

REQUEST FOR PROPOSALS

External Engagement for the Assessment of Annual Cancer System Performance Indicators

RFP No. RP460-2019-01

ISSUE DATE:	Monday February 25, 2019
DEADLINE FOR PROPONENT ENQUIRIES	Monday March 11, 2019 by 5:00pm ET (Toronto Local time)
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Wednesday March 13, 2019
PROPOSAL SUBMISSION DEADLINE	Wednesday March 20, 2019; no later than 3pm ET (Toronto local time)
INTERVIEWS	Thursday March 28 and Friday March 29, 2019

PROponent ENQUIRIES only by e-mail to:
procurement@partnershipagaincancer.ca

****Proponents should reference this RFP number (RFP No. RP460-2019-01) in the subject line of their correspondence.****

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About the Canadian Partnership Against Cancer

As the steward of the [Canadian Strategy for Cancer Control](#), the Partnership works with partners to reduce the burden of cancer on Canadians. Our partner network - cancer agencies, health system leaders and experts, and people affected by cancer - brings a wide variety of expertise to every aspect of our work. After 10 years of collaboration, we are accelerating work that improves the effectiveness and efficiency of the cancer control system, aligning shared priorities and mobilizing positive change across the cancer continuum. From 2017-2022, our work is organized under five themes in our [Strategic Plan](#): quality, equity, seamless patient experience, maximize data impact, sustainable system. The Partnership continues to support the work of the collective cancer community in achieving our shared 30-year goals: a future in which fewer people get cancer, fewer die from cancer and those living with the disease have a better quality of life. The Partnership was created by the federal government in 2006 to move the Strategy into action and receives ongoing funding from Health Canada to continue leading the Strategy with partners from across Canada. Visit www.partnershipagainstcancer.ca.



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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 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 six (6) printed hard copy of the packaged in a sealed envelope and labelled with the Proponent's name and address, delivered to the address below before the Proposal Submission Deadline:

Canadian Partnership Against Cancer Corporation
145 King Street West, Suite 900
Toronto, ON M5H 1J8
Attention: Teresa DeFrenza

Proponents must also submit the Proposal in electronic copy in Microsoft Word format or portable document format (PDF), 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 will not be accepted.

It is the sole responsibility of the Proponent to ensure that its Proposal is received by the Partnership before the Proposal Submission Deadline.

1.4 *Amendment and Withdrawal of Proposal*

Proponents may amend their Proposals prior to the Proposal Submission Deadline by withdrawing a submitted Proposal and resubmitting the amended Proposal prior to the Proposal Submission Deadline.

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, the Proponent may withdraw its Proposal. To withdraw the Proposal, a notice of withdrawal signed by an authorized representative of the Proponent must be sent to:

procurement@partnershipagainstcancer.ca

The Partnership is under no obligation to return withdrawn Proposals.

1.5 *Agreement for Deliverables*

The selected Proponent will be invited to enter into an agreement (the “Agreement”) with the Partnership for the provision of the Deliverables. The final terms of the Agreement may be negotiated with the selected Proponent. However, Proponents are advised that the Agreement is expected to include the terms and conditions set out in Schedule F to this RFP.

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 **November 30, 2019**, 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 **three (3) months**.

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

The following is the schedule for this RFP:

ISSUE DATE:	Monday February 25, 2019
DEADLINE FOR PROPONENT ENQUIRIES	Monday March 11, 2019 by 5:00pm ET (Toronto Local time)
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The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

1.8 Proposal Content

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 candidate (excluding the Partnership) demonstrating relevant experience for the proposed role within the last three years (Schedule D Form 2);

1.9 Pricing and Timing

Please submit the price for completion of this project (fees, expenses and cost of online engagement tool). The Proponent should assume that it is required to supply all necessary professional staff to undertake the project. The price should not exceed **\$145,000 including applicable taxes and expenses**. Note that the budget must provide a breakdown of billable hours by individual Proponent team member and must show



hourly rate and number of hours broken down by major project phase (and by team member) and include the licensing and other acquisition cost for software required for the online tool(s) in a separate line (Schedule C).

1.10 Key Personnel

The key personnel who are named in the Proposal will be expected to 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 would have to demonstrate similar qualifications and experience as required to successfully perform such duties. Under the Agreement, the Partnership will have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project.

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 will require that the successful Proponent provide all Deliverables in accordance with AODA and its regulations.

1.12 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**”).

1.12.1. Mandatory Criteria

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

MANDATORY FORMS:
Submission Form (Schedule B)
Pricing Sheet (Schedule C)
References (Schedule D)
Deliverables and Milestones (Schedule E)



1.12.2. *Rating Criteria*

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

Evaluation Criteria	Weighting
<p>Qualifications and experience of the Proponent organization</p> <ul style="list-style-type: none"> • Demonstrated experience bringing together external partners and stakeholders through iterative, pan-Canadian discussions – mostly online – to inform the development of health system performance indicators • Demonstrated use of innovative quantitative and qualitative methods to support iterative, large-scale consultations with diverse audiences including clinicians, policy decision makers, researchers, subject matter experts, and patient and family advisors • Demonstrated knowledge and use of online tools and tactics to effectively engage partners on dynamic, mostly asynchronous online discussions, using mixed methods when necessary to achieve engagement goals • Demonstrated understanding of system performance measurement principles and relevant experience guiding the development of performance indicators in the health care sector • Demonstrated experience working with federal, provincial and/or territorial governments, and national public sector organizations on an iterative fashion 	<p>15%</p>
<ul style="list-style-type: none"> • Qualifications and experience of key members of the proposed team • Each key member(s) of the proposed team must have at least five (5) years of experience in consulting for the health care or public sector and/or in developing and implementing innovative stakeholder engagement tools and approaches relevant to the needs of this project. • At least two (2) members of the proposed team must have consulting experience in the health care or government sector, in the last three (3) years, including designing, planning, executing, facilitating, managing, analyzing and reporting on large-scale, iterative online consultations on complex topics • It is preferred that members of the proposed team have experience working together on previous projects • Understanding of the cancer control sector, and cancer in general, is a strong asset • Ability to work and communicate effectively (verbal and written) 	<p>15%</p>



<p>in both English and French and to translate written communication between the two languages is required of at least one member</p>	
<p>Quality of the proposed external engagement approach and work plan (adequacy of project team structure, work plan, client engagement, reporting and controls, likelihood of timely delivery)</p> <ul style="list-style-type: none"> • Proposed approach demonstrates an understanding of project outcomes and milestones, including breadth, complexity and significance • Description of Proponent’s approach, milestones and timelines, including consultation, engagement tactics, analysis of information and online tools/platforms that could be employed to achieve project milestones • Demonstrated plan to achieve all objectives and milestones as outlined in schedule A, including, • consultation and engagement approach that could be employed to achieve project milestones • online tools, virtual platforms and other methods to support external partner engagement and the analysis of quantitative and qualitative input • project risks and risk management strategies • Demonstrated effective project management principles, including proactive communication with the Partnership team, iterative engagement with the Partnership throughout, controls and risk management strategies from start to finish • Proposal content exhibits clear understanding of the Partnership’s needs, key milestones and desired outcomes • Proposal content aligns strongly with the requirements and timelines as summarized in this RFP 	<p>25%</p>
<p>Interviews</p> <ul style="list-style-type: none"> • Representation and participation from proposed main point of contact (mandatory) and team members • Thoughtful and high-quality discussion that demonstrates strong understanding of milestones, project risks and objectives and provides insight on the needs articulated in the RFP • Clarity of overview of proposed project approach, including consultation and engagement tactics that could be employed, as well as analysis methods to process and summarize qualitative and quantitative information gathered from partners • Clear understanding and expertise of the online tools and virtual platforms proposed including the presentation of a short demo of proposed online tools and virtual platforms during the interview • Presentation of at least one (1) example or case study of a similar project, including results and engagement methods used to 	<p>20%</p>



achieve project deliverables • Overall fit with Partnership team	
Price (see Section 1.10 above)	25%
Total	100%

1.12.3. *Stages of the Proposal Evaluation*

The Partnership will 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 Criteria. If a Proposal fails to satisfy all of the Mandatory Criteria, the Partnership will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies within a period of 2 business days from the date of the notice (the “Rectification Period”). If the Proponent fails to satisfy all of the Mandatory Criteria within the Rectification Period, the Proposal will be disqualified. If a Proposal is disqualified, it will not be further evaluated.

Stage II

Stage II will consist of a scoring by the Partnership of each qualified Proposal on the basis of the rating criteria. The Partnership may shortlist the top scoring Proposals and the Proponents 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

Stage III will consist of a scoring of the pricing submitted. The evaluation of price may be undertaken after the evaluation of mandatory criteria (Stage I) and any rated criteria (Stage II) has been completed.

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

$$\text{Proponent's price score} = \text{lowest proposal price} \div \text{Proponent's price} \times \text{weighting}$$



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, the highest scoring Proposal will be selected and the Proponent of that Proposal will be invited to finalize and enter into the Agreement.

1.13 *Negotiations and Finalization of Agreement*

The final terms of the Agreement may be negotiated with the selected Proponent. However, Proponents are advised that the Agreement is expected to include the terms and conditions set out in Schedule F to this RFP.

Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the Partnership or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. Negotiations may include requests by the Partnership for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Partnership for improved pricing or performance terms from the Proponent.

The Partnership intends to conclude negotiations and finalize the agreement with the selected Proponent within 30 days from the date the Partnership invites the selected Proponent to enter negotiations.

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the that time period, the Partnership may discontinue negotiations with the selected Proponent and may cancel the RFP process or invite the next-highest-scoring Proponent to enter into negotiations. This process will continue until an agreement is finalized or until the Partnership elects to cancel the RFP process.

2.0 SUPPLEMENTARY TERMS AND CONDITIONS

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 Retention and Disclosure of Proposals

All information obtained by the Partnership from Proponents in connection with this RFP will be retained by the Partnership 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.

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 should promptly examine all of the documents comprising this RFP and report any errors, omissions or ambiguities. Proponents 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 Verify, Clarify and Supplement

In the evaluation process, the Partnership may:



- request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proposal;
- interview any or all Proponents to obtain information about or clarification of their Proposals;
- check references other than those provided by any Proponent; and
- consider the Proponent's past performance or conduct on previous contracts with the Partnership or other institutions.

The Partnership may revisit, re-evaluate, rescore or reject the Proponent's Proposal on the basis of any such information.

2.8 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.

2.9 Disqualification

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

2.10 Procurement Process Non-Binding

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor the Partnership will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in response to this RFP.



No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the Partnership by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Partnership to enter into an agreement for the Deliverables.

The Partnership may cancel or amend the RFP process without liability at any time.



SCHEDULE A - Services and Deliverables

Background

The Partnership's System Performance Initiative leads the data collection and development of standardized performance indicators at the system level— this is, pan-Canadian metrics reported by jurisdiction and other high-level demographic categories. To achieve this, the System Performance Initiative works collaboratively with stakeholders across Canada to identify priority areas of the cancer control continuum, develop indicators that measure how well Canada is doing on these priorities, and collect standardized data and report it in knowledge products such as annual Cancer System Performance Reports.

To date, we have published 18 knowledge products including over 80 indicators. Of these, about 30 system performance indicators are reported on an annual basis and encompass the entire cancer control continuum—from prevention and screening, through to treatment and end-of-life care, including long-term outcomes. This data informs provincial cancer agencies, clinicians, policy-makers and researchers about the state of cancer control across the country, areas where progress has been made and opportunities for quality improvements. For more information on past System Performance reports and existing indicators, please visit <https://www.systemperformance.ca/>

Objectives/Purpose

The Partnership is seeking to procure the services of a Proponent to plan and execute consultations with external partners from across the country on the development of a new suite of cancer system performance indicators. The successful Proponent will support the Partnership's System Performance team to:

- a) develop an innovative strategy for effective pan-Canadian partner engagement in all key milestones of the System Performance Indicator Refresh. The engagement will occur mostly online, with one face-to-face meeting with a representative sample of partners at the end of the project
- b) propose, supply, implement and manage online engagement tools/platforms required to effectively engage external partners over a span of approximately 4 to 5 months
- c) manage, guide and facilitate the execution of this engagement approach (and associated online tools/platforms) through all key steps of the Indicator Refresh

The ultimate goal of the external partner engagement is to identify and develop a new set of cancer system performance indicators that can be reported nationally and by jurisdiction. Detailed key milestones of the external partner engagement are provided under the heading "Project scope and deliverables" beginning on page 18.



Rationale for the system performance indicator refresh

An initial suite of 17 annual system performance indicators was created in 2009, following extensive consultations with partners and subject matter experts through a modified Delphi method. This set of indicators has evolved over time—some have been added, modified or replaced altogether—resulting in the current 30 indicators distributed across the cancer control continuum. Although individual metrics have been assessed on a case by case basis in the past 10 years, there is a pressing need to conduct a comprehensive and systematic assessment of these indicators as a consistent set.

With the launch of the new Canadian Strategy for Cancer Control (the Strategy) this year, it is crucial that system performance indicators align with national priorities highlighted in the Strategy, to ensure we are able to benchmark and monitor progress made over time. Therefore, the Partnership is conducting a refresh of its annual system performance indicators, which includes an assessment of existing metrics and development of new indicators that are relevant and related to priorities outlined in the Strategy.

It is fundamental that this new set includes actionable indicators. This means, indicators that point to areas of the cancer system that are ready for change and for which mechanisms to execute such change are well-known. Equally important is the buy-in from stakeholders across the country, so they promote the dissemination and use of this new suite of indicators among their networks and institutions once it is available.

Work to date

The System Performance Initiative has developed a priority-driven conceptual framework, which is intended to guide the selection of actionable indicators that will be included in the new set of annual system performance metrics. This framework will be used to guide external partner consultations in summer/early fall 2019. The framework involves 3 steps:

1. Identify priority areas in the cancer system that are primed for action, using the Strategy as the foundation and starting point
2. Select potential system performance indicators that are best suited for assessing those priority areas using scoring criteria and iterative discussions. The scoring of potential indicators will ensure that selected indicators are feasible, precise, robust and clear. The Partnership has developed scoring criteria for external partners to evaluate potential indicators on this step
3. Reach general agreement on a balanced set of system performance indicators which can be used in public-facing reports in the future (e.g., report cards on the status of cancer control)



What success looks like

- i. An effective external partner engagement strategy is developed, and appropriate online tools/platforms are leveraged and used to maximize partner participation and optimal input, and allows for an active and sustained iterative engagement over the span of the indicator refresh (approximately 4 to 5 months)
- ii. Partners are actively engaged in the selection of this new set of indicators, so that at the end of the process they are confident in its quality, robustness and applicability. The Partnership will ask participating external partners to fill out an evaluation survey at the end of the project to assess the level of success in attaining this goal

Project Scope and deliverables

Given the iterative nature of the priority-driven conceptual framework, we require a creative and proactive strategy to engage about 200 external partners across the country. These partners already hold a relationship with the Partnership and will be identified for the successful Proponent. We anticipate a broad engagement at the start (e.g., 200 external partners in step 1), recognizing that partners will likely show different levels of engagement and active participation throughout the project.

The Partnership is seeking a Proponent to oversee and manage efforts associated with external partner engagement activities and to identify effective online consultation tools/platforms and other tactics to support the Indicator Refresh and achieve key deliverables outlined below. Projected deliverables may be subject to further adjustments as the detailed plan is finalized and approved.

We anticipate having a Proponent onboarded and ready to start in late-April and provide final deliverables in October 2019.

Milestone	Key activities
Information gathering on the Partnerships' specific needs for external engagement	Plan and lead meetings with the Partnership's System Performance team to discuss and understand the specific needs and requirements for the indicator refresh.
Development of a tailored external engagement plan (engagement tactics and online tools/platforms)	Design an effective external partner engagement approach and a detailed plan that is aligned with the conceptual framework (see section "work to date", pages 17-18). This includes: <ul style="list-style-type: none"> • proposing a range of innovative and impactful engagement tools and digital tactics, and incentives to promote participation and sustained engagement



	<p>through the indicator refresh</p> <ul style="list-style-type: none"> identifying the right online engagement tools/platforms to support external partner engagement and to gather the information needed to identify and select actionable system performance indicators effective methods to analyze quantitative and qualitative data collected through these tools, ensuring that each step of the engagement process is built upon the previous one, as this is intended to be an iterative, continuous discussion with external partners <p>Deliverables</p> <ul style="list-style-type: none"> Detailed Project Plan: This should include a written report on the external engagement strategy with a description of the online tools and virtual platforms and how these will be used on each step of the process as outlined in the conceptual framework. It also should highlight potential challenges, risks and mitigations strategies associated to the external engagement and use of online tools/platforms Online engagement tools/platforms: Identify and propose online engagement tools/platforms, aligned with the conceptual framework steps, to support iterative consultations with external partners <p>Both the project plan and online tools/platforms will require final approval from the Partnership before moving forward to execution</p>
<p>Execution of external partner engagement plan and implementation of online tools/platforms</p>	<p>Manage online tools and platforms to guide online discussions and participation through the steps of the conceptual framework, and course-correct when necessary to optimize participation</p> <p>Provide customer service to external partners to troubleshoot problems with online engagement tools/platforms</p> <p>The external engagement to achieve general agreement on a final set of indicators (step 3 of conceptual framework) will likely take place during an in-person meeting, currently slated for October 2019. This meeting will be mostly led by the System performance</p>



	<p>team.</p> <p>Deliverables</p> <ul style="list-style-type: none"> • Provide regular updates to the System Performance team on external partner participation and engagement, and advice on strategies for course-correction, if needed • Prepare and deliver presentation on key findings of the indicator refresh during an in-person meeting with external partners (step 3). This presentation will provide the necessary information for partners to discuss and consolidate a final set of system performance indicators.
<p>Data collection</p>	<p>Analyze quantitative and qualitative data collected through the online tools/platforms through the steps outlined in the conceptual framework, including, at minimum</p> <ul style="list-style-type: none"> ○ Step 1 - Summary of key priority areas in the cancer system that are primed for change, and a list of priorities that are not ready for change but could benefit from future reporting ○ Step 2 - List of potential indicators ranked based on the score provided by external partners and summary of considerations for each indicator, when applicable ○ Step 3- Document key takeaways during the in-person meeting <p>Deliverables</p> <ul style="list-style-type: none"> • Interim summary documents at the end of each step
<p>Project closing</p>	<p>Wrap-up project with the delivery of a final report and evaluation survey. This involves developing and conducting an online evaluation survey to external partners who participated to assess their online engagement experience and use of tools/platforms</p> <p>Deliverables</p> <ul style="list-style-type: none"> • Evaluation survey: A short evaluation survey that ask external partners about their engagement experience and level of satisfaction with the process at the end of the project • Final report: This includes a written report which integrates information gathered from all of the engagement tools, platforms and methods used and



	<p>provides, at a minimum, the following</p> <ol style="list-style-type: none">a. Executive summaryb. Methodologyc. Summary of information gathered on each step of the Indicator Refreshd. Final set of indicators list, including any recommendations/caveats for data collection and reporting brought up by external partnerse. Results from evaluation survey with lessons learned and recommendations for future engagementsf. Conclusions and recommendations for improvements to engagement approach and tools for future applications
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Although the technical development of indicators will be done internally by the Partnership, the successful Proponent is expected to analyze, synthesize and summarize quantitative and qualitative data collected from the various engagement tools into interim summary reports (as outlined above) and project updates (when needed).

The successful Proponent will be given access to

- i. Relevant content from the new Strategy for Cancer Control, once its final version is available (anticipated May 2019)
- ii. Stakeholder and partner lists of key contacts to include in the consultations, with pan-Canadian and broad subject matter expertise and representation (e.g., clinicians, researchers, data specialists, subject matter experts, patient and family advisors)
- iii. The priority-driven conceptual framework for indicator selection, including materials developed to date to guide partners through each step (e.g., excel sheet with indicator scoring criteria and weights). Although feedback intended to improve clarity and usability of materials is welcome, it is expected that the successful Proponent will use pre-existing materials and conceptual framework to build upon an effective external partner engagement strategy.

Key considerations

About fostering a proactive and collaborative work with the Partnership

In addition to the key activities, the successful Proponent is required to lead the day-to-day project management of consultation and engagement efforts in close collaboration with the System Performance team. For example, this includes

1. Leading meetings with the Partnership's System Performance team to facilitate planning and execution of consultations and engagement efforts to achieve project milestones.



2. Providing weekly project updates by email and through regular teleconferences with the Partnership's System Performance team.
3. Monitoring and managing project risks and other relevant concerns in consultation with the Partnership's System Performance team.

About online tools and virtual platforms to achieve project objectives

Having the right mix of online tools and platforms is critical for a successful external partner engagement. To undertake and complete the scope of work, the successful Proponent should possess the necessary experience and knowledge to identify and effectively leverage the necessary online engagement tools and virtual platforms for this project. This includes,

1. Being able to provide appropriate customer service to external partners and troubleshoot issues with the tools/platforms as they arise
2. Enabling external partners to provide ongoing feedback related to the use of online tools/platforms, to allow for improvements in online tool performance and user experience, when warranted
3. All online tools, platforms and IT systems proposed will be subject to the Partnership's Privacy and Security Framework. This includes, for example,
 - i. IT systems utilized by the successful Proponent will, at the network, firewall, and server / virtual machine operating system implement security and data protection policies and procedures according to prudent best practice in Canada for the purpose of detecting, preventing and otherwise secure data from any theft, loss, unauthorized modification, corruption, interference, interception or unauthorized access, use or disclosure by any person hosting the information.
 - ii. IT systems utilized by the successful Proponent must store data within a regional Canadian data centre

Additional information and details will be provided to the successful Proponent upon contract signing.

Out of scope

- i. An online platform (and related materials) in French is considered out of scope. However, external partners will have the option to submit online questions and comments in either English or French. Thus, the successful Proponent should be able to understand and respond to questions in French (and provide the English translation to both the question and the response) during the external engagement. Less than 10% of the input from participants is expected to be in French.
- ii. Development of indicator specifications, and technical refinement of indicators will be done by the Partnership.
- iii. Online tools and virtual platforms to support this project should be already available. We are not looking for a high degree of customization or newly developed tools.
- iv. Presentations to external partners, informational webinars and in-person engagements will be led by the Partnership. The expectation of the successful



Proponent in this regard is to support development of materials and background information -- all based on information obtained from the engagement.

Each submitted proposal should provide detail around how the proposed mix of qualitative and quantitative engagement methods and online tools will be designed and employed to achieve the objectives and deliverables for this project. Proponents should take into consideration the internal work done by the Partnership's System Performance team at the end of each step of the conceptual framework (e.g., identify an initial list of potential indicators associated with priority areas at the end of step 1, refine indicators based on partners' feedback during step 2). Thus, project plans and timelines should take into consideration internal turnaround time needed to complete this work and allow for contingencies on each step of the framework.

Bait and Switch

The successful Proponent 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.

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.



SCHEDULE B - Submission Form

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. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process



(and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Partnership and the Proponent unless and until the Partnership and the Proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its Proposal.

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. 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 Submission Form. 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:

7. 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. The Proponent acknowledges that the Partnership may make public the name of any and all Proponents.



I confirm that this Submission Form 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

Table 1: Budget by Deliverable.

Enter the budget against each milestone specified in Schedule E: Project Deliverables and Milestones

Deliverable	Team member	Work Effort (# of hours)	Hourly Rate	Total Cost
Information gathering on the Partnerships' specific needs for external engagement				
1.				
2.				
3.				
4.				
Development of tailored external engagement plan				
1.				
2.				
3.				
4.				
Execution of external partner engagement				
1.				
2.				
3.				
4.				



Data collection				
1.				
2.				
3.				
4.				
Project closing				
1.				
2.				
3.				
Others				
1.				
2.				
3.				
Subtotal				
HST				
Online Tool				
Additional Expenses				
Total Budget				



Table 2 Online Tool

Description	Requirements (# of users, etc., if applicable)

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)

\$



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 & Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

**Reference #2**

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

Reference #3

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

Reference #2

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

SCHEDULE E - Project Deliverables and Milestones

The Proponent should provide a detailed work plan, including the deliverables, timelines and project team responsibilities for the performance of the Agreement.

Deliverable/Milestone	Timeline	Responsibility

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 Funding Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (“Minister”);

The Health Canada Funding 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 documents 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 disclosure 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 sub-licensable 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 creditors 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 sub-section 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.