

CERTIFICATIONS AND CONTRACT CLAUSES

This section contains key certification statements and contract clauses that shall form part of any resulting contract between Pink Triangle Services (PTS), Contract Authority, and the successful bidder for this work.

1. Certification Statements

By signing the statements, you certify your agreement with the statement. It is not our intention to verify the following information from all bidders -- instead we rely on the *code of honour* and your signature. These certifications will become an integral part of the resulting contract between the Vendor and Pink Triangle Services.

Should a verification by Pink Triangle Services – The Wellness Project disclose untrue statements, Pink Triangle Services shall have the right to treat any contract resulting from this Bid as being in default and to terminate it accordingly. Failure to include these representations and warranties with the Bid, by executing the signature block immediately following these paragraphs, shall render the bid non-responsive.

- Education
- Respect of PTS policies
- Disclosure of Information
- Property of all collected information
- Bilingual Capability
- Medical Research Standards

2. Applicable Laws

3. Vendor Performance

4. Terms and Conditions

- GST/HST
- Method of payment
- Invoices
- Limitation of expenditure
- Priority of documents
- Copyright
- Suspension of the work
- Default by the Contractor
- Termination for convenience

Certification Statements

Education and Experience

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that Pink Triangle Services reserves the right to verify any information provided in this regard.

Signature

Pink Triangle Services Policies

Where the performance of Work requires the presence of the Contractor's personnel on Pink Triangle Services premises, the Contractor shall ensure that its personnel shall comply with all PTS Policies.

Signature

Disclosure of Information

It is understood and agreed that the Contractor shall, during and after the effective period of the Contract, treat as confidential and not divulge, unless authorized in writing by the Project Authority, any information obtained in the course of the performance of the Contract.

Signature

Property of all collected Information

It is clearly understood that all materials provided to the contractor to initiate this contract, as well as all materials gathered, whether on paper or electronically, remains the property of Pink Triangle Services – The Wellness Project. The contractor will be totally forbidden to use any such materials for any reasons without prior formal written request to and written approval by Pink Triangle Services – The Wellness Project (Project Authority).

Signature

Bilingual Capability

Part of this work may require the use of both English and French (e.g. for interview, focus groups, workshops). The bidder certifies that personally or through the use of other individuals of similar experience and qualifications, paid for by the contractor, he/she would be able to satisfy this requirement.

Signature

Medical Research Standards

All research will abide by MRC standards.

Signature

- **Applicable Laws**

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

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

- **Vendor Performance:**

1. Pink Triangle Services may reject a bid where any of the following circumstances is present, with respect to current or prior contract transactions with any organisations:
 - a) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - b) evidence, satisfactory to Pink Triangle Services, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - c) Pink Triangle Services determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the Work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Pink Triangle Services intends to reject a bid pursuant to a provision of paragraph 1 the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.
3. Proposed resource(s) must be available to begin immediately upon signing of the contract and must commit to meet the project deadlines
4. The work of the project must be conducted by a senior researcher(s) and not by assistants. The same individual must be responsible for presentations, report writing and discussions with the Project Authority, the Wellness Project Management Committee representative or the Wellness Project Management Team. Any changes must be agreed upon by the representative of the Wellness Project Management Team.

Terms and Conditions

GST/HST

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid to the contractor by Pink Triangle Services.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply are to be identified as such on all invoices. The Contractor agrees to remit to Revenue Canada any amounts of GST and HST paid or due.

Method of Payment

Payment by Pink Triangle Services – The Wellness Project, to the Contractor for the Work shall be made within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract. Pink Triangle Services – The Wellness Project will retain 10% of all professional fees and the corresponding GST amount on all invoices submitted until satisfactory completion of the work specified in this proposal and production of all identified deliverables.

Invoices

All invoices must include the contract number, project's name, and GST registration number and be detailed as per the Basis of Payment. Each invoice shall include: the total amount of GST charged; separation of GST taxable and non-taxable services/supplies; and a description of each service/supply as the case may be. Where the invoice is in respect of taxable services/supplies and services/supplies to which tax does not apply, the tax status of each will have to be shown.

Contractors with a Small Trader Exemption status shall not incorporate GST into invoices or progress claims for goods supplied or Work performed.

Invoices and supporting material are due on or before the second working day of the month following that in which Work has been completed in whole or in part. These documents as well as any change of address shall be sent to the attention of the Project Authority as detailed in the contract.

Limitation of Expenditure:

No increase in the total liability of PTS or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of PTS to be exceeded, unless an increase is authorized by the Contracting Authority.

Priority of Documents

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

1. This contract
2. The Contractor's offer (DATE OF OFFER ____/____/____)

Copyright

1. In this section,

"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;

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c.C-42.

2. Copyright in the Material shall vest in PTS and the Contractor shall incorporate in all Material the copyright symbol and the following notice:

Pink Triangle Services (PTS) Les Services du Triangle rose (STR)

3. At the completion of the Contract, or at such other time as the Contract or the PTS may require, the Contractor shall fully and promptly disclose to PTS all Material created or developed under the Contract.
4. Where copyright in any Material vests in PTS under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as PTS may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.
6. At the request of PTS, the Contractor shall provide to PTS, at the completion of the Contract or at such other time as PTS may require a written permanent waiver of Moral Rights, in a form acceptable to PTS, from every author that contributed to the Material.
7. If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

Suspension of the Work

1. PTS may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the Work from any premises without the prior written consent of the Contracting Authority. At

any time prior to the expiration of the 180 days, PTS shall either rescind the order or terminate the Contract, in whole or in part, under the section entitled "Default by the Contractor" or under the section entitled "Termination for Convenience".

2. When an order is made under subsection 1, unless PTS terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.

3. When an order is made under subsection 1 and is rescinded:

(a) the Contractor shall as soon as practicable resume work in accordance with the Contract;

(b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of PTS following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work.

Default by the Contractor

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the PTS may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of PTS within that cure period.

2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, PTS may, to the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.

3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to PTS for any amounts, including milestone payments, paid by PTS and for all losses and damages which may be suffered by PTS by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by PTS in procuring the Work from another source. The Contractor agrees to repay immediately to PTS the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of PTS under the law to mitigate damages.

4. Upon termination of the Contract under this section, PTS may require the Contractor to deliver to PTS, in the manner and to the extent directed by PTS, any completed parts of the Work which have not been delivered and accepted prior to the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfillment of the Contract.

5. Subject to the deduction of any claim that PTS may have against the Contractor arising under the Contract or out of the termination, PTS shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to PTS pursuant to a direction under subsection 4 and accepted by PTS, and shall pay or credit to the Contractor the cost to the Contractor that PTS considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to PTS pursuant to a direction under subsection 4 and accepted by PTS, but in no event shall the aggregate of the amounts paid by PTS under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.

6. Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in PTS unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of PTS, but PTS will not accept and will not pay for materials, parts, plant, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.

7. Where, subsequent to issuance of a notice pursuant to subsection 1, PTS is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection (1) of the clause Termination for Convenience.

Termination for Convenience

PTS has the right to terminate this Contract at any time in whole or in part by giving thirty (30) days advance written notice to the Contractor. In the event of termination, only the costs incurred for work performed and accepted up to the date of the termination shall be paid to the Contractor.

Upon termination or other expiration of the Contract, each party shall forthwith return to the other all papers, materials and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of the contract and the transfer of all data, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.