

REQUEST FOR PROPOSALS

For CRM Configuration and Training

RFP No. RP331-2017-01

ISSUE DATE:	Friday, June 23, 2017
DEADLINE FOR PROPONENT ENQUIRIES	Friday, July 14, 2017 at 3:00 p.m. local Toronto time
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Wednesday, July 19, 2017
PROPOSAL SUBMISSION DEADLINE	Friday, July 28, 2017 at 03:00 p.m. local Toronto time
PRESENTATIONS/INTERVIEWS	Week of July 31, 2017

PROPONENT ENQUIRIES only by e-mail to:
procurement@partnershipagainstcancer.ca

****Proponents should reference this RFP number (RFP No. RP331-2017-01) in the subject line of their correspondence.****

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History of the Partnership

The Canadian Partnership Against Cancer (the Partnership) works with Canada's cancer community to reduce the burden of cancer through co-ordinated system-level change. Grounded in and informed by the experiences of those most affected by cancer, the organization plays a unique role working with partners to support multi-jurisdictional uptake of the knowledge emerging from cancer research and best practices in order to optimize cancer control planning and drive improvements in quality of practice across the country. Partners include provincial and territorial cancer programs; federal organizations and agencies; First Nations, Inuit and Métis organizations; national health and patient organizations; and individual experts who provide strategic cancer control insight and advice from both patient and professional perspectives.

Through sustained effort and a focus on the full cancer continuum from prevention and treatment through to survivorship and end-of-life care, the Partnership supports the collective work of the broader cancer control community in achieving long-term outcomes that will have a direct impact on the health of Canadians: reduced incidence of cancer, less likelihood of Canadians dying from cancer, and an enhanced quality of life of those affected by cancer. For more information, visit partnershipagainstcancer.ca. The Partnership is also the driving force behind cancerview.ca, which connects Canadians to cancer control services, information and resources. The Partnership is funded by Health Canada.



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1.0 INSTRUCTION TO PROPONENTS

1.1 *Invitation to Proponents*

This Request for Proposals ("RFP") is an invitation to suppliers/vendors (the "Proponents") to submit proposals (the "Proposals") for the services and deliverables briefly described in Schedule A (the "Deliverables"). This RFP is issued by the Canadian Partnership Against Cancer (the "Partnership"), a not-for-profit corporation funded by Health Canada.

1.2 *Enquiries*

Proponents should forward all enquiries and other communications, via e-mail only to:

procurement@partnershipagainstcancer.ca

All enquiries should be made via e-mail to the e-mail address above and enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by the Partnership will be disclosed to all Proponents by way of an Addendum.

All enquiries and communications should be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.

1.3 *Proposal Submission*

Proponents should submit their Proposals in two separate parts. The financial part will contain the price portion of the Proposal using the Pricing Sheet, in Schedule C. The technical part of will contain the rest of the Proposal. Each part should be submitted in separate sealed package or electronic file in accordance with the instructions in this section.

Proponents should submit three (3) printed hard copies of the Proposal with original signatures, packaged in a sealed envelope and labelled with the Proponent's name and address, delivered to the address below before the Proposal Submission Deadline set out in Section 1.7:

Canadian Partnership Against Cancer Corporation
1 University Ave, Suite 300
Toronto, ON M5J 2P1
Attention: Samoya Lloyd



Proponents should also submit one electronic copy in Microsoft Word format or portable document format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: procurement@partnershipagainstcancer.ca

Proposals submitted in any other manner may not be accepted.

In the event of conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the electronic copy of the Proposal shall prevail. **Both the hard copy and electronic copy should be submitted before the Proposal Submission Deadline.** Failure to deliver either the hard or electronic copy to the Partnership, before the Proposal Submission Deadline may result in disqualification. It is the sole responsibility of the Proponent to ensure the hard copy and the electronic copy are received by the Partnership, before the Proposal Submission Deadline.

1.4 Agreement for Deliverables

The selected Proponent will be required to enter into an agreement (the “Agreement”) with the Partnership for the provision of the Deliverables and the Agreement shall include the terms and conditions set out in Schedule F to this RFP.

1.5 Contract Period

It is the Partnership’s intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of up to **1 year** with an option in favour of the Partnership to renew or extend the Agreement on the same terms and conditions up to an additional term of up to **6 months**.

A Proponent who submits conditions, options, variations or contingent statements to the terms and conditions set out in Schedule F, either as part of its Proposal or after receiving notice of selection, may be disqualified.

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

The Partnership makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables. The Partnership may contract with others for the same or similar services and deliverables to those described in this RFP or may obtain the same or similar services and deliverables internally.



1.7 RFP Timetable and Process

The following is the schedule for this RFP:

ISSUE DATE:	Friday, June 23, 2017
DEADLINE FOR PROPONENT ENQUIRIES	Friday, July 14, 2017 at 3:00 p.m. local Toronto time
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PRESENTATIONS/INTERVIEWS	Week of July 31, 2017

1.8 Submission Requirements

The Proposal should include:

- a) an executive summary;
- b) a summary of the Proponent's understanding of the requirements and strengths of the proposed approach;
- c) a description of the relevant qualifications and experience of the Proponent organization and each candidate proposed for each key role;
- d) references for three similar projects (excluding the Partnership) successfully completed by the Proponent organization within the last three years (Schedule D Form 1);
- e) a description of the proposed approach and work plan to accompany the Project Deliverables and Milestones (Schedule E);
- f) a description of the proposed project team structure, key roles and reporting relationships;
- g) names and resumes of the candidates proposed for each key role;
- h) two references for each proposed senior team member (excluding the Partnership) demonstrating relevant experience for the proposed role within the last three years (Schedule D Form 2);

Failure to include any required components of the Proposal, as listed above may result in disqualification of the Proposal (see Section 1.9.1).

1.9 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of the Partnership and may include external advisors (the "Evaluation Committee").



1.9.1. Mandatory Criteria

- i. First, the Partnership will evaluate Proposals for compliance with the following Mandatory Criteria:

MANDATORY FORMS:
Form of Offer (Schedule B)
Pricing Sheet (Schedule C)
References (Schedule D)
Deliverables and Milestones (Schedule E) (for Project RFP's or as requested)

Any Proposal that does not meet the Mandatory Criteria may be disqualified. If a proposal is disqualified, it will not be further evaluated.

1.9.2. Rating Criteria

Next, the Partnership will evaluate and score Proposals based on the following rating criteria:

Evaluation Criteria	Weights
Qualifications and experience of the Proponent organization <ul style="list-style-type: none"> i. A minimum of two consulting projects, completed in the last three (3) years that focuses on implementation of a CRM system organization-wide ii. Demonstrated experience of configuring and implementing Microsoft Dynamics 365 and ClickDimensions tools iii. Demonstrated experience of developing CRM training and roll out plans with a focus on user needs (i.e., encompassing Canadian Anti-Spam Legislation compliance, education and potential change management) rather than just the technology itself iv. Demonstrated knowledge of best practices in CRM configuration and training 	30
Qualifications and experience of key members of the proposed team <ul style="list-style-type: none"> v. Demonstrated experience of project team members on similar projects vi. Demonstrated experience in leading and implementing CRM projects with a change management component vii. Demonstrated experience in the Canadian healthcare sector (preferred) 	



Quality of the proposed approach and work plan (adequacy of project team structure, work plan, client engagement, reporting and controls, likelihood of timely delivery) i. Demonstrated understanding of project objectives and scope ii. Detailed description of Proponent's project approach, milestones and timelines Includes listing of project assumptions	25%
Interviews/In-person presentations i. Includes senior team members working on the business as well as main point of contact ii. Contains one example/case study of similar project, including results iii. Provides detailed overview of proposed approach for the project, milestones and timelines	25%
Price (see Section 1.10 below)	20%
Total	100%

NOTE: The Partnership reserves the right to revise the minimum required score threshold, if not enough Proposals have met the threshold.

1.9.3. Stages of the Proposal Evaluation

The Partnership may conduct the evaluation of Proposals in the following three (3) stages:

Stage I

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Partnership, be disqualified and not be evaluated further.

Stage II

Stage II may consist of a scoring by the Partnership of each qualified Proposal on the basis of the rating criteria. The Partnership will shortlist the top scoring Proposals and their respective Proponent organizations may be invited to an interview at the Partnership offices. Interviews to be scheduled, at a time that is convenient for the Partnership.

Stage III

Upon completion of Stage II for all Proposals, the sealed pricing envelope provided by the Proponent(s) that meet the Minimum Required Score will then be opened and Stage III may consist of a scoring of the pricing submitted. The evaluation of price may be undertaken after the evaluation of



mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

The formula to be used for scoring price is as follows:

$S = MP \times L / P$, where:

S = the price score for the Proposal being evaluated;

MP = the maximum points awarded for price;

L = the price of the lowest price remaining Proposal; and

P = the price of the Proposal being scored.

Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Partnership, the highest scoring Proposal will be selected and the Proponent of that Proposal will be invited to enter into the Agreement in accordance with Sections 1.4, 1.5 and 2.13.

The Partnership intends to award an Agreement to the Proponent who submits the most advantageous Proposal to the Partnership as determined by the Partnership through the evaluation process.

The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there should be a full and complete understanding of the services/deliverables to be provided, demonstrated through the Proposal as presented, as well as a commitment to the Agreement terms and conditions set out in Schedule F. It is the intention of the Partnership to enter into an Agreement with the Proponent providing the best value to the Partnership as identified through the evaluation process.

If no Proponents demonstrate appropriate qualifications or experience, the Partnership may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Proponents.

1.10 Pricing and Timing

Please submit the price for completion of this project (both fees and expenses). The Proponent should assume that it is required to supply all necessary professional staff to undertake the project. The Proponent shall provide *a firm maximum ceiling price, not to exceed \$200,000 including applicable taxes and expenses* for this



assignment. The Proponent should submit pricing (Schedule C) in a separate sealed package or separate electronic file from the rest of the Proposal (see Section 1.3).

1.11 *AODA Compliance Legislation*

As part of its response to this RFP, a Proponent may describe all measures that the Proponent intends to implement or make available in order that the Deliverables provided in response to this RFP be in compliance with applicable standards under the Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”) and its regulations, including but not limited to (i) any training that has been, or will be, provided to Proponent’s staff; and (ii) all policies implemented by the Proponent in respect of the AODA and its regulations. The Agreement shall require that the successful proponent provide all deliverables in accordance with AODA and its regulations.



2.0 SUPPLEMENTARY TERMS AND CONDITIONS

The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

2.1 *All New Information to Proponents by way of Addenda*

This RFP may be amended only by a written addendum (an “**Addendum**”) in accordance with this section. If the Partnership, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addenda made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. **It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP.** The Partnership will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

2.2 *Ownership of Proposals*

All information obtained by the Partnership from Proponents in connection with this RFP will remain with the Partnership and be retained for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by the Partnership if permitted or required by law.

2.3 *Governing Law of RFP Process*

The RFP 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.

2.4 *Proponents to Follow Instructions*

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made. Proponents responding to the RFP should provide additional information related to contacts and their corporate identity and status.

- The Proponents must submit a signed Form of Offer in the form of Schedule B with its Proposal.
- The Proponent should identify a single point of contact through which all communications from the Partnership will be channeled.



- Corporate information and signing authority: The legal status (incorporation, partnership, etc.) and registered legal name of the Proponent must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Proponent's signing authority for the Agreement. Proponents should also include their HST number or the relevant information required for taxation purposes.

2.5 *Proponents Shall Bear Their Own Costs*

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

2.6 *Communication after Issuance of RFP*

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities, and may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2, before the Deadline for Proponent Enquiries set out in Section 1.7. No such communications are to be directed to the Partnership in any other manner. It is the responsibility of the Proponent to seek clarification from the Partnership on any matter it considers to be unclear. The Partnership is under no obligation to provide additional information; but, may do so at its sole discretion.

2.7 *Partnership May Seek Clarification and Incorporate Response into Proposal*

The Partnership reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. The response received by the Partnership from a Proponent shall, if accepted by the Partnership, form an integral part of that Proponent's Proposal. The Partnership reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. If the Partnership receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Partnership to be inaccurate, incomplete, faulty or misleading, the Partnership reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

2.8 *RFP Incorporated into Proposal*

All of the provisions of this RFP and its schedules are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.



2.9 Confidentiality

All information received by the Proponent provided by or obtained from the Partnership in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Partnership and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to the Partnership immediately upon the request of the Partnership.

2.10 Disqualification

The Partnership may disqualify a Proposal on grounds of faulty submission, improper conduct or provision of inaccurate or misleading information by the Proponent.

2.11 Reserved Rights

The Partnership, without liability, cost or penalty reserves the right to:

1. amend or supplement this RFP at any time prior to five (5) calendar days before the Proposal Submission Deadline;
2. reject any or all Proposals in its absolute discretion;
3. make public the names of any or all Proponents;
4. verify with any third party any information set out in a Proposal;
5. check references other than those provided by any Proponent;
6. disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
7. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
8. accept any Proposal in whole or in part;
9. accept Proposals from more than one Proponent;
10. cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
11. adjust the scoring of or reject a Proponent's Proposal on the basis of:
 - (i) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the information provided by a Proponent pursuant to the Partnership exercising its clarification rights under this RFP process; or
 - (iv) other relevant information that arises during this RFP process; or



12. waive formalities and accept Proposals that substantially comply with the requirements of this RFP.
13. This RFP is not an offer to enter into a bidding contract (often referred to as "Contract A") or a contract to carry out the services contemplated in this RFP (often referred to as "Contract B"). Neither this RFP nor the submission of a response nor its receipt by the Partnership shall create any contractual rights or obligations whatsoever on either the Partnership or any Proponent, nor oblige the Partnership in any manner whatsoever.

2.12 *Bait and Switch*

By submitting a Proposal the Proponent agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its Proposal.

The Proponent agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to the Partnership's RFP. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the Partnership. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. The Partnership shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The Partnership shall not unreasonably withhold approval of staff changes.

2.13 *Execution of the Agreement*

In addition to all of the Partnership's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within one hundred twenty (120) days after notice of selection, the Partnership may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

2.14 *Negotiations*

The Partnership may award a contract on the basis of initial Proposals received, without discussion. Therefore, Proponents' Proposals should contain the Proponents best terms/information, including all required documentation.

The Partnership reserves the right to enter into discussions/negotiations with the preferred Proponent. The Partnership has the right, as part of the discussion/negotiation to negotiate changes, amendments or modifications to the Proposal as submitted, without offering other Proponents the opportunity to amend their Proposals.



There shall not be a binding contract unless and until the Partnership and the Proponent have entered into the agreement for the provision of the services contemplated in this RFP on terms and conditions acceptable to the Partnership and the preferred Proponent, at which time the preferred Proponent shall become the successful Proponent.

If for any reason, the Partnership is unable to negotiate a successful contract with the selected Proponent, the Partnership may terminate the negotiations and may either terminate the RFP process or proceed to enter into negotiations with another Proponent, who shall thereupon become the selected Proponent. This process would continue until a contract has been executed, the RFP process is terminated or the Proponents have been rejected.



SCHEDULE A - Services and Deliverables

Background

The Partnership is looking enhance its current CRM tool from Microsoft Dynamics CRM 4.0 to Microsoft Dynamics 365 to better meet its stakeholder management needs. This enhancement will also include the integration of a marketing automation tool, ClickDimensions.

As the steward of the Canadian Cancer Control Strategy, the Canadian Partnership Against Cancer (the Partnership) relies on building collaborative relationships with stakeholders working within the Canadian cancer control community to achieve its goals. For this reason, it is essential that the Partnership captures up-to-date contact information for all its stakeholders (individuals, organizations and partners), the role they play in the cancer control landscape and how they interact with the Partnership, in a manner that meets Canadian Anti-Spam Legislation. Since 2010, the Partnership has been using CRM for this purpose.

Purpose & Context

The primary purpose of this project is to select a vendor to configure the CRM and marketing automation tools to successfully meet Partnership business requirements as well as develop the training and roll-out plan for staff. The current version of the tool has not been properly configured to meet the needs of Partnership stakeholder management and adoption of the CRM tool is low across the organization due to a negative user experience. A marketing automation tool has also not been incorporated into the current CRM tool and this has led to multiple tools being used across the organization for eCommunications purposes.

Project Scope

The Partnership is seeking the services from a vendor with proven experience and understanding of CRM tools to:

1. Configure Microsoft Dynamics 365 and ClickDimensions tools to meet Partnership business requirements and CASL compliance ([see Appendix A](#))
2. Migrate from current environment to new tools
3. Co-lead the roll-out of training to staff on how and why they should use the new tools in their work
4. Co-create an operational model, in collaboration with the Partnership team, for the ongoing maintenance of the system

Project Deliverables

The vendor is expected to provide the following deliverables over the course of the project:



- i. Ongoing project management
- ii. Overall project plan that includes the following elements:
 - a. Configuration of Microsoft Dynamics 365 and ClickDimensions tools according to the Partnership's business requirements and CASL compliance
 - b. Migration Plan from the current CRM environment to new environment
 - c. Organizational training plan that includes a long-term roadmap around how best to roll-out the new tools
- iii. Co-creation of training workshops during roll out
- iv. Development of initial e-communications templates that internal stakeholders can leverage in their outreach materials
- v. Development of an operational model to ensure sustainability

Project Outcomes

The intended outcomes for this project include:

- i. Increased staff knowledge of the value of CRM, including how it works and why it is important
- ii. Improved CRM user experience for adding/updating contact information and for creation of outbound communications (through Click Dimensions)
- iii. Increased adoption and ongoing use of the Partnership's CRM tool across the organization
- iv. Improved reporting capabilities embedded within the CRM that allows the Partnership to understand how we are interacting with our stakeholders
- v. Implementation of a CRM governance model
- vi. Use of a centralized eCommunications tool that is CASL compliant
- vii. Increased understanding of CASL across the organization and how best to communicate electronically with stakeholders

What the Partnership will provide

- i. Access to all requirements and current state documentation
- ii. Dedicated project team



SCHEDULE B - Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

To the Canadian Partnership Against Cancer:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other relevant name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is governed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

(e) The Proponent is:

Proponents must select one of the following choices.

- an individual {Provide HST/GST #}
- a sole proprietorship {Provide HST/GST #}
- a corporation {Provide HST/GST #}
- a partnership {Provide HST/GST #}
- a joint venture {Provide HST/GST #}
- an incorporated consortium {Provide HST/GST #}
- a consortium that is a partnership {Provide HST/GST #}
- other legally recognized entity: {Specify type, provide HST/GST # or state "N/A".}

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the



Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Agreement Terms and Conditions set out in Schedule F of the RFP, and offers to provide the Deliverables in Schedule A in accordance therewith at the price set out in the Pricing Sheet at Schedule C.

3. Mandatory Forms

(a) The Proponent encloses herewith as part of the Proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Schedule B)		
Pricing Sheet (Schedule C)		
References (Schedule D)		
Deliverables and Milestones (Schedule E) (for Project RFP's or as requested)		

4. Price

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

5. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None" .}

6. Bid Validity

The Proponent agrees that its Proposal shall be valid for ninety (90) days following the Proposal Submission Deadline.

7. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those



disclosed in this Form of Offer. Where the Partnership discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

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

- a) in relation to the RFP process, the Proponent 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 Proposal that is confidential to the Partnership and not available to other Proponents;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or
 - iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations under the Agreement, the supplier'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 judgment; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

Proponents must choose one of the following two options.

The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. The details of the actual or potential Conflict of Interest are as follows:



8. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, 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 Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Execution of Agreement

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute a Services Agreement incorporating the terms and conditions set out in Schedule F to the RFP, in accordance with the terms of the RFP.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date: I have authority to bind the Proponent.



SCHEDULE C - Pricing Sheet

The Contractor shall deliver the following goods or services or both under this Contract.

Table 1: Budget by Deliverable.

Enter the budget against each milestone specified in Schedule E: Description of Goods and Services

Deliverable	Work fort days hours)	Ef- (# or	Hourly/per diem Rate	Total Cost
1.				
2.				
3.				
4.				
1.				
2.				
3.				
4.				
1.				
2.				
3.				



4.			
1.			
2.			
3.			
4.			
Subtotal			
HST			
Additional Expenses			
Total Budget			

Additional Expenses

Please provide a list of all additional expenses including but not limited to: administrative costs, out of pocket expenses, transportation, food etc.

Total Proposed Price (Agreement Ceiling Price for fees) \$

This Proponents Submission is made entirely in accordance with **RP331-2017-01** by your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the same manner as had such terms and conditions appeared above your signature, and that you have the authority to bind the Proponents.



Signature of Proponent representative:

Name and Title of Proponent representative:

Date:

I have authority to bind the Proponent.



SCHEDULE D - Reference Form

Form D1

Each Proponent should provide references from three (3) different clients (excluding the Partnership) who have obtained services similar to those required in this RFP from the Proponent within the last three (3) years.

The Partnership is not required to contact all references provided by the proponent. In addition, references other than those provided by the proponent (including but not limited to Partnership staff) may be contacted to obtain additional information that will be used in evaluating the Proponent's past performance.

Past performance will be evaluated on a pass/fail basis. Items to be evaluated include but is not limited to:

- 1. Conformance to contract requirements*
- 2. Adherence to contract schedules*
- 3. Cost Performance*
- 4. Risk Management*
- 5. Reasonable and Cooperative behavior (Business relations)*
- 6. Commitment to Customer Service*
- 7. Concern for the interest of the Customer*

Proponent: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	



Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Form D2**

Each Proponent should provide references from two (2) different clients (excluding the Partnership) to whom each candidate proposed for a key role has provided services within the last three (3) years in a role similar to that set out for the candidate in the Proposal.

Please include in the Proposal a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.

Name of Candidate: _____
Proposed Role: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	



SCHEDULE E - Project Deliverables and Milestones

The Contractor shall deliver a detailed work plan, including the deliverables, timelines and project team accountabilities under this Contract.

Deliverable/Milestone	TimeLine	Responsi- bility



SCHEDULE F - Additional Terms and Conditions For Agreements

Background:

The funding for this Agreement provided by the Partnership is, in whole or in part, obtained pursuant to a funding agreement (“Health Canada Contribution Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (“Minister”);

The Health Canada Contribution Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The Contractor acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The Parties agree that the following terms and conditions are included in addition to any other terms of the Agreement:

1. Definitions:

In this Agreement:

- a) “Agreement” means this agreement and all schedules and any amendments made to this agreement in accordance with its terms;
- b) “Amount” means the amount expressed in the Agreement to be payable to the Contractor for the Work;
- c) “Party” means the Partnership or the Contractor or any other signatory to the Agreement and “Parties” means all of them.

2. Accounts and Audit

- a) The Contractor shall keep proper and accurate Work-related accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Partnership, dispose of any such accounts and records, including invoices, receipts or vouchers, until the expiration of six (6) years after final payment under this Agreement, or until the settlement of all outstanding claims and disputes, whichever is later.
- b) All such accounts and records shall at all times during the retention period referred to in subsection a) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada to confirm compliance with this Agreement and the appropriate use of funds, who may make extracts from and/or make copies thereof. The Contractor shall provide access to its premises and reasonable facilities for such audits, inspections and examinations and shall furnish all such information as the representatives may

from time to time require with respect to such accounts and records. The Partnership shall be entitled to monitor and review the Work through site visits or other means.

3. Appropriation

Each payment to be made under the Agreement at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

4. Assignment

- a) The Contractor shall not assign this Agreement or any payment, right or obligation hereunder without the prior written consent of the Partnership. Any assignment made without that prior written consent is void and of no effect.
- b) No assignment of this Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership. This Agreement binds the Parties and their respective successors and permitted assigns.

5. Changes

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Parties decide that modifications to the Work or to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Parties, provided that no increase shall be made to the maximum Amount payable hereunder and further provided that no other term of this Agreement may be altered in this fashion.
- b) If the change is greater than 15% or \$50,000 of the maximum Amount payable, whichever is lesser, or if the maximum Amount payable changes, the formal amendment process, signed by the approved delegated authority, shall apply.
- c) If the Partnership, acting reasonably, determines that modifications to the Work are needed (including substituting deliverables), the Contractor shall use commercially reasonable efforts to accommodate the Partnership’s request for modifications in a manner that avoids changing the maximum Amount payable.

6. Communications

- a) If this Agreement requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice;
- b) Any person related to the Contractor shall, where appropriate, ensure that: (i) communication, announcements or doc-



uments for the general public concerning services, programs, projects or activities are provided in both official languages; (ii) any services, programs, projects or activities to be delivered by the Contractor to the general public are delivered in both official languages; (iii) any services provided to official language minority communities are provided in a manner that they may participate in these services on a basis comparable to the majority language community; and (iv) consultations with stakeholders on services, programs, projects or activities encourage participation in both official languages, as well as representatives from official language minority communities.

7. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations and policies relating to the performance of the Work including, without limitation, those concerning privacy and confidentiality, health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Partnership at such times as the Partnership may reasonably request.

8. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with this Agreement, or acquired by the Contractor in the course of performing the Work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Agreement, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause those with whom it shares such information, during as well as after the performance of any Work under this Agreement, any information to which the Contractor becomes privy as a result of acting under the Agreement.
- b) This section does not apply to any information that:
 - i. is publicly available from a source other than the Contractor;
 - ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information; or
 - iii. is required to be disclosed by law or by court or other lawful authority.
- c) If the Contractor is required, by law or by a court or other lawful authority, to disclose the Partnership's confidential information, the Contractor shall: promptly notify the Partnership before making any such disclosure, if such notification is not prohibited by law, the court or other lawful authority; cooperate with the Partnership on the proposed form and nature of the disclosure; and ensure that any dis-

closure is made in accordance with the requirements of applicable law and within the parameters of the specific requirements of the court or other lawful authority.

- d) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the Work and any copies of the information, in any form whatsoever.

9. Conflict of Interest and Government Contracting

- a) The Contractor represents and warrants that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the Term, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Agreement that no individual who is subject to the provisions of the *Conflict of Interest Act*, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector* or any other values and ethics codes applicable within provincial or territorial governments or specific organizations shall derive a direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.
- c) The Contractor represents and warrants that the Contractor, and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
- d) The Contractor represents, warrants and covenants that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a member of the family of such a person with a view to influencing the entry into this Agreement or the administration of this Agreement.
- e) The Contractor acknowledges and agrees that the Partnership will provide the Minister with access to this Agreement.

10. Relationship of the Parties

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership or joint venture between the Parties. The Contractor shall not represent itself (including in any agreement with any third party) as the agent, employee or partner of the Partnership or in a manner that could lead a member of the public to believe that the Contractor is an agent, employee or partner of the Partnership. The Contractor shall be solely responsible for any and all deductions and payments required to be made from or to employees, including those required for Canada or Quebec pension plans, employment insurance, worker's compensation and income tax.

**11. Dispute Resolution**

If the Parties have a dispute relating to any matter subject to this Agreement, the Parties shall deal with that dispute through court action.

12. Entire Agreement

The Agreement, including its schedules, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all previous agreements, understandings, negotiations and discussions, both oral and written, between the Parties unless they are incorporated by reference in this Agreement. All amendments to this Agreement are to be made in writing and signed by the Parties.

13. Further Assurances

The Contractor shall do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Agreement.

14. Indemnification

- a) The Contractor shall indemnify and save harmless the Partnership and its directors, officers, employees, agents, successors and assigns from and against all claims, losses, damages, costs, expenses, including solicitor/client fees, administrative fees and disbursements, causes of action, actions and other proceedings ("Claims"), made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any environmental effect, injury to or death of a person or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership and for the use of an invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under this Agreement, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to this Agreement, except that the Partnership will not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Partnership or its employees or agents.
- b) The Contractor's obligation of indemnity or reimbursement of the Partnership under this Agreement shall not affect or prejudice the Partnership from exercising any other rights it has under law.
- c) To the extent that any third party, in reliance upon representations made by the Contractor, considers the Contractor

to be an agent or employee of the Partnership, the Contractor shall indemnify and save harmless the Partnership for any Claims occasioned thereby by such third party.

- d) The Contractor shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Contractor in carrying out the Work under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

15. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Agreement except to the extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

16. Inspection of the Work

- a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of this Agreement, if any, prior to acceptance. The Partnership or its representatives, shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Agreement, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Partnership shall inform the Contractor of the reasons for any such rejection.
- b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct. Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of this Agreement.
- c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of this Agreement and for any period of time thereafter provided for in this Agreement.

17. Intellectual Property

- a) Intellectual property developed for this Agreement shall vest in and be owned by the Partnership.
- b) The Partnership shall have a nonexclusive royalty-free sublicenseable right to use any other intellectual property of the



Contractor required to use the intellectual property developed for this Agreement.

18. Invoicing

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, which shall include the following information:
 - i. Contractor name and address;
 - ii. Number assigned by the Partnership, if any, to this Agreement;
 - iii. Contractor's Invoice Number and Date;
 - iv. Name of the individual at the Partnership supervising this Agreement;
 - v. Period in which services were rendered;
 - vi. Deliverables and/or milestones completed and attached (when applicable); and
 - vii. Total amount for services rendered, HST shown separately.
- b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in this Agreement.

19. Language

The parties confirm it is their wish that this Agreement be drawn up in the English Language. Les parties confirment qu'ils souhaitent que le présent accord soit rédigé en anglais.

20. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

21. Minimum Information in this Agreement

This Agreement shall include the following minimum information:

- a) a description of the Work, a budget, the Amount to be paid and clear expectations as to the results expected through carrying out the Work;
- b) the effective date, the date of signing and the term of this Agreement;
- c) conditions that must be met before payment is made and the schedule and basis of payment; and
- d) the maximum amount payable.

If at any time it is discovered that this Agreement does not contain all or any part of the minimum information required, the Parties shall use their best efforts in good faith to amend this Agreement to include the information that is missing.

22. Notices

Where in this Agreement any notice, demand, request, direction or other communication is required to be given or made by a Party, it shall be in writing and is effective if

sent by any means, including electronic means, addressed to the Party for whom it is intended at the address mentioned in this Agreement, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Party, if by electronic means, one business day after having been sent and if by mail, five business days after being mailed. The address of a Party may be changed by notice in the manner set out in this provision.

23. Payment

- a) Payments under this Agreement, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work, to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.
- b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.
- c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation or the performance of this Agreement by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.
- d) Notwithstanding any other provision of this Agreement, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

24. Powers of the Partnership

Every right, remedy, power and discretion vested in or acquired by the Partnership under this Agreement or by law shall be cumulative and non-exclusive.

25. Proactive Disclosure

- a) Information contained in this Agreement in relation to the following data elements: Contractor name, reference number, Agreement date, description of Work, Agreement period or delivery date, and Agreement value, may be posted on the Partnership's website. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on the website.
- b) This "public disclosure" is intended to ensure that Agreement information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

26. Reporting

- a) The Contractor shall provide the Partnership with such progress reports, including financial matters, as are called for on the Work under this Agreement and, in any event, no less frequently than annually for the period ending March



31 of each year. Unless otherwise provided in this Agreement, the form and substance of the progress report shall be acceptable to the Partnership.

- b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the Work for a specified period of time (no more than a 12 month period).
- c) The Partnership may withhold or reduce any payments to be made to the Contractor under this Agreement if any report has not been submitted by the Contractor in accordance with the requirements of this Agreement.

27. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

28. Status and Replacement of Personnel

- a) If at any time during the Term the Contractor is unable to provide the services of any person who was to perform the Work, it shall immediately advise the Partnership and provide a replacement person with similar qualifications and experience.
- b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.
- c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

29. Subcontracting

- a) Unless otherwise provided in this Agreement, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any time. The Partnership shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in this Agreement.
- c) Any consent to a subcontract shall not relieve the Contractor from its obligations under this Agreement or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

30. Survival

All obligations of the Contractor shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature expire.

31. Termination Due to Default

- a) The Partnership may, by notice to the Contractor, terminate this Agreement if:
 - i. the Contractor becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of cred-

itors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved;

- ii. the Contract has made materially false or misleading representations or statements, or provided materially false or misleading information to the Partnership on any matter related to this Agreement, other than in good faith (the Contractor shall demonstrate good faith);
 - iii. the Contractor fails to perform or comply with any term, condition or obligation under this Agreement; or
 - iv. in the opinion of the Partnership, the Contractor fails to proceed diligently with the Work so as to jeopardize performance of this Agreement in accordance with its terms.
- b) If the Partnership terminates this Agreement under subsection a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for any excess costs relating to the completion of the Work.
 - c) Upon termination of this Agreement under subsection a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work that has not been delivered and accepted prior to such termination and any materials or work-in-process that the Contractor has specifically acquired or produced for the fulfillment of the Agreement. The Partnership shall pay the Contractor for all finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.
 - d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
 - e) If, after the Partnership issues a notice of termination under subsection a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled "termination or Suspension Without Cause" and the rights and obligations of the Parties shall be governed by that section.

**32. Termination or Suspension Without Cause**

- a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Agreement may be given subsequently.
- b) All Work completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of this Agreement.
- c) All Work not completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership to the Contractor on the following terms:
 - i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Agreement or approved in writing by the Partnership for the purpose of the Agreement, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of this Agreement;
 - ii. all costs of and incidental to the termination of this Agreement, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.
- d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part thereof so terminated.
- e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
- f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

33. Time of the Essence

- a) Time is of the essence of this Agreement.
- b) Any delay by the Contractor in performing the Contractor's obligations under this Agreement which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available

to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

- c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- d) Notwithstanding that the Contractor has complied with the requirements of this section, the Partnership may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause".

34. Waivers

The fact that the Partnership refrains from exercising a remedy or right that it is entitled to exercise under this Agreement shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on the Partnership shall not prevent it in any way from later exercising any other remedy or right under this Agreement or applicable law, unless the Partnership waives such remedy or right in writing.

35. Warranty

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of this Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of this Agreement, provided that with respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsection a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of this Agreement.



36. Counterparts

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and all counterparts taken together shall constitute one and the same Agreement.



Appendix A - CRM & E-Communication Requirements

- See Microsoft Excel Sheet Embedded within this PDF