

Her Majesty the Queen in Right of Ontario as represented by the Minister of
**Community and Social Services**

**Request for Bids (RFB)**

For

Evaluation of the VAW Conjoint Counselling Pilot Program

RFB No.: [MCSS-CSPB\_01-2015]

Issued: July 21, 2015

RFB Closing Date: 4:00 p.m. on August 12, 2015

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| PART 1 - PROCUREMENT DETAILS |
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| Definitions |
| Definitions for capitalized words can be located in Appendix A - Definitions.  |
| Initial Procurement Details |
| Subject of procurement:  | The evaluation of the two-year conjoint counselling program project for couples experiencing low-risk situational couple violence |
| RFB #:  | **MCSS-CSPB\_01-2015**If you need this RFB in an alternative format, please inform the Contact named in this section 1.2. |
| Procuring entity:  | **Ministry of Community and Social Services** |
| Contact: | Name: **Dinesha Naidoo**Email: Dinesha.Naidoo@ontario.ca |
| Desired number of Vendors:  | **One** |
| Bidder eligibility requirements included:  | **No** |
| Proposed RFB Schedule |
| Issue date of RFB: | **July 21, 2015** |
| Bidder's deadline for questions: | **4:00 p.m. on August 5, 2015** |
| Deadline for issuing addenda: | **August 7, 2015** |
| RFB Closing Date: | **4:00 p.m. on August 12, 2015** |
| Period for which Bids are irrevocable after RFB Closing Date: | **120 days** |
| Bids must be received at the closing location included in the Bid Submission Label by the RFB Closing Date. Bids submitted after the RFB Closing Date will be deemed late, disqualified and returned to the Bidder. The proposed RFB schedule is tentative and may be changed by the Ministry in its sole discretion at any time prior to the RFB Closing Date.  |
| Proposed Agreement Dates |
| Execution of Agreement: | Within **20** days of notification of selection. |
| Anticipated start date for contract: | **September 14, 2015** |
| Term of Agreement: | **March 31, 2017** |
| Option to extend: | **Option to extend the deadline for final report submission for three (3) months**. |

 [End of Part 1]

| PART 2 - CONTENTS OF A COMPLETE BID |
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| Structure of Bid |
| A complete Bid should be structured into the following three (3) sections. Bidders are to include all of the forms listed below, unless specified otherwise. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification. This checklist may be used by Bidders to assist in Bid preparation. It will not be evaluated. |
| The Qualification Response |
| [ ]  | Appendix C.1 - Form of Offer (mandatory) |
| [ ]  | Appendix C.2 - Reference Form  |
| The Commercial Response |
| [ ]  | Appendix C.3 - Pricing Form (mandatory) |
| **To use when submitting a Bid:**  |
| [ ]  | Appendix C.4 - Bid Submission Label |
| [ ]  | Appendix C.5 - Pricing Label |
| Format of Bid |
| Bidders should format their Bids in accordance with the sequence of sections set out in Section 2.1 and follow instructions included in this RFB. When responding to a specific criterion, your Bid should reference applicable sections set out in this RFB.  |
| Bids must be in English. Bids should be prepared using text in a common font that is 12 points in size. Bidders should adhere to page limits where identified. Any pages in excess of the page limits will not be evaluated. |
| Bids should be specific to the Deliverables of the RFB and information requested. Bidders should provide clear, complete, and concise responses to RFB requirements. Brochures or marketing material should not be included and will not be evaluated if received.  |
| Bids are to be submitted electronically to the address set out on the Bid Submission Label. Please provide:One (1) electronic copy of the Bid containing only the Qualification Response and Technical Response. Provide the electronic copy in Microsoft Word or PDF format. One (1) electronic copy of the Commercial Response in Microsoft Excel or Microsoft Word format.  |

 **[End of Part 2]**

# PART 3 - THE DELIVERABLES

This section of the RFB describes what is being procured.

The contents of this part will be in the final Contract if you are successful and you will be expected to deliver and/or perform all requirements set out in this part for the price you propose in Appendix C.3 - Pricing Form.

## Objectives

To develop an evaluation framework that will be used to conduct an evaluation of the effectiveness of counselling provided to couples (i.e. conjoint counselling) upon completion of a two-year pilot. The evaluation framework will be developed in conjunction with a steering committee comprised of ministry staff and stakeholders from the Violence Against Women (VAW) sector.

To conduct the evaluation of the effectiveness of the conjoint counselling provided during and upon completion of the two-year pilot project.

Note: the counselling will be provided in both English and French, therefore bidders must have the capacity to evaluate the effectiveness of the conjoint counselling provided in both languages.

## Background

### **Background**

The Ministry, in partnership with Family Services Ontario (FSO), will be conducting a two-year pilot study to measure the outcomes (including, but not limited to, the prevention of escalating conflict and abuse), of providing conjoint counselling for lower-risk Situational Couple Violence.

The ministry recognizes that in some situations, women may choose to stay in a relationship and wish to support their partners in a change process in order to maintain their relationship.

Some research suggests that there are different forms of violence including those of relatively minor and lower risk. According to Michael Johnson, who developed typologies of violence, “Situational Couple Violence . . . is by far the mostcommon form of intimate partner violence, and also the mostvariable. Somewhere around 40% of the cases identified in generalsurveys involve only one relatively minor incident…”[[1]](#footnote-1)

Emotionally Focused Therapy (ETF) is established to be an effective approach for reducing relationship distress in couples experiencing life challenges such as chronic illness and serious illness/loss of a child. The Ministry is interested in assessing the effectiveness of ETF for couples at risk for Situational Couple Violence.

### **Overview of Pilot**

The pilot project will focus on couples who have low social or relationship skills. They struggle with developing healthy attachments in relationships due to many factors in their personal histories such as involvement with Children’s Aid Societies (CAS) or intergenerational trauma.

These are couples whose arguing may be chronic and/or whose interaction patterns tend to escalate rather than reduce conflict in the relationship. Providing timely support to couples who want, but lack the skills, to make their relationships work may reduce the risk that negative interaction patterns will escalate to domestic violence.

Emotionally Focused Therapy (EFT) will be used exclusively for this pilot. The goal of treatment is to help couples break negative interaction cycles by targeting negative emotional responses and strengthening the couple’s emotional bond.

The goal of this pilot study project is to assess the effectiveness of the intervention in reducing the risk of domestic violence.

Three FSO agencies will be chosen to pilot the conjoint counselling. The pilot sites have not yet been chosen, but will represent the northern, rural and urban (central) geographic limits and meet the following criteria:

* Employ qualified therapists who have training in Emotional Focused Therapy for couples.
* Expertise in domestic violence, serving victims and offenders.
* Demonstrated collaborative relationship with relevant stakeholders (e.g. police, women’s shelter, child welfare).
* Demand for couple counselling that exceeds current resources.
* Ability to meet the needs of diverse populations, including providing services in French.

One of the pilot sites will be designated a Lead Agency. The Lead Agency will serve as the Vendor’s primary conduit for data and information about the intervention.

For the purposes of calculating travel expenses, the Bidder may assume the northern site will be located from Sudbury and north, the rural site will be located approximately 250 - 350 km from Toronto and the urban site will likely be located within the greater Toronto area.

Women who have requested conjoint counselling from the pilot sites for issues related to abuse, who do not have the means to pay, and who are appropriate for conjoint counselling will be invited to participate in the pilot study. (Note: An assessment session will be required to ensure it is safe to proceed with conjoint counselling.) Women can self-refer, however third party referrals are also anticipated from police (when no charges have been laid), Child Welfare agencies and other community counselling services.

The following provides additional information of how the pilot study will be conducted:

* The sample size will consist of 100 couples over a course of approximately 9 months.
* The specific goal of counselling will be to reduce thinking, behaviours and conflict that may lead to domestic violence.
* The two partners in each couple will first be seen alone, each for a 1 hour assessment, where they will be screened for safety using a standardized screening tool (e.g. Hurt, Insult, Threaten, Scream tool [H.I.T.S], Conflict Tactics Scale etc.).
* When couples are excluded from the pilot study due to risk, women will be offered VAW counselling services and men will be offered alternative services, such as individual counselling and/or other community based services.
* Participants will be limited to those who are comfortable receiving the counselling in English and/or French.
* All participants will sign a consent to service, which will include terms of service, privacy and confidentiality, limit of confidentiality (e.g. in cases of risk) and terms of research.
* To ensure consistency, therapists will be employing 10 hours of psychotherapy using the Emotionally Focused Therapeutic model.

The maximum budget for this Evaluation is $40,000 plus HST.

## Deliverables

The Preferred Bidder will carry out research and submit Deliverables identified in relation to the scope of work, as described in section 3.3.5. The Preferred Bidder will deliver the following documents in a format (e.g., using Microsoft Word, PowerPoint) and layout that is agreed upon with the Ministry.

“The Evaluation” refers to the systematic collection, analysis and summary of information/ data to assess whether the VAW Conjoint Counseling Pilot Program achieved its objective of reducing the risk of domestic violence.

This project has three phases:

# Planning the Evaluation

# Conducting the Evaluation

# Reporting the Findings of the Evaluation

The following Deliverables will be required to the Ministry’s satisfaction, with documents provided in electronic formats:

**Phase 1 - Planning the Evaluation**

Phase 1 has three Deliverables:

1. Attendance at an orientation meeting

Prior to initiating any research activities, the Preferred Bidder will meet with the Project Steering Committee for an orientation meeting in Toronto to confirm understanding of the project objectives, Deliverables and the scope of the project.

The Project Steering Committee will be comprised of Ministry and FSO (including pilot sites) representation.

1. Work plan

The work plan will provide activities required to carrying out the Evaluation, with timelines, as agreed upon by the Ministry.

1. Evaluation Framework

The Evaluation Framework will be developed by the Successful Bidder in consultation with the Steering Committee. The Evaluation Framework will specify:

* + Proposed indicators that would be used to measure the effectiveness of the intervention.
	+ Details of the methodology including:
		- Evaluation design (e.g., pre/post, control/comparison group, data collection schedule, ethical considerations, etc.);
		- Data collection instruments/questionnaires required for the Evaluation and the rationale for their use;
		- Data to be collected on each client before, during and following their participation in the pilot project and what the data collection process will entail;
		- How privacy and confidentiality will be protected;
		- Quality control measures; and,
		- Data analysis plan.

**Phase 2 - Conducting the Evaluation**

Phase 2 involves conducting the Evaluation according to the work plan. There is no Deliverable for phase 2 but progress reports are expected (see 3.3.2 Reporting Requirements). It is expected that evaluations will be ongoing throughout Phase 2 as couples complete their counselling sessions.

**Phase 3 - Reporting the Findings of the Evaluation**

Phase 3 includes three Deliverables:

1. Draft and Final Evaluation Reports
2. Presentation of the Evaluation Results to the Steering Committee
3. Raw data gathered for the Evaluation, cleaned, de-identified and in a flat file

### **Required Schedule with Milestones**

The below timeframes are guidelines for the Deliverables associated with the project:

|  |  |
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| **DELIVERABLE** | **DUE DATE** |
| Detailed Work Plan for carrying out the Evaluation as agreed upon by the Project Steering Committee | October 2015 |
| Evaluation Framework | November 2015 |
| Draft Evaluation Report | February 2017 |
| Final Evaluation Report | March 2017 |
| De-identified data file | March 2017 |
| Presentation of the Evaluation results to the Steering Committee | April 2017 |

### **Reporting Requirements**

The Preferred Bidder will report on the progress of the project to the Ministry Contact on a bi-weekly basis and/or at the request of the Ministry Contact and may be required to attend Project Steering Committee meetings, to review and discuss progress on the project and the Deliverables.

Progress reports may take the form of e-mails or telephone discussions and will include updates on the status of the project, the completion of relevant activities/Deliverables and activities planned, and highlight issues that require action/resolution. The Preferred Bidder will also liaise with the Project Steering Committee.

### **Other Relevant Information Pertaining to the Deliverables**

The Preferred Bidder will provide a third-party objective evaluation of the VAW Conjoint Counseling Pilot Project.

### **Governance**

The Evaluation will be guided by a Project Steering Committee, co-chaired by the Ministry’s Community Services Policy Branch and Family Service Ontario, and consisting of Ministry staff and stakeholders from the violence against women sector. The Project Steering Committee’s role will be to review and approve all Deliverables as well as provide guidance during the ongoing evaluation. The Steering Committee will also provide input and guidance in finalizing the Evaluation Framework. The Successful Bidder will be required to meet periodically with the Project Steering Committee and to make presentations to the Committee on each Deliverable.

The Lead Agency will serve as the Vendor’s primary conduit for data and information about the intervention. The Lead Agency will be responsible for implementing the intervention, tracking recruitment of participants and overseeing the collection and recording of information to support the Evaluation.

### **Scope of the Evaluation**

The Evaluation will include the “In-Scope” elements identified below:

* + Impact of the VAW Conjoint Counseling Pilot Project on interaction patterns and self-reported risk for domestic violence in couples with distressed relationships who are at risk for Situational Couple Violence.

The following are considered “Out-of-Scope” for the Evaluation:

* + Implementation evaluation of the VAW Conjoint Counseling Pilot Project.
	+ Providing recommendations to government about which counseling models should be funded by the Ministry.
	+ A review of counseling programs for domestic violence.

### **Contractor Security Clearance**

* + Upon notification from the Ministry, which may be either during the procurement process or during the term of any subsequent contract, the Proponent/Supplier shall obtain one or more of the following Security Screening Checks for any person, including directors, officers, employees, agents or sub-contractor, as applicable, engaged in the performance of the services:
1. General Check (Criminal Record Check – CPIC);
2. Company Level Check;
3. Driver’s Record Check;
4. Out-of-Country Police Certificate (US and/or International);
5. Out-of-Country Driver’s Record Check (US and/or International); or
6. Any other Security Screening Check as deemed necessary by the Ministry at its sole discretion.
	* The Supplier shall obtain the Security Screening Checks set out above at its own cost through the OPS Vendor of Record arrangement, local police, or an RCMP accredited third party agency.
	* If applicable, clearance checks must be completed before the Supplier and the Ministry enter into the Agreement.
	* All required information shall be provided in a form acceptable to the Ministry.

**Mandatory Requirements:**

1. Counselling will be provided in both English and French, therefore only Bidders who have the capacity to evaluate the effectiveness of the conjoint counselling provided in both languages will be considered. Evidence is required to show that the proponent has the capacity or a plan to create capacity to evaluate the effectiveness of conjoint counselling for couples who received services in French (e.g., contract for services).

| PART 4 - scoring of proposals (i.e. evaluations) |
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| Overview of the Evaluation Process |
| There are four (4) stages in the evaluation process. |
| **Stage 1 - Evaluation of Qualification Response and Mandatory Requirements**In this stage the Bid will be reviewed to ensure that it contains all of the forms listed in Section 2.1 – Structure of a Complete Bid. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification from the RFB process.If the Bid includes the mandatory forms and meets the mandatory requirements, it will move to the next stage. **Note: Bidders must have the capacity to evaluate the effectiveness of counselling provided in both English and French.** |
| **Stage 2 - Technical Response Evaluation**This stage will consist of a scoring of each qualified Bid from Stage 1 on the basis of information provided in the Bidder’s proposal in response to Technical Response section (sec 4.3) to determine the total score for this Stage 2. |
| **Stage 3 - Commercial Response Evaluation**In this stage the Commercial Response contained in the Appendix C.3 - Pricing Form will be evaluated using the relative pricing formula set out in the Appendix C.3 - Pricing Form to determine the total pricing score. Each eligible Bidder will receive a percentage of the total possible points allocated to price by dividing the lowest Bid price by the Bidder’s Bid price.(Lowest Bid price)÷(Bidder's Bid price)×Total available points=Pricing Score for the BidFor example, if the lowest Bid price is $120.00, that Bidder receives 100% of the possible points (120/120 = 100%), a Bidder who bids $150.00 receives 80% of the possible points (120/150 = 80%) and a Bidder who bids $240.00 receives 50% of the possible points (120/240 = 50%). |
| Stage 4 – The Ministry may at its discretion chose to conduct an interview with up to three highest scoring candidatesThose candidates with the highest cumulative scores from stage 2 and 3 will be selected for interview.  |
| Selection of the Preferred Bidder |
| The award will be made based on the Cumulative Scores of stages 2 and 3, and results of the interviews (if conducted) of the highest scoring candidates, subject to security screening (if required), satisfactory reference checks (if conducted), tax compliance verification from the Ministry of Finance and the express and implied rights of the Ministry, the Preferred Bidder will be selected to enter into the Agreement attached to this RFB. |
| Allocation of Points |
| The following is an overview of the categories and weighting for the evaluation:  |
| Stage 2 - Technical Response Evaluation | Weighting (Points) |
| Proposed Approach  | **80** |
| 1. Description of a proposed approach and clear rationale for the proposed approach to the evaluation including:
2. evaluation design, including but not limited to, pre/post, control/comparison group, data collection schedule and ethical considerations
3. proposed indicators to be used to measure effectiveness of the intervention
4. data to be collected on each client before, during and following their participation in the pilot project and what the data collection process will entail including the data collection instruments to be used for the evaluation
5. how privacy and confidentiality will be protected
6. quality control measures
7. data analysis plan
 | **20****15****15****5****5****5** |
| 1. Demonstrated understanding of the complexity and challenges involved in defining, collecting and reporting of data to meet the project’s objectives
 | **15** |
|  |  |
| Capabilities | **75** |
| 1. Evidence that Bidder has expertise in designing and conducting evaluations
 | **40** |
| 1. Evidence that Bidder has current capacity to carry out this project, and of previous experience in managing projects of similar scope (including leadership of multi-site projects). Please include resumes of all senior staff to be engaged on the project.
 | **25** |
| 1. Evidence that Bidder has knowledge of the violence against women sector and/or other related social service sectors
 | **10** |
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| Stage 3 - Commercial Response Evaluation | 45 |
| Process to Sign the Agreement |
| Bidder(s) asked to sign the Agreement following the evaluation process will be sent a selection letter along with copies of the Agreement to sign and return within the time limit provided. Other documentation that may be requested at that time includes:* proof of W.S.I.B. coverage as outlined in the Agreement;
* proof of security clearance as outlined in Appendix B - Form of Agreement if required;
* proof of tax compliance as outlined in Appendix C.1 - Form of Offer; and
* other documents as required in the selection letter.
 |

[End of Part 4]

| **The Pricing**  **only contains the Commercial Response.**Please Provide:1. Appendix C.3 – Pricing Form, including all pricing information
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| **Important:** Bidders are asked not to include any additional items in the Pricing Form other than what has been requested |

| PART 5 - TERMS AND CONDITIONS |
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| **General Terms and Conditions** |
| Bidder Representations and WarrantiesBy submitting a Bid for consideration, the Bidder in each case, agrees, confirms or warrants as follows:1. to be bound to their Bid;
2. that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the Ministry discovers a Bidder’s failure to disclose all actual or potential Conflicts of Interest, the Ministry may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;
3. that it has accepted the provisions of this RFB and has prepared its Bid with reference to all of the provisions of the RFB including the attached Form of Agreement and has factored all of those provisions, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated in the Pricing Form; and
4. that its Bid was arrived at separately and independently, without conspiracy, collusion or fraud. See the [Competition Bureau of Canada](http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home) for further information.
 |
| General Instructions and Requirements |
| **Bidders to Follow Instructions**Bidders should structure their Bids in accordance with the instructions in this RFB. Where information is requested in this RFB, any response made in a Bid should reference the applicable section numbers of this RFB where that request was made. |
| **Conditional Bids May be Disqualified**A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFB including the Form of Offer and Form of Agreement, either as part of its Bid or after receiving notice of selection, may be disqualified. The Ministry acknowledges the need to add transaction-specific particulars to the Form of Agreement but the Ministry will not otherwise make material changes to the Form of Agreement. |
| **Bidders to Obtain RFB Only Through BravoSolution**Not applicable  |
| **Bids in English**All Bids are to be in English only. Any Bids received by the Ministry that are not entirely in the English language may be disqualified. |
| **Ministry’s Information in RFB Only an Estimate**The Ministry and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFB or issued by way of addenda. Any quantities shown or data contained in this RFB or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work.It is the Bidder's responsibility to avail itself of all information necessary to prepare a Bid in response to this RFB. |
| **Bidders Shall Bear Their Own Costs**The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid including but not limited to, if applicable, costs incurred for interviews or demonstrations.  |
| **No Guarantee of Volume of Work or Exclusivity of Contract**The Ministry makes no guarantee of the value or volume of work to be assigned to the Preferred Bidder. The Agreement executed with the Preferred Bidder will not be an exclusive contract for the provision of the described Deliverables. The Ministry may contract with others for the same or similar Deliverables to those described in this RFB or may obtain the same or similar Deliverables internally. |
| **RFB Terms**All rights and obligations that apply to this procurement process are found only in the RFB. For greater clarity, no other documents are to be read into this RFB or used to interpret or understand its terms or establish any rights or obligations related to this procurement. |
| **Accessibility Obligations**The Province of Ontario is committed to the highest possible standard for accessibility. Vendor(s) are responsible for complying with the requirements under the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001*  and Accessibility for *Ontarians with Disabilities Act, 2005* (“AODA”) and its regulations.  In circumstances where Vendors are providing a service to the public on behalf of the Ministry, they may need to follow Ministry direction to ensure Ministry compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation). |
| **Trade Agreements**Bidders should note that procurements falling within the scope of: 1. Chapter 5 of the Agreement on Internal Trade ("AIT");

the Trade and Cooperation Agreement between Ontario and Quebec ("Ontario/Quebec"); orthe Agreement between the Government of Canada and the Government of the United States of America on Government Procurement ("GPA")are subject, respectively, to that chapter or those agreements but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFB. In any event of the preceding, all rights under each of those trade agreements, wherever prosecuted, shall be limited to the remedies available in each. For further reference please see: (for the AIT) the [Internal Trade Secretariat](http://www.ait-aci.ca/index_en/ait.htm) website; (for Ontario/Quebec) the [Ontario Ministry of Economic Development, Employment and Infrastructure](http://www.ontario.ca/ministry-economic-development-trade-employment); and (for the GPA) the [Canadian Federal Government](http://canada.ca/en/index.html?utm_medium=decommissioned+site&utm_campaign=Canada+Site+Redirect+Tracking&utm_source=canada.gc.ca/home.html&utm_content=Launch+Tracking) website. |
| **Green Bids**In keeping with the Ministry’s efforts to reduce environmental footprints, Bidders are asked to submit their bid via email, ensuring that the most eco-friendly option is used.  |

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| Communication after Issuance of RFB |
| **All New Information to Bidders by way of Addenda**This RFB may only be amended by an addendum in accordance with this section. If the Ministry, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all Bidders by addenda.. Each addendum shall form an integral part of this RFB.Such addenda may contain important information including significant changes to this RFB. Bidders are responsible for obtaining all addenda issued by the Ministry.  |
| **Post-Deadline Addenda and Extension of RFB Closing Date**The Ministry may, at its discretion, issue addendum after the deadline for issuing addenda and may also then extend the RFB Closing Date for a reasonable amount of time.  |
| **Ministry May Verify Information or Seek Clarification and Incorporate Response into Bid** The Ministry reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the RFB Closing Date including those related to an ambiguity in a Bid or in any statement made subsequently during the evaluation process. The response received by the Ministry from a Bidder shall, if accepted by the Ministry, form an integral part of that Bidder's Bid. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner. Verifications or clarifications under this subsection may be made by whatever means the Ministry deems appropriate and may include contacting,1. any person identified in the Bid; and

persons or entities other than those identified by any Bidder.In submitting a Bid, a Bidder is deemed to consent to the Ministry's verification or clarification rights. |
| In the event that the Ministry receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Ministry to be inaccurate, incomplete or misleading, the Ministry reserves the right to revisit the Bidder’s compliance with the mandatory requirements and/or adjust the scoring of rated requirements. |

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| Bid Process Requirements |
| **Bids must be submitted on time at prescribed location**Bids must be submitted at the location set out in the Bid Submission Label before the RFB Closing Date. Bids submitted after this point in time will be deemed late, disqualified and returned to the Bidder. For the purpose of calculating time, the Ministry clock at the prescribed location for submission shall govern. |
| **Bid Irrevocable after RFB Closing Date**Bids shall remain irrevocable in the form submitted by the Bidder for the period set out in Part 1 of this RFB running from the moment that the RFB Closing Date has lapsed. |
| **Bidders to Review RFB**Bidders shall promptly examine all of the documents comprising this RFB and: 1. shall report any errors, omissions or ambiguities; and
2. may direct questions or seek additional information

in writing by e-mail on or before the Bidder’s deadline for questions to the Contact set out at Part 1 of this RFB. All questions submitted by Bidders by email to the Contact shall be deemed to be received once the e-mail has entered into the Contact’s email inbox. No such communications are to be directed to anyone other than the Contact. The Ministry is under no obligation to provide additional information but may do so at its sole discretion.It is the responsibility of the Bidder to seek clarification from the Contact on any matter it considers to be unclear. The Ministry shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFB or its process. |
| **No Incorporation by Reference by Bidder**The entire content of the Bid should be submitted in a fixed form and the content of web sites or other external documents referred to in the Bid will not be considered to form part of its Bid. |
| **Amending or Withdrawing Bids Prior to RFB Closing Date**At any time prior to the RFB Closing Date, a Bidder may amend or withdraw a submitted Bid by sending a notice of amendment or withdrawal to the Contact. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by addenda. Any amendment should clearly indicate what part of the Bid the amendment is intending to replace.  |
| **Bid to be Retained by the Ministry**Except for those Bids submitted past the RFB Closing Date, the Ministry will not return any Bid or accompanying documentation submitted by a Bidder including amended or withdrawn bids. |
| Execution of Agreement, Notification and Debriefing |
| **Selection of Bidder**The Ministry anticipates that it will select a Bidder within the irrevocable period. Notice of selection by the Ministry will be in writing. The Preferred Bidder shall execute the Agreement in the form attached to this RFB and satisfy any other applicable conditions of this RFB within the period of time set out to do so in Part 1 of this RFB. This provision is solely to the benefit of the Ministry and may be waived by the Ministry at its sole discretion.Bidders are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Ministry will consider such requests for clarification in accordance with its right to do so under this RFB.  |
| **Failure to Enter Into Agreement**In addition to all of the Ministry’s other remedies, if a Preferred Bidder fails to execute the Agreement or satisfy any other applicable conditions within the period of time set out to do so in Part 1 of this RFB following the notice of selection, the Ministry may, in its sole discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.  |
| **Notification to Other Bidders of Outcome of Procurement Process**Once the successful Bidder and the Ministry execute the Agreement, the other Bidders will be notified by the Ministry in writing of the outcome of the procurement process, including the name of the successful Bidder, and the award of the contract to the successful Bidder.  |
| **Debriefing**Unsuccessful Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Bidder in presenting a better Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process. |
| **Bid Dispute**Bidders are advised that a formal bid dispute process is available, the details for which are available from the Contact.  |
| **Prohibited Bidder Communications**Bidders shall address all questions and requests for clarification with respect to their Bids, or the RFB documents or the RFB process only to the Contact set out at Part 1 of this RFB.Bidders shall not contact or make any attempt to contact,1. any Ontario government employee or representative, other than the Ministry Contact; or,
2. any other Bidder
3. with respect to a Bid , the RFB documents, or the RFB process, at any time during the RFB process.
 |
| Without limiting the generality of the above, Bidders, shall not contact or attempt to contact,1. any member of the Ministry evaluation team for the RFB;
2. any expert or advisor assisting the Ministry evaluation team;
3. any staff of the Premier of Ontario’s office or the Ontario Cabinet Office;
4. any Member of the Ontario Provincial Parliament or his or her staff or advisors; or
5. any Member of the Ontario Provincial Cabinet or their staff or advisors,

on matters related to their Bids, the RFB documents, or the RFB process at any time during the RFB process. |
| **Bidder Not to Make a Public Statement or Communicate With Media**A Bidder may not at any time directly or indirectly make a public statement or communicate with the media in relation to this RFB or any contract awarded pursuant to this RFB without first obtaining the written permission of the Contact. Where a Bidder makes a communication contrary to this section the Ministry may disclose such information necessary to correct any inaccuracy of information. |
| **Confidential Information of Ministry**All information provided by or obtained from the Ministry in any form in connection with this RFB either before or after the issuance of this RFB:1. is the sole property of the Ministry and must be treated as confidential;
2. is not to be used for any purpose other than replying to this RFB and the performance of any subsequent Contract;

must not be disclosed without prior written authorization from the Ministry; andshall be returned by the Bidders to the Ministry immediately upon the request of the Ministry. |
| **Freedom of Information and Protection of Privacy Act**The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, applies to information provided to the Ministry by a Bidder. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Ministry. The confidentiality of such information will be maintained by the Ministry, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the Ministry’s advisers retained for the purpose of evaluating or participating in the evaluation of their Bids. |
| By submitting any Personal Information requested in this RFB, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Bidder to provide the Deliverables, such information may be used by the Ministry to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFB, questions are to be submitted to the Contact in accordance with the Bidders to Review RFB section. |

|  |
| --- |
| Reserved Rights and Governing Law |
| **Reserved Rights of the Ministry**The Ministry reserves the right to:1. make public the names of any or all Bidders; the name of the Preferred Bidder(s); and, the total price for the contract awarded;
2. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder’s response to that request for clarification into the Bidder’s Bid;
3. assess a Bidder’s Bid on the basis of:
	1. a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
	2. information provided by references;
	3. the Bidder’s past performance on previous contracts awarded by the Government of Ontario;
	4. the information provided by a Bidder pursuant to the Ministry exercising its clarification rights under this RFB process; or
	5. other relevant information that arises during this RFB process;
4. waive non-compliance where, in the Ministry's sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice.  Such minor non-compliance will be deemed substantial compliance and capable of acceptance.  The Ministry will be the sole judge of whether a Bid is accepted or rejected;
5. verify with any Bidder or with a third party any information set out in a Bid;
6. check references other than those provided by any Bidder;
7. disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information;
8. disqualify any bid or rescind any contract award where the bidder either: fails to disclose; or, is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by the Ministry;
9. disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFB;
10. make changes, including substantial changes, to this RFB provided that those changes are issued by way of addenda in the manner set out in this RFB;
11. select any Bidder other than the Bidder whose Bid reflects the lowest cost to the Ministry or the highest score;
 |
| 1. cancel this RFB process at any stage;
2. cancel this RFB process at any stage and issue a new RFB for the same or similar Deliverables;
3. accept any Bid in whole or in part; or
4. reject any or all Bids;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Ministry shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Ministry exercising any of its express or implied rights under this RFB. |
| By submitting its Bid, the Bidder authorizes the collection by the Ministry of the information set out under (e) and (f) in the manner contemplated in those subparagraphs. |
| Governing Law of RFB ProcessThis RFB process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. |
| **Supplementary Terms and Conditions** |
| **No additional terms** |

[End of Part 5]

APPENDIX A - DEFINITIONS

The following definitions are applicable to this RFB.

Unless otherwise specified in this RFB, capitalized words and phrases have the meaning set out in Appendix B - Form of Agreement to this RFB.

**“Accessible”** means that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to persons with a disability.

**“Accessibility”** means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well.

**“Bid”** means all documentation submitted by a Bidder in response to the RFB or in respect of the RFB.

**“Bidder”** means the legal entity that submits a Bid in response to this RFB.

**“Commercial Response”** means the documents set out in Section 2.1.3.

**“Company Level Check”** is a security screening check, which requires checks to be conducted on all Directors and Officers of the company, regardless of whether they will have direct involvement in the work associated with the procurement which was deemed to require security screening. In order to be issued a company level clearance, all Directors and Officers of the company and the Company Security Officer (CSO) must consent to security screening and obtain clearances. Company-level screening checks are conducted only where the security risk assessment indicates the necessity.

**“Company Security Officer”** is a person who holds that standing in the Contractor Security Screening Program. A Company Security Officer (or CSO) plays an administrative role in the security screening process on behalf of his or her company and must hold a valid security clearance issued by Contractor Security Screening (CSS), Supply Chain Ontario (SCO), Ministry of Government and Consumer Services (MGCS) prior to performing that role. The CSO is responsible for the verification of identity for workers requiring screening for contracted work, where required.

**“Contact”** means the person listed in Section 1.2.

**“Criminal Record Check”** is a search of the Canadian Police Information Centre (CPIC) database maintained by the RCMP, using an individual’s name, date of birth and any other information necessary to verify identity, for information about the individual relating to:

* Convictions under the offense provisions of federal statutes recorded in the CPIC system;
* Records of discharges (absolute and conditional) which have not been removed from the CPIC system, in accordance with the *Criminal Records Act (Canada).* Note: Information about absolute discharges will not be collected after one (1) year from the date of disposition. Information about conditional discharges will not be collected after three (3) years from the date of disposition;
* Charges that have been laid but are not resolved (unresolved charges) under the offense provisions of federal statutes; and
* Records of judicial orders in effect (e.g. warrants) that are related to federal offence charges or convictions.

**“Deliverable”** means all product/services and work to be provided or performed by the Vendor, pursuant to the Agreement entered into if any pursuant to this RFB and includes everything that is necessary to be supplied, done or delivered by the Vendor.

**“Driver’s Record Check”** is conducted where driving is a requirement for the contract where a valid driver’s licence is required. It involves a check of provincial databases for information regarding driving history using the individual’s driver licence number. This check provides a three year history of Highway Traffic Act (Ontario) and Criminal Code of Canada convictions and any current suspensions, along with the driver’s current listed address and licence status.

**“General Level Security Screening Check”** requires the individual to obtain a criminal record check (see the definition for criminal record check for additional information). A general level security screening check may also include a driver’s record check, and/or an out-of-country police certificate (US and/or international), where required.

**Out-of-Country Driver’s Record Check** (US and/or International) Driver’s record check is conducted where driving is a requirement for the contract where a valid driver’s licence is required. When the individual has lived outside Canada for more than six (6) months within the last five (5) years, an out of country driver records check from the jurisdiction(s) in which they have resided is required. This check includes information such as current suspensions, along with the driver’s current listed address and licence status.

**"Preferred Bidder"** means the Bidder (or Bidders in the case of a multiple vendor opportunity) that is selected based on cumulative score and the results of the interview process (if conducted) at the conclusion of the evaluation process set out in Part 4.

 **“Qualification Response”** means the documents set out in Section 2.1.1.

**“RFB Closing Date”** means the Bid submission date and time as set out in this RFB and as may be amended from time to time in accordance with the terms of the RFB.

**“Security Screening Check”** is the process conducted by the Supplier to gather information on designated persons for submission to the Ministry in order to obtain a Security Clearance and includes all of the following:

1. A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code (Canada)*, for which a pardon under the *Criminal Records Act (Canada*) has not been granted;

2. A Criminal Record Check.

**“Security Clearance”** means a decision made by [CSS, SCO] following receipt of the Security Screening Check documents that will permit the person being cleared to engage in the performance of the services.

**“Vendor”** means entity that is selected to provide goods or services to the Ministry.

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**Agreement**

**This Agreement** (the “**Agreement**”), made in triplicate, for **[insert name of Deliverables]** is effective as of **[insert start date for the Term]** ("**Effective Date**"),

Between:

**Her Majesty the Queen** in right of Ontario

as represented by the Minister of **Community and Social Services**

(referred to as the “**Ministry**”)

And:

**[Insert Legal Name of Vendor]**

(referred to as the “**Vendor**”)

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

**Article 1 – Interpretation and General Provisions**

1. **Defined Terms**

When used in the Agreement, the following words or expressions have the following meanings:

“**Authorities**” and “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract;

“**Bid**” means all the documentation submitted by the Vendor in response to the RFB;

"**Business Day**" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“**Client**” means any entity falling within the Ontario Public Service;

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

1. in relation to the RFB process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Bid that is confidential to the Crown and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the Ministry; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or
2. in relation to the performance of its contractual obligations in a Crown contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“**Contract**” means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (b) the RFB, including any addenda; (c) the Bid; and (d) any amendments executed in accordance with the terms of the Agreement;

“**Deliverables**" and "**Deliverable**” means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the Vendor or the Vendor’s Personnel, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“**Expiry Date**” means **[insert date]** or, if the original term is extended, the final date of the extended term;

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

“**Fiscal Year**” means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

"**Indemnified Parties**" means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

“**Industry Standards**” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Vendor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

“**Intellectual Property**” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"**Losses**" means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

“**Ministry Address**” and “**Ministry Representative**” mean:

**[Insert Ministry branch]**

**[Insert Ministry address]**

Ministry Representative: **[Insert]**

Telephone: **[Insert]**

Facsimile: **[Insert]**

e-mail: **[Insert]**

“**Newly Created Intellectual Property**” means any Intellectual Property created by the Vendor in the course of performance of its obligations under the Contract;

"**Ontario**" means Her Majesty the Queen in right of Ontario;

"**Ontario Public Service**" and "**OPS**" means the [entities listed under the heading Ontario Public Sector](http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/english/bpsdef.html) on the Ministry of Government Services Internet site, as amended from time to time.

“**OPS Confidential Information**” means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Vendor in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Vendor or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Vendor of any duty of confidentiality owed by the Vendor to the OPS or to any third-party; (ii) the Vendor can demonstrate to have been rightfully obtained by the Vendor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Vendor free of any obligation of confidence; (iii) the Vendor can demonstrate to have been rightfully known to or in the possession of the Vendor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Vendor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“**Person**” if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof;

“**Personal Information**” means recorded information about an identifiable individual or that may identify an individual;

“**Proceeding**” means any action, claim, demand, lawsuit, or other proceeding;

"**Procurement Card**" means the corporate charge card(s) used by the Ministry, as may be changed from time to time;

"**Procurement Card Protocols**" means the manner in which the Vendor is required to process any payments under the Contract that the Ministry elects to make by way of Procurement Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated Ministry name, the expiry date, and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

“**Rates**” and "**Rate**" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Vendor for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel and carriage costs; (d) all permit, licence and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

“**Record**”, for the purposes of the Contract,means any recorded information in the custody or control of the Ministry, including any Personal Information, in any form: (a) provided by the Ministry to the Vendor, or provided by the Vendor to the Ministry, for the purposes of the Contract; or (b) created by the Vendor in the performance of the Contract; and shall exclude any information specifically described in Schedule 1;

“**Requirements of Law**” mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“**RFB**” means the Request for Bids dated **[insert date]** for **[insert name of RFB]**, reference number **[insert OSS reference number]** issued by the Ministry for the Deliverables and any addenda to it;

"**Subcontractors**" means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting;

“**Vendor Address**” and “**Vendor Representative**” mean:

**[Insert address]**

Vendor Representative: **[Insert]**

Telephone: **[Insert]**

Facsimile: **[Insert]**

e-mail: **[Insert]**

“**Vendor’s Intellectual Property**” means Intellectual Property owned by the Vendor prior to its performance under the Contract or created by the Vendor during the Term of the Contract independently of the performance of its obligations under the Contract;

"**Vendor's Personnel**" includes the directors, officers, employees, agents, partners, affiliates volunteers or Subcontractors of the Vendor;

“**Term**” means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

“**Third-Party Intellectual Property**” means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the Vendor.

1. **No Indemnities from Ministry**

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1. **Entire Agreement**

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1. **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1. **Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFB and the Bid; and (c) the RFB shall govern over the Bid.

1. **Interpretive Value of Headings**

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1. **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1. **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Vendor Address to the attention of the Vendor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1. **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1. **Currency**

All references to currency in the Agreement shall be to Canadian dollars.

**Article 2 – Nature of Relationship Between Ministry and Vendor**

1. **Vendor’s Power to Contract**

The Vendor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under the Contract.

1. **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

1. **Vendor Not a Partner, Agent or Employee**

The Vendor shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Vendor shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Vendor (or any of the Vendor's Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35*, Schedule A, as amended.

1. **Responsibility of Vendor**

The Vendor agrees that it is liable for its acts and those of the Vendor's Personnel. This section is in addition to any and all of the Vendor’s liabilities under the Contract and under the general application of law. The Vendor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

1. **No Subcontracting or Assignment**

The Vendor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Vendor’s use of a Subcontractor, every contract entered into by the Vendor with a Subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Contract shall create a contractual relationship between the Vendor's Personnel and the Ministry.

1. **Duty to Disclose Change of Control**

In the event that the Vendor undergoes a change in control the Vendor shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

1. **Conflict of Interest**

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Vendor’s Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

1. **Contract Binding**

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

**Article 3 – Performance by Vendor**

* 1. **Commencement of Performance**

The Vendor shall commence performance upon receipt of written instructions from the Ministry.

* 1. **Performance Warranty**

The Vendor hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Ministry, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense as specified by the Ministry in a rectification notice issued pursuant to Section 8.02.

* 1. **Use and Access Restrictions**

The Vendor acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the Ministry is strictly prohibited. The Vendor further acknowledges that the Ministry may monitor the Vendor to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Vendor.

* 1. **Notification by Vendor to Ministry**

During the Term, the Vendor shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

* 1. **Condonation Not a Waiver**

Any failure by the Ministry to insist in one or more instances upon strict performance by the Vendor of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Vendor with respect to such performance shall continue in full force and effect.

* 1. **Changes By Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

* 1. **Vendor to Comply With Reasonable Change Requests**

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Vendor is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

* 1. **Pricing for Requested Changes**

Where a Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

1. include pricing for the particular type of goods or services contemplated in the change request, the Vendor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
2. are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Vendor within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

* 1. **Non-Exclusive Contract, Work Volumes**

The Vendor acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Vendor and reserves the right to obtain the same or similar goods and services internally.

* 1. **Performance by Specified Individuals Only**

The Vendor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Vendor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Vendor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Vendor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

* 1. **Security Clearance**

The Vendor shall, upon request from the Ministry, require those Persons providing services under the Agreement to submit to security checks and the Vendor may be required to obtain and pay for security clearance. Where such security checks are required the Ministry will provide information on how the Vendor can obtain them.

The Vendor shall provide to the Ministry, upon request, the names, addresses, dates of birth and consents of its Persons for whom security checks are required. The Vendor shall designate a chief security officer as the contact for this purpose. Any Person who is unable to obtain security clearance, or who refuses to consent to such security checks, shall not be permitted to perform services under the Agreement.

Security clearance may be suspended or revoked if any Person fails to maintain security clearance or security standards required pursuant to the Agreement. The Vendor shall notify the Ministry of any personnel changes, behaviours, or circumstances for which security clearance may require reconsideration.

Security clearance is not awarded in perpetuity. The Ministry may perform, or re-perform, security checks against any Person providing services under the Agreement at any time, and will notify the Vendor of this requirement.

The Vendor shall be considered in default of the Agreement if it fails to comply with the requirements of this section or if any security clearance results received by the Ministry are found, in the sole discretion of the Ministry, to be incompatible with the proper and impartial provision of the Deliverables in accordance with the terms and conditions of the Agreement.

* 1. **Accessibility Requirements**

The Vendor's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code (HRC) R.S.O. 1990, CHAPTER H.19,* the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32,* and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c. 11, any regulations made thereto and any direction from the Ministry.

* 1. **Ministry Rights and Remedies and Vendor Obligations Not Limited to Contract**

The express rights and remedies of the Ministry and obligations of the Vendor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Vendor at law or in equity.

**Article 4 – Payment for Performance and Audit**

* 1. **Payment According to Contract Rates**

The Ministry shall, subject to the Vendor’s compliance with the provisions of the Contract, pay the Vendor for the Deliverables provided at the Rates established under the Contract.

* 1. **Default Billing and Payment Process**

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

1. the Vendor shall provide the Ministry with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items;
2. the Ministry shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the Ministry to substantiate the billing statement;
3. each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
4. the Ministry may make payments under the Contract by way of Procurement Card and the Vendor shall accept and process any such payments in accordance with Procurement Card Protocols;

and any paragraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

* 1. **Hold Back or Set Off**

The Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Vendor has failed to comply with any requirements of the Contract.

* 1. **No Expenses or Additional Charges**

There shall be no other charges payable by the Ministry under the Contract to the Vendor other than the Rates established under the Contract.

* 1. **Payment and Collection of Taxes and Duties**

The Vendor shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Contract.

* 1. **Withholding Tax**

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the Vendor under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Contract.

* 1. **Interest on Late Payment**

If a payment is in arrears through no fault of the Vendor, the interest charged by the Vendor, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.

* 1. **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Vendor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Vendor shall permit and assist the Ministry in conducting audits of the operations of the Vendor to verify (a) and (b) above. The Ministry shall provide the Vendor with at least ten (10) Business Days prior notice of its requirement for such audit. The Vendor’s obligations under this section shall survive any termination or expiry of the Contract.

**Article 5 – Confidentiality and Freedom of Information and Protection of Privacy Act**

* 1. **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Vendor in any such publicity or publication. The Vendor shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this section, the Vendor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Ministry.

* 1. **OPS Confidential Information**

During and following the Term, the Vendor shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those of the Vendor’s Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Vendor.

* 1. **Restrictions on Copying**

The Vendor shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Vendor, the Vendor must reproduce all notices which appear on the original.

* 1. **Injunctive and Other Relief**

The Vendor acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Vendor agrees that the Ministry is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

* 1. **Notice and Protective Order**

If the Vendor or any of the Vendor’s Personnel become legally compelled to disclose any OPS Confidential Information, the Vendor will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Vendor will disclose only that portion of OPS Confidential Information which the Vendor is legally compelled to disclose, only to such Person or Persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

* 1. **FIPPA Records and Compliance**

The Vendor and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Vendor agrees:

1. to keep Records secure;
2. to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;
3. not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
4. not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;
5. to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
6. to restrict access to Personal Information to those of the Vendor’s Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;
7. to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and
8. that any confidential information supplied to the Ministry may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

* 1. **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

**Article 6 – Intellectual Property**

* 1. **Ministry Intellectual Property**

The Vendor agrees that all Ministry Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Ministry to the Vendor shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

* 1. **Newly Created Intellectual Property**

The Ministry shall be the sole owner of any Newly Created Intellectual Property. The Vendor irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

* 1. **Vendor Intellectual Property**

Subject to Section 6.04, the Ministry agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Vendor to the Ministry that is not: (i) Ministry Intellectual Property; (ii) Newly Created Intellectual Property or, (iii) Third Party Intellectual Property shall remain the sole property of the Vendor at all times.

* 1. **Presumption Governing Intellectual Property Ownership**

If the Vendor’s Intellectual Property or Third Party Intellectual Property forms any part of the Deliverables, the Vendor shall notify the Ministry of such prior to the delivery of the particular Deliverable containing any such Vendor Intellectual Property or Third Party Intellectual Property. In the absence of any such notice, the presumption governing the Contract shall be that the Ministry is the sole owner of any Intellectual Property in any form contained in any of the Deliverables.

* 1. **Vendor’s Grant of Licence**

To the extent that the Deliverables contain, in whole in part, Vendor Intellectual Property or Third Party Intellectual Property, the Vendor grants to the Ministry, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client, the total consideration for which shall be payment of the Rates to the Vendor by the Ministry.

* 1. **No Restrictive Material in Deliverables**

The Vendor shall not incorporate into any Deliverables anything that would restrict the right of the Ministry or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry or any Client from entering into any contract with any contractor other than the Vendor for the modification, further development of or other use of the Deliverables.

* 1. **Vendor Representation and Warranty Regarding Third-Party Intellectual Property**

The Vendor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Vendor further represents and warrants that it has obtained assurances with respect to any Vendor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

* 1. **Assurances Regarding Moral Rights**

At the request of the Ministry, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor’s Personnel to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in a form acceptable to the Ministry, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Vendor shall deliver such written waiver(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry.

* 1. **Copyright Notice**

The Vendor shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form: “© Queen’s Printer for Ontario, **[insert year of publication\*]**”

* 1. **Further Assurances Regarding Copyright**

At the request of the Ministry, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor’s Personnel to execute a written assignment of copyright in the applicable Deliverable(s) to the Ministry in a form acceptable to the Ministry. The Vendor shall deliver such written assignment(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry. The Vendor shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Vendor will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

* 1. **No Use of Ontario Government Insignia**

The Vendor shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

* 1. **Ministry May Prescribe Further Compliance**

The Ministry reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Article.

* 1. **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

**Article 7 – Indemnity and Insurance**

The Recipient is responsible for its own insurance and should carry all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including but not limited to commercial general liability insurance. The Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any claims that may arise out of the Contract.

**Article 8 – Termination, Expiry and Extension**

* 1. **Immediate Termination of Contract**

The Ministry may immediately terminate the Contract upon giving notice to the Vendor where:

1. the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor’s insolvency;
2. the Vendor breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
3. the Vendor breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Vendor) of the Agreement;
4. the Vendor, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
5. the Vendor undergoes a change in control which adversely affects the Vendor’s ability to satisfy some or all of its obligations under the Contract;
6. the Vendor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry; or
7. the Vendor’s acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

* 1. **Dispute Resolution by Rectification Notice**

Subject to the above section, where the Vendor fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Vendor setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Vendor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow the Ministry to immediately terminate the Contract.

* 1. **Termination on Notice**

The Ministry reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Vendor.

* 1. **Termination for Non-Appropriation**

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the Vendor. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

* 1. **Vendor’s Obligations on Termination**

On termination of the Contract, the Vendor shall, in addition to its other obligations under the Contract and at law:

1. at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;
2. provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the Vendor at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;
3. execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and
4. comply with any other instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

* 1. **Vendor’s Payment Upon Termination**

On termination of the Contract, the Ministry shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Vendor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Ministry may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination.

* 1. **Termination in Addition to Other Rights**

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity.

* 1. **Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Ministry exercises its option to extend the Contract for a period of up to three (3) months, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the Ministry giving notice to the Vendor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**Article 9 – Security Clearance**

**9.01 Definitions**

The definitions from the Request for Proposal are applicable to this Article.

**9.02** **Security Screening Check**

(a) Security Clearances are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Screening Checks shall be renewed at the intervals as may be specified by CSS, SCO, MGCS.

(b) On notification from MGCS, the Supplier shall, during the Term, provide to the CSS, SCO, MGCS, completed Security Screening Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. All documents shall be provided through the Supplier’s designated Company Security Officer.

(b) All Security Screening Checks shall be provided in form and content acceptable to the CSS, SCO, MGCS and shall include all required consents.

(d) If a person or company has been deemed by the Ministry to require a Security Clearance they shall not engage in the performance of the services unless they have been provided a Security Clearance by the CSS, SCO, MGCS.

**9.03** **Changes**

1. During the Term of this Agreement, the Supplier shall report to the CSS, SCO, MGCS, within five business days thereof, any change to:
2. any information provided as part of a Security Screening Check process;
3. employees, agents and subcontractors or, where a Company Level Check is required, partners, directors, officers and shareholders, who are or will be engaged in providing the security screening documents or engaged in the performance of the services.
4. The CSS, SCO, MGCS shall assess the above information and may instruct the Supplier to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearances or provide for new Security Clearances.

**9.04** **Default under Agreement**

During the Term of this Agreement, the Supplier shall be in default under this Agreement if they fail to comply with the requirements of this Article.

In Witness Whereof the parties hereto have executed the Agreement effective as of the date first above written.

Her Majesty the Queen in right of Ontario

as represented by the Minister of **Community and Social Services**

Signature:

Name:

Title:

Date of Signature:

Pursuant to delegated authority

**[insert legal name of Vendor]**

Signature:

Name:

Title:

Date of Signature:

I have authority to bind the Vendor.

**Schedule 1
Schedule of Deliverables, Rates and Supplementary Provisions**

**[To be completed after selection of the Preferred Bidder]**

1. **Description of Deliverables**
2. **Rates and Reimbursements**
	1. **Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the Vendor under the Contract shall not exceed a maximum amount of up to **[insert maximum contract amount] ($xxx).**

The total amount payable by the Ministry to the Vendor includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes.

* 1. **Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of the Contract:

1. **Billing Statements [Important: Insert this if the client wants to have a billing scheme other than the one set out in the Agreement.]**

**[Consider whether you wish to set out an alternative billing and payment process to the process set out in the Agreement. For example, think about paying by milestone/deliverable rather than getting a monthly invoice setting out hourly or per diem rates – this helps to ensure that no matter how long the Vendor takes to do the work, the Ministry is only paying per milestone/deliverable so the risk of ‘overtime’ falls on the Vendor, not the Ministry.]**

APPENDIX C - FORMS

This appendix contains the forms required for preparation of a Bid. Failure to include any of the listed forms may result in disqualification.

| APPENDIX C.1 - FORM OF OFFER  |
| --- |
| **Bidder Instructions:** 1. This Form of Offer must be signed and all four (4) pages of the original included with the Bid.
2. Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Bid. A Bid that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFB may be disqualified. Bids containing any change may, subject to the express and implied rights of the Ministry, be disqualified. If a Bid is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFB will prevail over any such changes or qualifications in or to the Form of Offer provided in the Bid.
3. Each Bidder must complete a Tax Compliance Declaration (item 10, Form of Offer) according to the instructions contained in this Form. The Ministry will forward a copy of the Preferred Bidder's signed Tax Compliance Declaration to the Ministry of Finance for verification. By signing the Tax Compliance Declaration, the Preferred Bidder is consenting to the release of the information on the Form from the Ministry to the Ministry of Finance and the result of the verification process from the Ministry of Finance to the Ministry.

**In addition, if a Preferred Bidder is a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario), it will be required to demonstrate that it has met its corporate tax filing obligations by obtaining proof from the Canada Revenue Agency and forwarding this proof to the Ministry of Finance. Preferred Bidders will receive instructions regarding this process from the Contact set out in Section 1.2 of this RFB prior to contract award.****The Preferred Bidder must, as a precondition of entering into an Agreement, ensure that its Ontario tax status is or is brought into good standing and provide evidence of its good standing to the Ministry. The Ministry will rescind the notice of selection of a Bidder who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFB.** **Bidders may direct enquiries regarding the Tax Compliance Declaration Form to the Contact set out in Section 1.2.**[End of Instructions to Form of Offer] |

| APPENDIX C.1 - Form of Offer**Page 1 of 4** |
| --- |
| **This Form of Offer must be signed and all 4 pages of the original included with the Bid** |
| To Her Majesty the Queen in right of Ontario as represented by the Minister of Community and Social Services**:** |
| 1. Bidder Information
 |
| 1. The full legal name of the Bidder is:
 | **(Bidder to insert response)** |
| 1. Any other registered business name under which the Bidder carries on business is:
 | **(Bidder to insert response)** |
| 1. The jurisdiction under which the Bidder is formed is:
 | **(Bidder to insert response)** |
| 1. The name, address, telephone, facsimile number and email address of the contact person for the Bidder:
 | **(Bidder to insert response)** |
| 1. The name, address, telephone, facsimile number and e-mail address of the contact person for the company security officer for the Bidder:
 | **(Bidder to insert response)** |
| 1. Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership:
 | **(Bidder to insert response)** |
| 1. Offer

The Bidder has carefully examined the RFB documents and has a clear and comprehensive knowledge of the Deliverables required under the RFB. By submitting the Bid, the Bidder agrees and consents to the terms, conditions and provisions of the RFB, including the Form of Agreement, and offers to provide the Deliverables in accordance with the rates set out in the Pricing Form. |

| APPENDIX C.1 - Form of Offer**Page 2 of 4** |
| --- |
| 1. Mandatory Forms

The Bidder encloses as part of the Bid, the mandatory forms referenced in Section 2.1 -Structure of Bid. |
| 1. Commercial Response

The Bidder encloses as part of the Bid, the mandatory forms set out in Section 2.1 -Structure of Bid.  |
| 1. Addenda

The Bidder has read and accepted all addenda issued by the Ministry to date. We understand that the onus remains on us to have made any necessary amendments to our Bid based on the addenda. |
| 1. Bid Irrevocable

The Bidder agrees that its Bid shall be irrevocable for the period of days set out in Section 1.3 following the RFB Closing Date. |
| 1. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest set out in the Form of Agreement, both definition part (a) and (b). If the boxes in this section are left blank, the Bidders will be deemed to declare that it had no foreseeable Conflict of Interest (either definition part (a) or (b)) in performing the contractual obligations contemplated in the RFB. Otherwise, if either or both of the following statements apply, check the appropriate box.  |
| [ ]   | Part (a) of definition: The Bidder declares that there is an actual or potential unfair advantage relating to the preparation and submission of its Bid. |
| [ ]  | Part (b) of definition: The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFB.  |
| If the Bidder declares an actual or potential Conflict of Interest by marking either of the boxes, the Bidder must describe it in the following space provided. |
|  |
| **(Bidder to insert response, if applicable)** |
| APPENDIX C.1 - Form of Offer**Page 3 of 4** |
| In addition to the preceding declarations, the Bidder must complete the following which relates to potential Conflict of Interest:The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service (“OPS”) and have ceased that employment prior to the RFB Closing Date: |
| Name of Individual: | **(Bidder to insert response, if applicable)** |
| Job Classification (of last position within OPS): | **(Bidder to insert response, if applicable)** |
| Ministry/Agency (where last employed with OPS): | **(Bidder to insert response, if applicable)** |
| Last Date of Employment with OPS: | **(Bidder to insert response, if applicable)** |
| Name of Last Supervisor with OPS: | **(Bidder to insert response, if applicable)** |
| Brief Description of Individual’s Job Functions (at last position with OPS): | **(Bidder to insert response, if applicable)** |
| Brief Description of Nature of Individual’s Participation in Preparation of Bid: | **(Bidder to insert response, if applicable)** |
| (Repeat for each identified individual) |
| The Bidder agrees, upon request, to provide the Ministry with additional information from each individual identified in the preceding form prescribed by the Ministry. The Ministry will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder. |
| 1. Disclosure of Information

The Bidder hereby agrees that any information provided in this Bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Bid by the Ministry to the Ministry’s advisors retained for the purpose of evaluating or participating in the evaluation of this Bid. |

| APPENDIX C.1 – Form of Offer**Page 4 of 4** |
| --- |
| 1. Tax Compliance Declaration

The Ontario Government expects all Vendors meet their Ontario tax obligations on a timely basis. In this regard, Bidders are advised that their Ontario tax obligations, if any, must be in good standing in order to be considered for a contract award (see Bidder Instructions #5). In order to be considered for a contract award, the Bidder must submit the following tax compliance status statement and the following consent to disclosure:**Declaration**I/WE hereby certify that **(insert legal name of Bidder)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Bidder”) at the time of submitting its Bid, is in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance or by the Canada Revenue Agency, and that, in particular, all returns required to be filed have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained; or the Bidder will take all necessary steps prior to being considered for contract award in order to be in full compliance with all applicable Ontario tax statutes.**(Please check applicable box)** The Bidder [ ]  is / [ ]  is not a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario).**(Please insert Bidder’s Business Number)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Consent to Disclosure**The Bidder consents to the Ministry of Community and Social Services (“Requesting Ministry”) releasing the taxpayer information to the Ministry of Finance as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes.The Bidder consents to the Ministry of Finance releasing taxpayer information to the Requesting Ministry as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes. |
| 1. ****Execution of Agreement****

The Bidder understands that in the event its Bid is selected by the Ministry, in whole or in part, the Bidder agrees to finalize and execute the agreement in the form set out in the Form of Agreement attached to this RFB and in accordance with the terms of this RFB. |
| **Dated at** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_**(Signature of Authorized Signing Officer)****(Print Name)****(Print Title)**I have authority to bind the Bidder | **(Signature of Witness)****(Name of Witness)** |

| APPENDIX C.2 - REFERENCE FORM  |
| --- |
| **Bidder Instructions:**Each Bidder is requested to provide three (3) references from clients who have obtained similar goods and services in the last five (5) years as those requested in this RFB. The Ministry reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.  |
| **Reference #1** |
| **Company Name:** | **(Bidder to insert Company Name)** |
| **Company Address:** | **(Bidder to insert Company Address)** |
| **Contact Name:** | **(Bidder to insert Contact Name)** |
| **Contact Telephone Number:** | **(Bidder to insert Contact Telephone Number)** |
| **Contact Email:** | **(Bidder to insert Contact Email)** |
| **Date Work Undertaken:** | **(Bidder to insert Date Work Undertaken)** |
| **Nature of Assignment:** | **(Bidder to insert Nature of Assignment)** |
| **Reference #2** |
| **Company Name:** | **(Bidder to insert Company Name)** |
| **Company Address:** | **(Bidder to insert Company Address)** |
| **Contact Name:** | **(Bidder to insert Contact Name)** |
| **Contact Telephone Number:** | **(Bidder to insert Contact Telephone Number)** |
| **Contact Email:** | **(Bidder to insert Contact Email)** |
| **Date Work Undertaken:** | **(Bidder to insert Date Work Undertaken)** |
| **Nature of Assignment:** | **(Bidder to insert Nature of Assignment)** |
| **Reference #3** |
| **Company Name:** | **(Bidder to insert Company Name)** |
| **Company Address:** | **(Bidder to insert Company Address)** |
| **Contact Name:** | **(Bidder to insert Contact Name)** |
| **Contact Telephone Number:** | **(Bidder to insert Contact Telephone Number)** |
| **Contact Email:** | **(Bidder to insert Contact Email)** |
| **Date Work Undertaken:** | **(Bidder to insert Date Work Undertaken)** |
| **Nature of Assignment:** | **(Bidder to insert Nature of Assignment)** |

| APPENDIX C.3 - PRICING FORM |
| --- |
| **Bidder Instructions:**1. Pricing shall be provided in Canadian Funds, inclusive of all applicable duties and taxes.
2. Pricing quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.
3. A Bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Form may be disqualified.
4. Bidders may not amend this form in any way other than by providing the requested information.
5. No other fees of charges will be paid for the Deliverables other than those set out on the form.
6. Where no price applies, state “0” or “Nil”. If a space is left blank the Ministry may either deem it to be a zero or may declare the Bid non-compliant and disqualify it at its discretion.
7. Bidders should note that for evaluation purposes only a value of $0.01 will be used in the relative pricing formula in the event that a Bidder has $0 for a particular category in the Pricing Form.
8. Payments will be made upon the successful completion of each Deliverable.
 |
| Bidder’s Legal Name: | **(Insert Bidder Legal Name)** |

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Due Date** | **Budget** |
| **2015/16** | **2016/17** |
| Orientation meeting with Project Steering Committee | September 2015 |  |  N/A |
| Detailed Work Plan for carrying out the Evaluation as agreed upon by the Project Steering Committee | October 2015 |  | N/A |
| Evaluation Framework | November 2015 |  | N/A |
| Draft Evaluation Report  | February 2017 | N/A |  |
| Final Evaluation Report | March 2017 | N/A |  |
| De-identified data file | March 2017 | N/A |  |
| Presentation of the Evaluation results to the Ministry | April 2017 |  | N/A |

| APPENDIX C.4 - BID SUBMISSION LABEL  |
| --- |
| **Bidder Instructions:**1. Bids must be submitted in a sealed package(s) to the address indicated on the Bid Submission Label between the hours of 8:30 a.m. and 4:30 p.m. (Toronto Time), Monday through Friday (excluding Statutory Holidays), and no later than the RFB Closing Date noted on the Bid Submission Label.
2. The Ministry does not accept responsibility for Bid submissions directed to any location other than the address indicated on the Bid Submission Label. The Postal Code is to aid in identifying the building only. The onus remains solely with bidders to instruct courier/delivery personnel to deliver Bid submissions to the EXACT FLOOR location specified on the Bid Submission Label. Bids that are delivered to another Ontario Government address before the deadline but arrive at the Tender Administration Office after the deadline will be disqualified.
3. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.
4. Failure to affix the Bid Submission Label to your submission package may also result in submissions not being recognized as Bids. This could result in your Bid arriving late at the Tenders Office and will be deemed late, disqualified and returned to the Bidder.
5. Bids received by Fax or any other kind of electronic transmission will be rejected.

[End of Instructions to Bid Submission Label Form] |

1. Johnson, M. (2011). Gender and types of intimate partner violence: A response to an anti-feminist literature view. *Aggression and Violent Behavior, 16 (July/August)*, 289-296). [↑](#footnote-ref-1)