marché d'acquisition.

CG32. Erreurs

Nonobstant toute disposition contraire du marché d'acquisition, rien n'est à payer à l'entrepreneur pour le coût des travaux qu'il effectue afin de corriger des erreurs ou des omissions dont lui-même, ses préposés, ses mandataires ou ses sous-traitants sont responsables, et que ces erreurs ou omissions seront corrigées aux frais de l'entrepreneur, ou, au choix du Canada, que le marché d'acquisition pourra être résilié, auquel cas l'entrepreneur recevra le seul paiement déterminé en vertu de l'article CG10.

CG33. Exécution

L'omission par le Canada d'exiger que l'entrepreneur se conforme à une disposition quelconque du présent marché d'acquisition ne change rien au droit du Canada par la suite de faire respecter cette disposition et, lorsqu'il renonce à un droit en cas de dérogation à une condition du marché d'acquisition, il n'est pas présumé renoncer à un droit en cas de dérogation subséquente à cette condition ou à une autre.

CG34. Genre

Le singulier ou le masculin employé dans le présent marché d'acquisition comprend le pluriel, le féminin ou les deux, selon le contexte ou la volonté des parties.

CG35. Prorogation

Les obligations des parties concernant la confidentialité, les déclarations et les garanties prévues au marché d'acquisition ainsi que les autres dispositions du marché d'acquisition qu'il est raisonnable de présumer, en raison de la nature des obligations et des droits qui y sont prévus, qu'elles devraient demeurer en vigueur demeurent applicables malgré l'expiration ou la résiliation du marché d'acquisition.

CG36. Dissociabilité

La disposition du marché d'acquisition qui serait déclarée invalide,

jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

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. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

GC39. Public Disclosure

39.1 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.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor'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 described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

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 of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

illégal ou non susceptible d'exécution par un tribunal compétent disparaît du marché d'acquisition, sans affecter aucune autre disposition du marché d'acquisition.

CG37. Honoraires conditionnels

L'entrepreneur atteste qu'il n'a pas versé ni convenu de verser, directement ou indirectement, et convient de ne pas verser, directement ou indirectement, des honoraires conditionnels pour la sollicitation, la négociation ou l'obtention du marché d'acquisition à toute personne autre qu'un employé de l'entrepreneur agissant dans le cadre normal de ses fonctions. Dans le présent article, « honoraires conditionnels » signifie tout paiement ou autre forme de rémunération qui est subordonnée au degré de succès ou calculée en fonction du degré de succès obtenu dans la sollicitation, la négociation ou l'obtention du marché d'acquisition, et « personne » signifie tout particulier qui est tenu de fournir au registraire une déclaration en vertu de l'article 5 de la Loi sur le lobbying, 1985, ch. 44 (4e suppl.).

GC38. Dispositions relatives à l'intégrité

La Politique d'inadmissibilité et de suspension (la « Politique ») et toutes les directives connexes (2016-04-04) sont incorporées au contrat et en font partie intégrante. L'entrepreneur doit respecter les dispositions de la Politique et des directives, lesquelles se trouvent sur le site Web de Travaux publics et Services gouvernementaux Canada à l'adresse [Politique d'inadmissibilité et de suspension](#).

GC39. Communication Publique

39.1 L'entrepreneur consent à la communication des principaux éléments d'information concernant le marché d'acquisition si la valeur de celui-ci excède 10 000 \$, à l'exception des renseignements visés à l'un des alinéas 20 (1) a) à d) de la Loi sur l'accès à l'information.

39.2 L'entrepreneur consent, dans le cas d'un contrat conclu avec un ancien fonctionnaire qui reçoit une pension aux termes de la [Loi sur la pension de la fonction publique](#) (LFPF), à ce que la qualité d'entrepreneur, pour ce qui est d'être un ancien fonctionnaire qui reçoit une pension, sera déclarée sur les sites Web ministériels dans le cadre des rapports de divulgation proactive décrits à l'article 39.1.

CG40. Avis

Tout avis prévu au marché d'acquisition doit être donné par écrit et peut être livré en main propre, par messenger, par courrier, par télécopieur ou par tout autre moyen électronique qui fournit un support papier du texte de l'avis. Il doit être envoyé à l'adresse de la partie qui en est le destinataire, selon le marché d'acquisition. L'avis prend effet le jour de sa réception à cette adresse. Tout avis destiné au Canada doit être livré au ministre.

CG41. Exactitude

L'entrepreneur affirme que les renseignements qui accompagnent sa soumission sont exacts et complets. L'entrepreneur reconnaît que le ministre s'est fondé sur ces renseignements pour conclure le marché d'acquisition. Ces renseignements peuvent être vérifiés de la manière que le ministre peut raisonnablement exiger.

CG42. Services de règlements des différends

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la Loi sur le ministère des Travaux publics et des Services gouvernementaux proposera, sur demande d'une partie, un processus extrajudiciaire de règlement des différends en vue de régler tout différend entre les parties au sujet de l'interprétation ou de l'application d'un modalité du présent contrat. Les parties peuvent consentir à participer au processus extrajudiciaire de règlement des différends proposé et à en assumer les coûts. On peut communiquer avec le Bureau de l'ombudsman de l'approvisionnement

par téléphone au 1-866-734-5169 ou par courriel à boa.opo@boa.opo.gc.ca

GC43. 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 Section 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 email at boa.opo@boa.opo.gc.ca

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement 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 relative to the subject procurement binding on the Parties other than those contained in the Contract.

CG43. Administration du contrat

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la Loi sur le ministère des Travaux publics et des Services gouvernementaux examinera une plainte déposée par l'entrepreneur concernant l'administration du contrat si les exigences de paragraphe 22.2 (1) Loi sur le ministère des Travaux publics et des Services gouvernementaux et les articles 15 et 16 du Règlement concernant l'ombudsman de l'approvisionnement ont été respectées, et si l'interprétation et l'application des modalités ainsi que de la portée du contrat ne sont pas contestées. Le Bureau de l'ombudsman de l'approvisionnement peut être joint par téléphone, au 1-866-734-5169 ou par courriel, à l'adresse boa.opo@boa.opo.gc.ca

CG44. Exhaustivité de l'entente

Le marché d'acquisition constitue l'intégralité de l'entente intervenue entre les parties relativement à l'acquisition dont il fait l'objet et remplace toutes négociations, communications ou autres ententes antérieures, écrites ou verbales, à moins qu'elles ne soient incorporées par renvoi au marché d'acquisition. Seuls les conditions, engagements, affirmations et déclarations concernant l'acquisition visée qui sont contenus dans le marché d'acquisition lient les parties.

APPENDIX B

STATEMENT OF WORK

**Seoul Food & Hotel (SFH)
KINTEX, Seoul, Korea
2019, 2020, 2021 and 2022**

1.0 REQUIREMENTS

Agriculture & Agri-Food Canada (AAFC), is seeking proposals for Pavilion Design and Fabrication.

AAFC is organizing the Canada Pavilion at Seoul Food & Hotel (SFH), which will be held at KINTEX, Seoul, Korea, May 21-24, 2019. The Canada Pavilion will incorporate displays from a number of Canadian agri-food companies, associations, and federal/provincial departments.

SFH is the largest annual food trade event in Korea. Held in Seoul, the show attracts approximately 55,000 participants from 46 countries. SFH provides participating companies with an opportunity to meet with key importers, distributors and industry buyers from retail, catering and the hospitality trade across the whole of Korea.

In order to ensure the prosperity of the sector, the Canadian agri-business community needs to successfully compete and adapt to the changing needs of domestic and international markets. AAFC's Canada Pavilion Program provides Canadian food exporters with the opportunity to enhance the exposure of their products against international competition by differentiating their products through the use of branding tools and attributes. The Canadian presence at international trade shows, through the Canada Pavilion Program, should highlight the following key attributes: high quality, nature, trustworthiness, and customer focus.

Bids **must** include the following:

Executive Summary: A brief overview of the proposed plan, expectations, and understanding of the project.

Design Concept: Canada's "Brand" is well defined (see Appendix I); as such design proposals for a Canada Pavilion must take full advantage of Canada's international reputation. The bid will include a design layout for a 432 square meters (sq. m) in Hall 3.

The design must be distinctly Canadian (ie: iconic Canadian images/symbols) and stand out from other countries/competitors on the show floor. The design will take advantage of Canada Brand attributes while addressing the target audience's perception of what is distinctly Canadian. The design and layout of the pavilion should be flexible to accommodate changes from year-to-year.

Project Management for Services: Provide a detailed description of the approach, timelines, milestones and resources for each service.

Contingency Plan: Describe any major challenges, constraints or unexpected situations and/or major difficulties that may arise during the course of the project. Propose solutions and approaches to address these.

Summary/Recommendation: Provide any additional information and/or recommendations that are essential to the project.

- 1.2 With the exception of certain basic site requirements that must be provided or ordered separately, the Contractor will provide a complete turnkey package that includes all goods and services to be detailed in the tender drawings and the specifications described herein (Statement of Work).
- 1.3 Any components and services not covered or mentioned herein, but obviously necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical proposal and included in the Financial Proposal.
- 1.4 In the case of conflict or discrepancies between the Statement of Work and the referenced set of tender drawings provided, the specifications given in the Statement of Work shall prevail.

2.0 CONTRACT DURATION

- 2.1 AAFC is currently soliciting proposals for SFH 2019 (May 21-24, 2019) only.
- 2.2 AAFC holds the option to extend the Contract to cover SFH 2020, 2021 and 2022 as indicated in Option to Extend Contract.

3.0 OPTION TO EXTEND CONTRACT

- 3.1 The contractor grants to the Crown an irrevocable right to extend this contract and engage the Contractor's services to cover SFH 2020, 2021 and 2022 under the same terms and conditions as those set out herein. Canada may exercise this option at any time by sending a notice to the contractor. This notice shall include the work requirements at that time, location of event and space allocation.
- 3.2 The maximum expenditure for the option periods, SFH 2019 shall not exceed **\$165,000.00** CAD all deliverables Freight On Board (FOB) job site, and inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. This limitation may be increased at the discretion of AAFC if it is determined that additional funds are available and AAFC wishes to make enhancements to the Statement of Work. AAFC reserves the right to enter into negotiations with the successful Proposer to amend the Contract to provide for these changes.
- 3.3 Prior to exercising the option, the Contracting Authority will provide the Contractor with the work requirements and related items herein, location of the event and space allocation. Upon receipt of this information, the Contractor shall provide to the Contracting Authority, within five (5) calendar days, a financial proposal. The Firm Lot Price MUST be in Canadian Currency, all deliverables FOB job site, and inclusive of any customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses. Upon receipt of the financial proposal, Canada will determine, at its sole discretion, whether to exercise the option period.
- 3.4 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

4.0 CHANGES

- 4.1 Except as noted hereunder or unless otherwise specifically provided in the Contract, the specifications for this requirement and the conditions under which supply is to be made or services rendered shall not be modified, changed, altered or amended (including increases or decreases in the Statement of Work and/or Firm Lot Price) by anyone, without written instructions from the Contracting Authority.
- 4.2 Last-minute design changes may be authorized by the Project Authority by signing immediately a separate order form issued by the on-site supervisor. The on-site supervisor will provide a copy of the signed order form to the Project Authority and to the Contracting Authority.
- 4.3 The Contractor shall not accept directly from the individual exhibit participants any orders for extra Work to be applied to the Contract. Such extras shall be invoiced directly to the individual exhibit participants requesting the work.
- 4.4 Failure to comply with the above instructions may result in a delay of payment to the Contractor.

5.0 SPECIFIC GOODS AND SERVICES PROVIDED BY THE CONTRACTOR

The following goods and services shall be provided and performed by the Contractor as stated in the terms and conditions hereunder.

A complete list of required materials and services are outlined in the following sections

5.1 EXHIBIT MANAGEMENT SERVICES

The Contractor shall assign a Project Manager to provide continuity for the duration of the Contract and to develop a team management philosophy and working arrangements with the Canadian exhibitors participating under our pavilion at this trade fair event. The Project Manager would be responsible for the following activities:

1. Attend meetings and/or teleconference calls with AAFC and other organizations as required;
2. Provide detailed financial reports to the project authority;
3. Fulfill all the requirements from the Canadian exhibitors under the Pavilion;
4. Organize and pay for all needed site services as directed by the Project Authority;
5. Act as liaison with the fair authorities;
6. Prepare all travel arrangements and assume the cost of travel for their on-site team; and
7. Ensure the delivery of services by sub-contractors.

5.2 DESIGN

The Contractor will need to provide a design with suggested furnishings (including details and quantities) for a 432 square meters Canada Pavilion that is consistent in branding and will include the following key attributes of the Canada Brand:

- Innovation
- Quality
- Nature/Environment

The contractor is responsible to draft a complete set of design drawings incorporating all the requirements as detailed in the Statement of Work. The drawings must clearly reflect the theme as noted above. Design drawings should include (but are not limited to) the following elements:

- Drawings must clearly reflect the following attributes (Innovation, Quality, Nature and Environment)
- The drawings must clearly show the use of the Canada Brand graphic elements (see Appendix I) and iconic images of Canada
- Design must address the needs of the exhibitors while addressing the needs of the Show's target audience
- A preliminary floor plan as per the space allocated and required furnishings
- The drawings must adhere to Show Authority requirements which include but are not limited to maximum permissible stand height (including signs, towers and banners), service connections (hot and/cold water, waste, and electricity) and health and fire regulations.

The following elements must be included in the Pavilion Design:

ITEM	DESCRIPTION
Pavilion design drawing/concepts	Provide design drawing concept(s) that meet AAFC attributes of high quality, innovation, nature/environment with a focus on the audience attending the Show. Approximately 432 sqm Canada Pavilion.
Floor plan	Provide a preliminary floor plan for AAFC as per space allocated.
Canada Brand Graphics and iconic images of Canada	Incorporate AAFC's standard brand graphics to suit proposed document (see Appendix I).
Tender drawings	Provide detailed tender drawings to submit to Show Authorities for pavilion approval that includes structure and materials. Drawings to include all site services as noted in sections 5.6.1, 5.6.2, and 5.6.3.
3D renderings	Provide 3D renderings of various available booth spaces (all zones) for participating exhibitors. Provide 3D renderings of the pavilion (all zones) which include an exhibitor lounge, information booth, and storage.
Height, tower, banners, services	Provide the maximum permissible stand height (including signs, towers and banners), service connections (hot and/or cold water, waste, and electricity), and adhere to health and safety regulations.
Design consultation	Consult and liaise with Agriculture and Agri-Food Canada on any changes after the contract has been awarded for exhibitor booths, information booth and common areas.
Exhibitor booth space	Open/closed space for 44 9sqm booths that include: backlit company signage with logo, front counter, bar stool, one meeting table with two chairs, 3 glass shelves, two spot lights, wastebasket and garbage bags, basic electricity and wireless internet services. (see section 5.9 for details and quantities)
Information booth space	Custom built front counter, built in storage and one bar stool, company signage with logo, back wall storage unit, electrical, exhibitor floor plan, map of Canada, and literature rack. Approximately 6sqm, located in common exhibitor

	lounge area
Common exhibitor Lounge	<p>Open concept area with half walls and a 1-2 meter access opening.</p> <p>Lounge are: self service area with custom counter, 1 water cooler, electrical, fridge(s), coffee machine(s), other rental equipment, 3-4 bistro tables, 6-8 bar stools, 4 leather sofas or 8 leather chairs, 3-4 glass tables, storage areas with shelving (exhibitor, AAFC, and pavilion supply storages), black and white laser printer with WiFi capabilities, and Canada branded backlit panel graphics with LED lighting.</p> <p>Details and quantities are provided in Sections 5.8 and 5.9 Size: Approx. 30sqm</p>
Flooring	The Contractor shall supply on a rental basis, install and later remove all flooring to fit 432 sqm Canada Pavilion.

5.3 SYSTEM AND EXHIBIT STRUCTURE AND GRAPHICS

The Contractor shall design and provide on a rental basis, install and later remove an exhibit structure in accordance with Show regulations.

It is **mandatory** that the system/structure be suitable to accommodate the Canada Brand graphic components and iconic Canada images as follows:

- Landscape scenes
- Food images
- Canada with Maple Leaf
- Canada Brand Tag line "Quality is in our Nature"
- Iconic Canada images

The Contractor shall provide, mount, install, apply and subsequently remove, dismantle all graphic materials/components in accordance with the design drawings and ensure LED illumination where required.

The Contractor shall provide all materials i.e. Velcro, etc. required for mounting of graphic panels and/or lightweight display items to facilitate the customization of Canadian exhibitor's set-up in single and double booths.

The Contractor shall assume all costs and responsibility for the reclaiming and restoration of all panels and surface finishes upon completion of the work/show.

The Contractor will be responsible for the structural strength and rigidity of the pavilion. Any items such as columns, ceiling grid, braces that are necessary to the aspects of strength and rigidity for the system being offered must be included in the financial proposal and shall not be considered as extras to the Contract.

If infill panels are used, they must be of a uniform material base, of a uniform colour and new in appearance. Any fabricated items such as shelving, counters, bar units may be formed from and/or integrated into the actual structural configuration. All doors, counters, fridges, and showcases within the core area of the Pavilion must be lockable with five (5)

master keys, every lock in the exhibitor booths space must be unique and have three (3) sets of identifiable keys with five (5) master keys.

5.4 FABRICATION, ERECTION, INSTALLATION, DISMANTLING AND CLEANING

- 5.4.1 The Contractor shall supply on a rental basis, install, position, clean and later remove all furniture, furnishings, appliances, electrical, lighting, electronics/audio visual, graphics, exhibitory components and accessories.

The Contractor is to supply, and have available on location, additional items (approximately 10% extra) where indicated by an * (refer to item 5.9 – Furniture Rental). This would assure a consistency of look and price and avoid overcharges on last minute requests. To be invoiced to AAFC if required and used.

Any damaged equipment or furnishings shall be **replaced immediately** with the same item or better.

The type, brand and colour of all approved items are required. Substitutions will not be accepted without AAFC approval. Any item replaced at the last minute will be deemed free of charge and the entire amount of items replaced will be deducted from the Contract.

The Contractor shall assume all costs and responsibility for the reclaiming and restoration of all panels and surface finishes upon completion of the work/Show in case AAFC exercises the option to renew the contract for SFH 2020, 2021 and 2022.

Elements to be included in the Firm Lot Price must include coordination and supervision (during fabrication, erection, installation, dismantle and cleaning), communication with trade show authorities, obtaining official design approvals, managing security and fire inspections, ordering and paying for technical services such as electricity, water, internet, cleaning and onsite assistance with electrician, IT specialist, waste removal, assisting exhibitors, etc.

The Pavilion areas will be available for the commencement of Work and dismantling and removal in accordance with the timetable established by the Show Authorities. Dismantling of the stands and all exhibits must commence after the end of the event on Friday, May 24, 2019 and must be completed with the timetable established by the Fair Authorities.

Working hours for delivery of exhibits and installation of exhibition facilities shall be in accordance with the rules and regulations of the Show Authority. If an extension becomes necessary, the Contractor must apply for permission to the hall office of the Show Authority as per Show regulations. Costs for special permits **must be included in the Firm Lot Price**. The Contractor shall provide and deliver a completely operational exhibit pavilion **28 hours prior to the official opening of the show** to the satisfaction of the Project Authority in accordance with the standards detailed in the written specifications herein.

5.4.2 **The term "completely operational" implies:**

- The Contractor shall provide on a rental basis, install and later remove an exhibit structure in accordance with the approved plans and elevations;
- Initial cleaning of all components, Pavilion areas, etc. are completed prior to the Show opening;
- All touch-ups, re-touching and final fittings are terminated;
- All areas are neat and orderly;

- All furniture, floor coverings, supplies and exhibit participants products are neatly arranged and in their proper places;
- All equipment/appliances are fully-operational and in place; and
- All graphics, panels, etc., are installed as detailed in the tender drawings.

5.4.3 All electrical circuits and equipment shall be fully operational a minimum of 28 hours prior to the official opening of the Show.

5.4.4 **Dismantling and Clearing of Site**

Personnel must be available for takedown in accordance with the timetable established by the Show Authorities.

Upon completion of the Show, the entire area of the Pavilion shall be completely cleared and left in a tidy, clean condition in accordance with the timetable and regulations established by the Show Authorities. The dismantling of government materials is priority and must begin as soon as the Show ends. The Pavilion builder is responsible to obtain all empties in a timely manner to begin takedown.

5.5 **FLOOR COVERING**

The Contractor shall supply on a rental basis, install and later remove all flooring to fit 432 sqm Canada Pavilion.

Multiple colours can be used for carpet but red carpet colour should be Canada Red PMS 185. If carpet is used, the under padding must be a minimum of 1/2" thickness. The Contractor shall be responsible for all cuffing and fitting required. The flooring edge, (Aluminum extrusion, or light grey plastic). All flooring material must be **new in appearance** and **show no signs of previous use**. Flooring must meet all fire codes.

All floor coverings shall be covered with a protective vinyl or polyethylene film during installation.

5.6 **SITE SERVICES**

5.6.1 **LIGHTING AND ELECTRICAL**

The Contractor shall supply on a rental basis (unless otherwise specified), install (be operational 28 hours prior to the opening of the Show) and later remove the specific electrical supplies and services noted hereunder and as detailed in the tender design drawings provided:

- All electrical hook-ups to the main service;
- All necessary entry and fuse panels of sufficient amperage to provide all necessary lighting to the Pavilion and provide the specified number of electrical outlets. There should be one electrical outlet in each booth;
- All wiring, power points, switches, lighting and fixtures required in all areas of the Pavilion, including all necessary bulbs and an adequate supply of spares;
- Any special lighting, (e.g. spotlights, LED or theatrical lights) fixtures and/or outlets subsequently identified by the Project Authority;
- Connection of all lighting, appliances, equipment, showcases, electrically-operated exhibitor products/equipment, etc. as required and in compliance with the local regulations;
- Apply the necessary plugs or connectors to the wiring forming part of the exhibit elements;
- Ensure all equipment, hook-ups etc. shall be fully generated and operational a minimum of **28 hours prior to the official opening of the Show or earlier if required**;
- The entire structure shall be grounded;
- No wiring should be visible; all wiring is to be hidden and not showing (showcases,

- counters, display counters, etc.); and
- Electrical work must be carried out by electricians qualified in accordance with **Local Law** on Electrical Technicians. **The electrical contractor is required to remain on site at all times during the Show in case of accidents and maintenance.** All electrical equipment must comply with **local Industrial Standards**. All other electrical regulations must be strictly adhered to.

NOTE: The Contractor is to supply and have available on location, additional items (approximately 10% extra). Bid should be based on 100kW.

5.6.2 **PLUMBING/WATER**

The Contractor shall supply on a rental basis, install (be operational 28 hours prior to the official opening of the Show) and later remove all specific plumbing equipment, supplies and services (ordering of hot and cold water service and waste lines) in accordance with the approved final design.

NOTE (5.6.1 and 5.6.2):

The Contractor is responsible for ordering all the necessary electricity, plumbing, water and waste services from Show Authorities (hot and cold water lines and waste connections for sinks to the main water hookups) by the Show deadlines. It is also the responsibility of the Contractor to ensure that all connections and services have been installed and hooked up to the main services.

The Contractor is responsible for ensuring all power related equipment, plumbing and water services are working during the Show period. All costs associated with consumption fees with the connection of electricity, plumbing, and water are to be included in the Firm Lot Price. No additional costs shall be levied for any usage.

5.6.3 **INTERNET SERVICES**

The Contractor shall supply on a rental basis, install (be operational 28 hours prior to the opening of the event) and later remove all such service and equipment. Contractor is responsible to supply Wi-Fi Internet connections to the systems and ensure its stability at all times during the Show. As the internet connection provided by the show is often unreliable, alternative options such as multi connection pocket Wi-Fi docks with sim cards (Orange or WorldSim), or other similar options are to be explored for Wi-Fi service. All costs are to be included in the firm lot bid. The printer should be a black and white laser with a full toner cartridge, in new or like new condition. The contractor is responsible to supply and replace the toner as necessary.

Additional details regarding IT requirements are as follows:

1. Printer – black and white laser printer with WiFi capabilities.

WiFi internet connection(s);

1. Provide service for 44 exhibitor booths and 1 info booth;
2. Wi-Fi internet connection for two users for each booth (one passwords to be provided per booth), and AAFC Staff;
3. Install the necessary Multi connection pocket Wi-Fi routers/internet hubs in each zone;
4. Minimum connection speed of 5 MB/S; and
5. Onsite IT technician throughout the show.

5.6.4 **CLEANING AND WASTE DISPOSAL**

The Contractor shall provide daily cleaning and the disposal of all waste as many times as required throughout the Show of all pavilion areas for the duration of the Show as well as during the fabrication, erection, dismantle and management of the pavilion. All costs should be included in the Firm Lot Price.

Upon completion of the Show, the clearing of the site shall be to the satisfaction of the show management/organizing authorities, hereinafter referred to as the Show Authorities.

5.6.5 **PHOTOGRAPHS**

The Contractor shall arrange for two (2) sets of twenty (20) quality photos of the pavilion after the installation is completed at no extra cost to the Firm Lot Price. The photos must illustrate the graphic details and fabrication elements from a variety of angles. Photos are to be supplied on CD or USB key. These should be provided at no additional cost.

5.7 **PERSONNEL ON SITE**

5.7.1 **SITE SUPERVISOR**

The Contractor shall ensure that the site installation crew is under the direction of a competent, experienced Site Supervisor and/or subcontractor and/or a member of the team who is fluent in **English, French and Korean**, available at the site to consult with the AAFC on-site representative from the time of arrival of said officer to the Show opening, during the Show and during dismantling and re-packing. It is understood and agreed that such consultations are considered as being part of the services contracted for and as such, shall not be interpreted as interruptions or hindrances to the progress of the work.

The Contractor shall ensure that, for consistency purposes, the same Site Supervisor be assigned to execute the installation and dismantling process at the Show. The contractor will take all reasonable measures to ensure that the proposed Site Supervisor is available for the duration of the Contract.

The Site Supervisor must be able to provide the Project Authority with cost estimates on any proposed site changes in accordance with the schedule of costing provided in the submission.

The Site Supervisor must be present on-site prior to opening and at closing each day and must be available on call throughout the duration of the Show.

Sufficient personnel shall be present on site until one hour after official Show opening to attend to any individual needs or unforeseen requirements of AAFC and/or exhibit participants.

Contractors working at the Show site must wear "Contractor Badges" at all times when working. The Contractor is responsible for obtaining contractor badges as required.

All personnel on site shall be duly qualified and accredited members of such organizations, associations and labour movements as may be lawfully required by contracts or agreements governing the Show and shall carry the necessary credentials identifying such memberships on their persons.

The on-site presence of the Contractor's firm and personnel shall in no way interfere with or hinder the progress of operations of other exhibitors, companies or workers in adjacent pavilions, areas or other parts of the subject Show grounds.

5.7.2 SECURITY

Not required at this time.

5.7.3 HOST/HOSTESS

On (1) host/hostess will be required for the duration of the Show (or as specified). The source must be bilingual (English, French) and be available for each day of the Show from 09:30 to 17:00hrs (May 21-24, 2019). As well, host/hostess should be at the Show (Canada Pavilion – exact location to be confirmed) on May 20, 2019 from 13:00 to 17:00 for training and stocking.

The host/hostess is there to provide services to Canadian guests and exhibitors in the lounge. Tasks will include: stocking fridges, serving beverages, stocking brochures, managing and supplying refreshments (including coffee), ordering supplies daily, replenishing ice cubes if applicable, cleaning lounge and meeting rooms, etc.

The Contractor will be responsible for signing in host/hostess in the morning and signing them out in the evening and for paying for the final invoice.

Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.

5.7.4 CLEANING STAFF

The Contractor is responsible for providing cleaning staff as many times as required throughout the day in the pavilion for the duration of the Show. The Contractor shall arrange and be responsible for the DISPOSAL OF ALL WASTE throughout the Show; during the installation, fabrication, and dismantling of the pavilion. Upon completion of the Show, the clearing of the site shall be to the satisfaction of the Show Authorities.

5.7.5 ELECTRICAL STAFF

The Electrical Contractor is required to remain on site at all times during the Show for maintenance purposes and in case of accidents.

Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.

5.8 LOUNGE SUPPLIES

The Contractor will provide the host/hostess with refreshment supplies, on an on-going basis, for the duration of the Show as follows:

Item	Description	Quantity
Water cooler dispenser		1
Water dispenser bottles	Bottle: 18.9 litres Paper cups to suit dispenser holder (cup qty: 1200)	15
Coffee	250g bags x 12 (Regular)	12

Coffee filters	To suit coffee makers	As required
Tea bags		100
Disposable paper coffee cups	8-10 oz., distribute approx. 170 per day x 4 days	680
Disposable bowls	1000 ml (plastic)	15
Sugar, sweetener, cream, milk	Sugar and sweetener in individual packets	As required
Napkins	White	1000
Small paper plates	Disposable plates for snacks	As required
Plastic utensils	Even mix of knives, forks and spoons = 50 of each utensil	150
Stir sticks	To suit coffee distribution (wood)	680
Orange and fruit juices	Distribute approx. 10 litres per day x 4 days	40L
Cola, Sprite, and Cola Light	Distribute approx. 10 litres per day x4 days	40L
Daily snacks	Pretzels, chips, peanuts – 4 bags each x 4 days	48
Daily Breakfast	Croissants, Muffins, Bananas, Apples	As required
Cleaning supplies	Dish cloths, dish towels, soap, paper towels, glass cleaner	As required
Fire extinguisher (wall mounted)	Final quantity to suite rules and regs – Placement to be confirmed	As required

5.9 FURNITURE AND EQUIPMENT RENTAL

The Contractor will provide an image of their recommended furnishings for the items listed below:

Location	Item	Quantity
Exhibitor Booths	Meeting table – 1 per booth*	44
	Meeting chairs – 2 per booth*	88
	lockable front counter w/storage – 1 per booth*	44
	Bistro stool – 1 per booth*	44
	Backlit fascia sign with company name, booth no., company logo or association/provincial Logo	44
	3 Glass Shelves*	44
	Small wastebaskets*	44
	Garbage bags for wastebaskets	As required
	Electrical outlet – 1 per booth	44
	Spot lights – 2 per booth	88
Storage Area(s)	Storage system and shelving units*	11
	Coat stand	1
Information Booth	Custom built front counter	1
	Bistro stools*	2
	Backlit fascia sign with company name, booth no., company logo	1
	Built-in storage unit (3 metres)	1
	Small wastebasket*	1

	Garbage bags for wastebasket	As required
	Electrical outlet	2
	Map of Canada LED backlit	1
	Pavilion Map	1
	Brochure/Literature racks	1
	Spot Lights	4
Lounge Area	Leather Chairs or Sofas	8 or 4
	Glass tables short/long	2
	Bistro Tables*	3-4
	Bistro Stools*	6-8
	Printer – black and white laser printer with WiFi capabilities	1
	Graphic Images	4
	Large wastebasket*	2
	Garbage bags	As required
Service Bar Storage Area	Tall storable counter	1
	Mini bar fridge	1
	Water cooler/dispenser (Hot/Cold Water)	1
	Coffee maker	2
	Four shelve storage units *	4

*The Contractor is to supply, and have available on location, additional items (approximately 10% extra) where indicated by an *. Any damaged equipment or furnishings shall be replaced immediately with the same item or better.*

6.0 TERMS AND CONDITIONS

6.1 COMPLIANCE WITH LOCAL REGULATIONS

The Contractor shall ensure that all goods and services provided and performed, whether supplied directly or indirectly by the Contractor or by AAFC, are in accordance with the requirements, stipulation and standards of the Show Authorities, and in particular shall ensure compliance with all local laws, labour practices, fire prevention and safety edicts, etc.

6.2 INSURANCE PROVISIONS AND LIABILITY

The Contractor shall be held responsible for insuring all of his property (goods, materials, components, etc., leased or otherwise) contained within the exhibit against the hazards of fire, theft, damage or any other form of loss for the duration of the Contract period (i.e. from time of acceptance through to completion of the Contract), and shall save AAFC harmless from and against all claims other than those for which AAFC may be responsible under the terms of agreement with the Show Authorities.

The Contractor shall ensure the structural integrity and safety of the entire structure. The Contractor shall be liable for any injury to persons or damage to property during erection, dismantling or throughout the duration of the exhibition resulting from the use of inferior/inadequate materials, negligence or of improper structural methods.

6.3 CONTRACTOR'S REPRESENTATION

The Contractor represents and warrants that its obligations to perform and provide the work specified herein shall not interfere or otherwise conflict with any other organization's obligations or rights which may exist or come into existence in relation to the Show.

6.4 **LIAISON - CLARIFICATION OF SITE CONDITIONS, RESTRICTIONS**

The Contractor shall consult with the Show Authorities prior to the Show, in order to confirm all details such as floor condition, location of service utilities entrance points, access to the site on move-in / move-out dates, etc. and to ensure understanding and acceptance of their terms, conditions and regulations governing the Show.

The Contractor shall liaise with the Show Authorities regarding the terms of any of their agreements with other firms or organizations, to ensure that any part of the responsibilities described herein (e.g. electrical) will not conflict with or infringe upon any legal franchise, privilege or responsibility assigned to another party and, if necessary, shall subcontract such services to the duly authorized organization appointed by the Show Authorities.

The Contractor shall liaise with the official contractors appointed by the Show Authorities for the provision of utilities (electrical power, telephone/fax, etc. as applicable) to ensure effective scheduling of all installations and to ensure there are no intrusions into their mandates or problems with the availability of such services. The Contractor will confirm Show Authority deadlines and ensure service orders are placed on a timely basis, especially where discounts for early orders are applicable.

The Contractor shall be responsible for necessary registration of his/her on site staff under his/her corporate name. In the event that the Show Authorities do not provide badging for the Contractor's personnel to enter the Show during regular Show hours, the Contractor **shall notify the Project Authority in advance of the Show** to resolve this situation. In the event that any cost is incurred for such badges, this cost shall be the responsibility of the Contractor.

6.5 **MATERIAL HANDLING**

The Contractor shall provide for all transportation, brokerage, customs clearance and on-site handling (drayage) required for all property (goods, materials, components, etc.) owned or in any way supplied by the Contractor, and all related charges have been included in the Firm Lot Price.

The Contractor must coordinate with freight forwarder and ensure that all Contractor / Government / Participant goods are delivered to the Pavilion area and correctly positioned at the first drop (literature). Any recall of the lifting crew to reposition any goods incorrectly placed due to a shortfall in supervision shall be at the Contractor's expense. The Contractor shall not be responsible for expenses incurred for incorrectly placed goods initiated by the individual exhibit participants.

6.6 **QUALITY REQUIREMENTS**

6.6.1 **MATERIALS, COMPONENTS AND RENTALS**

Supplied by the Contractor, new and used, shall be of good quality, new in appearance, and with no defects. Preference will be given to the bid that offers the best quality. Any damage to materials, components and rentals shall be replaced immediately with the same item or better.

6.6.2 **QUALITY REQUIREMENTS**

If **PANELS** are used, they must be cleaned and free of stains, scratches, dents or blemishes of any kind; all fabric surfaces must be cleaned and brushed; any painted surfaces must be coated with a paint that will not flake, peel or scale; and the surfaces must withstand the application/removal of pressure sensitive tape and press-on adhesive graphic materials without any lifting or scaling of the surface coating.

6.6.3 INSPECTION / QUALITY CONTROL AUTHORITY

For any ensuing Contract shall be the responsibility of the Project Authority or designated representative. The Contractor shall not reasonably deny access to on-site inspections during production and/or installation / dismantling phases. Any Work failing to meet the standards, specifications shall not be accepted.

6.6.4 PRODUCT ACCEPTANCE

Upon completion of the installation, the Project Authority or designated representative shall conduct a thorough inspection of the Pavilion in the company of the Contractor's Site Supervisor. Any errors, omissions, shortcomings shall be pointed out and the Site Supervisor shall make the necessary and final corrections or adjustments.

Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.

APPENDIX C - BASIS OF PAYMENT

The contractor will be paid in accordance with each of the 3 elements specified below, pursuant to the terms and conditions of the Contract. All deliverables are F.O.B. Seoul, Korea inclusive of any Customs duty, applicable taxes, associated cost for travel and out of pocket expenses.

1. Mandatory/Essential Items

The Contractor will be paid the Firm Lot Price of \$ (*value to be inserted at time of contract award*) in one lump sum (one sum for design and fabrication) for the requirements specified in Appendix G and in accordance with the terms and conditions of the Contract.

2. Optional Items and Requirements / Contingency Funding:

AAFC may allocate additional funding, up to a maximum of \$ (*value to be inserted at time of contract award*) to the proposed Firm Lot Price. The purpose of the fund is to provide during the course of the Contract the items listed as "Optional" as per the table below, any other items required for the Pavilion, as well as contingency funds for any unforeseen requirements. AAFC is not bound to order any of the items labelled "Optional" or any other items not listed and the selected Contractor shall not act upon any requests under the resulting Contract which would cause the maximum expenditure to be exceeded.

Table "Optional Items" from Appendix H to be inserted at time of contract award.

3. Additional requirements

In the event labour is required to conduct Work not in the above-mentioned components and not included in the Firm Lot Price, but ordered by the Project Authority as an authorized extra and confirmed by a Contract amendment issued by the Contracting Authority, then the following labour rates will apply.

Table "Additional Requirements" from Appendix H to be completed and inserted at time of contract award.

APPENDIX D

EVALUATION PROCEDURES AND CRITERIA

TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team. Please also refer to the instructions in Part 2, Section 4.0 of the main text of this document.

1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF DESIGN, TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proposers' responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Proposers must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for design, technical and financial proposals. Highest combined score will be determined by adding the design, technical and financial points obtained.

The Proposers' Design, Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Proposer's Design Proposal Score, Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Design Proposal	= 50%
Technical Proposal	= 40%
Financial Proposal	= <u>10%</u>
Overall Proposal	=100%

To be considered Compliant, a Proposal Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
 - 2- Achieve the **minimum score of 69% or higher indicated on each specific rated criterion** as set out in section 3.0 below;
 - 3- The responsive Proposal which receives the highest score of the combined points for the **Design Proposal** rated requirements (**50%**), **Technical Proposal** rated requirements (**40%**), and Financial rated requirements (**10%**) will be selected as the successful Proposal.
$$\text{Design Score} \times \text{Ratio (50\%)} + \text{Technical Score} \times \text{Ratio (40\%)} + \text{Financial Score} \times \text{Ratio (10\%)} = \text{Combined Score}$$
- 1.5 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-compliant. **All Proposers are advised**

that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).

- 1.6 The Proposers acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.7 Proposers shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

Criteria	Mandatory Evaluation Criteria
M.1	<i>Contractor Design Experience</i>
	<p>The Proposer must demonstrate that it has a minimum of five (5) years experience from within the last 10 years in the design field.</p> <p>The firm must therefore provide three (3) examples from within the last ten (10) years of its completed exhibits of a similar size and scope to this requirement. Each example must include:</p> <ul style="list-style-type: none"> - A description of the project; - Dollar value of the design; and - References with contact name, current telephone number and/or current email address. The evaluation team may contact references to verify claims made by the Proposer.
M.2	<i>Site Supervisor Experience</i>
	<p>Proposers must provide a resume of experience in the exhibit fabrication and shop fitting field relating directly to the proposed Site Supervisor.</p> <p>The proposed Site Supervisor must have five (5) years’ experience, within the last 10 years, in providing logistical services, project management, exhibit fabrications and experience.</p> <p>The site supervisor or sub-contractor or a member of the team must be fluent in <u>English, French and Korean</u>.</p> <p>The Proposer must provide two (2) letters of reference including name, current telephone numbers and/or email addresses from two (2) different clients who oversaw the site supervisor for events of similar size and scope. The reference will also be required to attest to the site supervisor’s bilingual abilities.</p> <p>Note: These letters are in addition to the reference letters provided on the contractor for section M1. AAFC references are to be excluded. The evaluation team may contact references to verify claims made by the Proposer.</p>
M.3	<i>Submission of Financial Proposal</i>

	<p>The Proposer must submit a financial proposal using the forms provided in Appendix 'G' and 'H'. The Proposer must complete all tables in Appendix G and Appendix H in their entirety, pricing to be provided for every item listed or added, or will be deemed non-compliant and will be given no further consideration.</p> <p>The type/brand/color of the specified elements (Appendix G) is required. Substitutions will not be accepted for any of the items in Appendix G and H where AAFC has provided product codes.</p> <p>The Firm Lot Price in Appendix G must not exceed C\$165,000.00, inclusive of any Customs duty, all applicable taxes, and associated costs for travel, and out of pocket expenses for SFH 2019 only. Any bids exceeding the maximum value will be deemed non-compliant and given no further consideration.</p>
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3.0 DESIGN AND TECHNICAL RATED REQUIREMENTS

Criteria	DESIGN RATED REQUIREMENTS		Max / Min Pointage
R.1	Design		Max 50 Points Min 35 Points
	<p>The Contractor will need to provide a design with suggested furnishings (including details and quantities) for a 432 sqm Canada Pavilion that includes the key attributes of the Canada Brand (innovation, quality, nature and environment) and iconic Canadian images.</p> <p>The Contractor is responsible to draft a complete set of design drawings incorporating all the requirements as detailed in the Statement of Work. Design drawings should include (but are not limited to) the following elements:</p> <ul style="list-style-type: none"> • A preliminary floor plan as per the space allocated and required furnishings. • Address the requirements by Show Authority including but not limited to maximum permissible stand height (including signs, towers and banners), service connections (hot and/or cold water, waste, and electricity), and health and safety regulations. 	<p>The Bidder will receive up to 10 points for a design proposal that demonstrates:</p> <ol style="list-style-type: none"> 1. a unique modern design that incorporates key Canada Brand attributes; 2. a design that uses custom materials, and/or makes unique use of standard materials; and 3. a design that has latitude for modifications for both the overall structure and for individual exhibitors. <p>The Bidder will receive 5 points for each element provided.</p> <ol style="list-style-type: none"> 1. floor plan/technical drawings for proposed Pavilion; 2. 3D renderings; 3. description of materials to 	

		be used and their quality; and 4. proposed furnishings and options.	
Criteria	TECHNICAL RATED REQUIREMENTS		Max / Min Pointage
R.2	Project Management		Max 30 Points Min 20 Points
	Proposer demonstrates, without repeating or paraphrasing the contents of the Request for Proposal, its understanding of the project schedule requirements: <ul style="list-style-type: none"> • Timelines / Critical Path 	The Bidder will receive up to 5 points per element provided: <ol style="list-style-type: none"> 1. provide a realistic and achievable timeline; 2. identify milestones; and 3. provide a contingency plan. 	
R.3	Personnel		Max 30 Points Min 20 Points
	On-site Supervisor's: <ul style="list-style-type: none"> • Past work experience with governments • Past work experience with similar projects of size and scope • Past work experience for the On-site Supervisor's production team (including sub-contractors) <p>Note: AAFC references are to be excluded.</p>	The bidder will receive up to 5 points for providing detailed information for each element: <ol style="list-style-type: none"> 1. work experience with governments; 2. references; 3. graphic illustrations of past projects; 4. resumes; 5. relevant work history for production team; and 6. contingency for unforeseen personnel replacements. 	
TOTAL FOR RATED REQUIREMENTS			110 maximum

Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Name Signature Date

G) PUBLIC ORGANIZATIONS, UNIVERSITIES, NON-PROFIT AND CHARITABLE ORGANIZATIONS

Public organizations, universities, non-profit and charitable organizations who wish to submit a proposal for this requirement, must provide the following certification:

"We hereby certify that we have established ourselves as competing with the private industry in the normal course of business and are not given unfair competitive advantage either through subsidization or through the absence of any liability to pay corporate taxes."

Name Signature Date

H) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

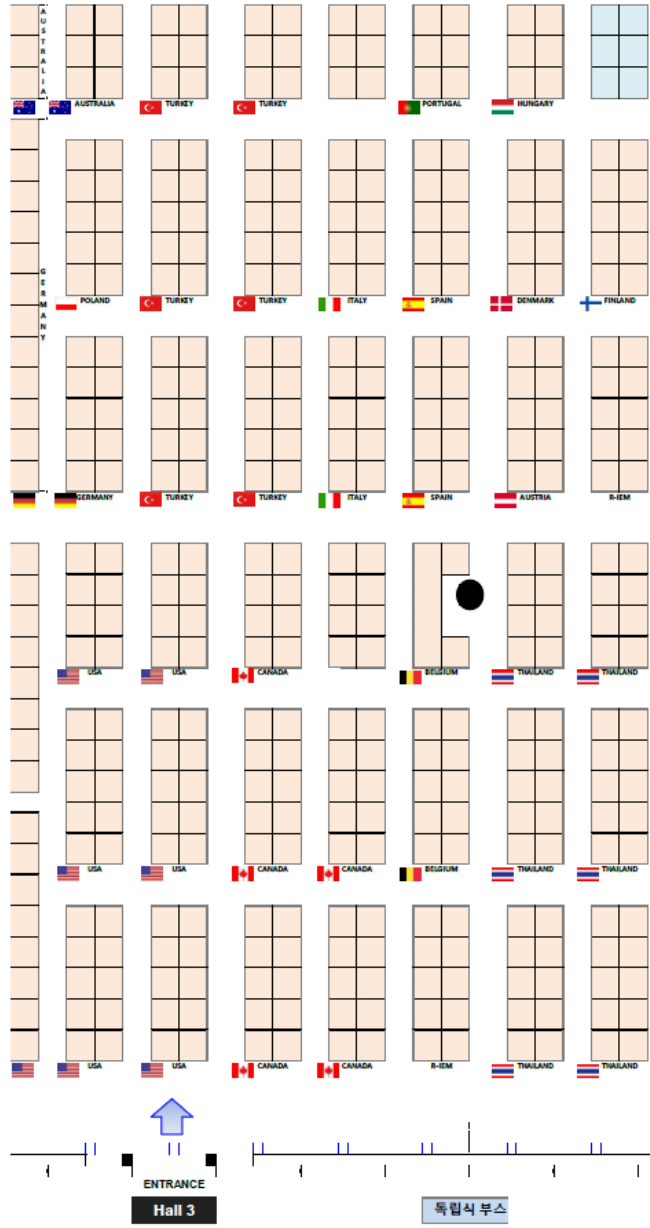
"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not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

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

APPENDIX F

CANADA PAVILION LOCATION / FLOOR SPACE LAYOUT

Below is the Canada Pavilion location within Hall 3 (TBC) that will occupy 432 sqm



Below is the Canada Pavilion location with floor space.

SEOUL FOOD & HOTEL (SFH)
 Goyang, South Korea
 KINTEX EXHIBITION CENTER - HALL 3
 432SQM

3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)

3C3

3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)

3C2

3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)

3D2

3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)

3C1

3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)
3 X 3 (95QM)	3 X 3 (95QM)

3D1

APPENDIX G

MANDATORY ITEMS COST BREAKDOWN

EXHIBIT MANAGEMENT SERVICES, DESIGN, SYSTEM AND EXHIBIT STRUCTURE AND GRAPHICS, FABRICATION, INSTALLATION, DISMANTLE, SITE CLEANING, FLOORING, SITE SERVICES (ELECTRICAL AND LIGHTING, PLUMBING/WATER, INTERNET, CLEANING AND WASTE, ECT...), PERSONNEL, RENTAL FURNITURE, LABOR AND OTHER SERVICES.

The proposer must complete the following table in its entirety or will be deemed non-compliant and will be given no further consideration.

The financial bid evaluation will be based on the firm lot price provided in this Appendix. The Firm Lot Price must be inclusive of any Customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses.

The Contractor shall supply on a rental basis, install, position, clean and later remove all furniture, furnishings, electrical, lighting, graphics, exhibitory components and accessories listed and described in Appendix G.

The type/brand/colour of the specified essential elements (Appendix G) is required. Substitutions will not be accepted for any of the items in Appendix G and H where AAFC has provided product codes.

Contractor to supply, and have available on location, additional items (approximately 10% extra) as indicated in Section 5.9.

Any damaged equipment or furnishings shall be replaced immediately with the same item or better.

MANDATORY/ESSENTIAL ELEMENTS:

5.0 SPECIFIC GOODS AND SERVICES

ITEM	DESCRIPTION	COSTS
5.1	Exhibit Management Services	
5.2	Design	
5.3	System and Exhibit Structure and Graphics	
5.4	Fabrication, Erection, Installation, Dismantling, Cleaning	
5.5	Floor Covering	
5.6	Site Services - Lighting and Electrical, Plumbing/Water, Internet Services, Cleaning and Waste Disposal, Photographs, etc.	
5.7	Personnel on Site - Site Supervisor, Host/Hostess, Cleaning Staff and Electrical Staff	
5.8	Lounge Supplies	
5.9	Furniture and Equipment Rental	
	FIRM LOT PRICE	

NOTE: In the event main level floor space is increased/decreased, the following calculation will apply:

Original proposed firm lot price C\$ / original main level floor space (sqm) X revised main level floor space (sqm) = New FIRM LOT PRICE

APPENDIX H

OPTIONAL ITEMS AND ADDITIONAL REQUIREMENTS

The Proposer is responsible to fill out Appendix H for all optional items that would enhance the overall look of the Canada Pavilion (e.g. suspended structures, graphics, LCD TV's etc.).

Unit Prices of the "OPTIONAL" items will not be included in the Firm Lot Price to be submitted. Unit Prices will be used only as price reference if AAFC requests any items, as per clause 5.4.1, Part 2. Request for any additional items can only be approved and confirmed by the Project Authority.

ITEM	DESCRIPTION	UNIT PRICE ONLY
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ADDITIONAL REQUIREMENTS

In the event labour is required to conduct work not in the above-mentioned components and not included in the Firm Lot Price, but ordered by the Project Authority as an authorized extra and confirmed by a contract amendment issued by the Contracting Authority, then the following hourly labour rates will apply:

LABOUR	STRAIGHT	OVERTIME
Carpenter		
Labourer		
Display man		
Electrician		
Painter		
Supervisor on-site		
Project manager		
<i>MATERIAL MARK-UP - Any Materials not listed herein and requested as an authorized extra by the Project Authority shall be charged for at the rate of net cost, plus a percentage to cover overhead and profit. Proposer will identify the mark up percentage.</i>		

APPENDIX I

CANADA BRAND GRAPHIC ELEMENTS

Research shows time and again that Canada has a strong reputation around the world. Our country's reputation for trustworthiness, a pristine environment and quality can be used effectively as a marketing advantage.

Whether at home or abroad, using the Canada Brand graphics and iconic images of Canada can help Canadian products stand out from the competition, build recognition and lead to increased demand and sales.

The Canada Brand look consists of the following elements:

<i>The Canada Brand leaf</i>	<i>The Canada Brand ribbon</i>	<i>Canada Brand Tag line</i>	<i>Food and landscape images</i>
