

REQUEST FOR PROPOSALS (RFP)

For Architectural Design Consulting Services Firm, including Facility Planning, Design, Project Management, and Relocation Management

RFP No. RP213-2017-01

ISSUE DATE:	Monday January 23, 2017
DEADLINE FOR PROPONENT ENQUIRIES	Thursday February 2, 2017 no later than 5 pm ET (local Toronto time)
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Friday February 3, 2017
PROPOSAL SUBMISSION DEADLINE	Thursday February 9, 2017, no later than 3:00pm ET (Toronto Local Time)
INTERVIEWS	February 16 th 2017 between 9:00 am and 2 pm
Contract Start Date	February 27 th , 2017

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

** Proponents should reference this RFP number (RFP No. RP213-2017-01) in the subject line of their correspondence.**

NOTWITHSTANDING ANY OTHER TERM OF THIS REQUEST FOR PROPOSALS THAT MAY BE INTERPRETED OTHERWISE, IT IS NOT THE INTENT OF THE PARTNERSHIP, NOR THE EFFECT OF THIS RFP, TO INITIATE CONTRACTUAL RELATIONS BY THE PROVISION OF A PROPOSAL BY ANY PROPONENT IN RESPONSE TO THIS RFP.

NOTWITHSTANDING ANY OTHER TERM OF THIS RFP, THIS RFP IS MERELY A CALL FOR PROPOSALS AND NOT A TENDER CALL INTENDING TO PLACE LEGALLY BINDING OBLIGATIONS ON THE PARTNERSHIP OR ON ANY PROPONENT TO ENTER INTO AN AGREEMENT OR TO BE BOUND BY ANY OF THE TERMS OF ITS PROPOSAL. IT IS NOT THE INTENTION OF THE PARTNERSHIP TO ENTER INTO AN AGREEMENT FOR THE SERVICES DESCRIBED IN THIS RFP OR ENTER INTO ANY OTHER LEGALLY BINDING OBLIGATIONS UNLESS AND UNTIL THE PARTNERSHIP HAS COMPLETED THE NEGOTIATION AND FINALIZATION OF AN AGREEMENT SATISFACTORY TO BOTH THE PARTNERSHIP AND THE PROPONENT, IF ANY, THAT THE PARTNERSHIP DETERMINES TO NEGOTIATE WITH.

IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF THE PARTNERSHIP AND/OR ANY PROPONENT TO NOT PROCEED, AS THERE IS



NO LEGALLY BINDING OBLIGATION ON THE PARTNERSHIP OR ANY PROPONENT TO PROCEED.

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The Canadian Partnership Against Cancer disclaims responsibility for all warranties and conditions with regard to electronic files and any contents thereof. The Partnership makes no guarantee or representation that electronic files are error-free, nor compatible with recipient's systems, nor free from viruses. The Partnership will not be held responsible for any problems or injuries that arise including, but not limited to, the reliability or safety, of the use of its electronic files, in whole or in part.

History of the Partnership

The Canadian Partnership Against Cancer (the Partnership) works with Canada's cancer community to reduce the burden of cancer through coordinated 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 Architectural Design Consulting Services, including Facility Planning, Design, Project Management and Relocation Management to configure office space, described in Schedule A (the "Deliverables / Scope of Services"). The Canadian Partnership Against Cancer (the "Partnership") is seeking to engage a firm with representation throughout Greater Toronto Area (GTA) to facilitate a design, project management with buildout of office space, and move. The design must incorporate modern office design principles recognizing changes over the past several years as to how people work including that which supports a high degree of collaboration. This RFP is issued by the Partnership, a not-for-profit corporation funded by Health Canada.

Three guiding principles were established to guide the development of this project:

1. Must be fiscally prudent recognizing that the Partnership is accountable for expending public funds.
2. Must be supportive of the delivery of cancer control outcomes that benefits Canadians which can be referenced from the Partnership's website <http://www.partnershipagainstcancer.ca/resources-publications/strategic-documents>
3. Office space requirements must be functional and realistic.

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 are required to complete a Letter of Interest and Non Disclosure Agreement (Schedule E), prior to receiving confidential documents and submitting a Proposal.

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 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 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: Teresa DeFrenza

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@partnershipagaincancer.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 hard 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 / Scope of



Services. The Agreement will be substantially in the form included in Schedule F. Changes to this form to be issued as an Addendum.

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 one (1) year, with an option in favor of the Partnership to extend for an additional term of up to six (6) 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.

1.7 RFP Timetable and Process

The following is the schedule for this RFP:

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1.8 Submission Requirements

The Proposal should include:

- A. Description of Firm: Firm's brief history with highlights of services provided.
- B. Curriculum Vitae/Expertise: An outline of qualifications and experience of the team members, including all sub-consultants, to be assigned to each phase of the project. Indicate the names of all personnel, and experience. Personnel substitution will not be accepted without prior approval of the Partnership.



- C. Team Organization: The respective roles and responsibilities team members will take on to successfully complete the project.
- D. Project Experience: Brief documentation on three (3) to five (5) projects of a similar size and scope, with client references (Schedule D1 and D2), project description, reduced size design drawings and photographs (max. 8-1 /2" x 11"), together with a brief description only of any other projects of relevance, completed in the last three (3) years.
- E. Methodology: A brief description on project approach, document preparation, decision making, and communicating with the Partnership.
- F. Project Schedule: An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the Proponent/sub-consultants to meet set end dates, if during the design process, delays occur. Move anticipated to be completed mid - end of November 2017; yet, in no circumstances beyond November 30, 2017.
- G. Cost Control: An outline of the approach proposed to effect cost control within the stated budget. All procurements required for the project will be provided at a minimal markup, ensuring alignment with the Partnership's procurement practices. The Proponent should evaluate and leverage the Partnership's existing assets and resources, where possible.
- H. Confidentiality and Non- Disclosure: A completed Letter of Interest and Non Disclosure Agreement (Schedule E), prior to receiving confidential documents from the Partnership.

The successful Proponent will provide project management services for the duration of the assignment to, for example, direct, coordinate, and ensure completion of all activities for the project including budgeting etc.

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 (the "Evaluation Committee").



1.9.1. *Mandatory Criteria*

- 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)
Letter of Interest and Non-Disclosure Form (Schedule E) completed to receive additional documentation

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	Minimum Required Score
Qualifications and experience of the Proponent <ul style="list-style-type: none"> • A minimum of 10 - 15 years of professional experience in office space designing, project, including budget, and construction management as well as other related services such as relocation. • Demonstrated experience of team members working together. • Experience working with similarly scoped projects including those with Not for Profit organizations. • Demonstrated track record of delivering projects on time and on budget that meet client objectives. • Demonstrated experience incorporating modern office design principles, including that which supports a high degree of collaboration. • Applicable insurance requirement -Professional Errors and Omissions (PEO) and CGL(Commerical General Liability). Refer to pg 23 for further details • Licensed qualifications 	30%	n/a



Quality of the proposed approach, work plan and schedule to complete on time and in budget	25%	n/a
<ul style="list-style-type: none">• Full scope of services to be offered• Timetable with a work back schedule to the expiry of the current lease of November 30, 2017• Listing of vendors to be engaged outside of the Proponents e.g. Security and AV consultants, etc.• Demonstrated willingness to think “outside the box” and present innovative solutions with creative outcome to meet the project’s objectives		
Interview	20%	
<ul style="list-style-type: none">• Proponents submitting a Proposal in response to this RFP that are short-listed will be required to attend a meeting to discuss their Proposal and provide a presentation of past projects and draft designs that are most relevant to the Partnership’s project		
Fixed Fee Price (see Schedule C)	25%	n/a
Total	100%	65

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 will 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 review of the pricing submitted for best value. The evaluation of price may be undertaken after the evaluation of mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

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 and 1.5.

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. 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 reserves right in its sole discretion, without liability cost or penalty, to cancel this RFP, or choose not to award an Agreement to any of the Proponents.

1.10 Pricing and Timing

Please submit fixed fee structure. In addition, hourly rates for additional services (eg: fair market value assessments, design, space planning) to be provided.

The Proponent shall submit a list of Disciplines, including the hourly rate associated with the Discipline. All charges and fees must be disclosed in full detail.



The Proponent should assume that it is required to supply all necessary professional staff to undertake the project. 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).



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. cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
10. 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



11. waive formalities and accept Proposals that substantially comply with the requirements of this RFP.
12. 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 *Termination of the Arrangement*

In addition to all of the Partnership's other remedies, if a selected Proponent fails to perform the services or satisfy the requirements, the Partnership may, in its sole and absolute discretion and without incurring any liability, terminate the arrangement.

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.



SCHEDULE A - Services and Deliverables

Background

The Partnership is seeking to engage an Architectural Design Consulting Services Firm, including Facility Planning, Design, Project Management and Relocation Management.

Proponent will be required to design and configure the space based on the following:

- i. Rental area of 24,682 square feet of space located on the 9th floor at 145 King Street West. The space is currently vacant and in base building condition. Occupancy by the Partnership shall be by no later than November 15th, 2017, with a fixturing period of approximately eight (8) months. Exhibit A, outlines the office space.
- ii. Accommodate 120 - 130 regular employees, with a formal work from home program and expert advisors from across Canada requiring hoteling space. Leased facilities to include: reception area, numerous board and meeting rooms, lunch room, wellness room, collaborative areas, supplies and storage room, server room, and a mixture of enclosed offices (approximately 21%) and open work stations (approximately 79%). The Partnership's work spans the cancer control continuum, from prevention and screening to research and supportive care. Our program areas work in collaboration with internal and external stakeholders to execute our strategic plan. As an illustration, a diagram showing the cross-over nature of our programs of work as envisioned in the 2017 - 2022 Strategic Plan is included as Exhibit B.

Scope Of Work

As a health organization, the Partnership is committed to building an environment that encourages health and wellness using a socially and economically responsible approach. The successful Proponent within its design services, will be required to apply the Partnerships' guidelines, standards and policy initiatives such as barrier-free accessibility standards, office space guidelines, as well as others such as energy efficiency requirements and environmental initiatives. All in accordance with applicable legislation.

Objectives/Purpose

The objectives of this engagement is to select a firm who will deliver upon the deliverables listed below.

The successful Proponent will develop full sets of activities to complete project facility planning materials, provide a full set of design drawings to implement the



necessary buildout of the office space at 145 King Street West, Toronto, ON, with relocation management to complete and close out of the project.

Space is currently in base building condition and landlord's work including the following is already complete:

- Base building standard ceiling to open plan
- Base building standard HVAC
- Base building standard electrical to central point
- Base building standard lighting to open plan
- Base building standard washrooms, including one washroom built in compliance with barrier free standards of 2012
- Base building shades

Project Schedule

The following major milestones are anticipated for the delivery of this project:

<u>Milestone</u>	<u>Date / Duration</u>
▪ Successful Proponent Selected	February 2017
▪ Architectural Design Phase	March - June 2017
▪ Permits	July 2017
▪ Tender Contract Documents	June - July 2017
▪ Award Construction Contract	end of July 2017
▪ Construction	August - October 2017
▪ Construction Completion	End of October 2017
▪ Relocation	Mid to End November 2017

Project Budget

The approximate value of the total budget is up to \$4 million for all services including but not limited to design, project management, construction, furniture, audio visual, and relocation.



Deliverables / Scope of Services

The successful Proponent shall provide the following delivered services:

- 1) Represent the Partnership's interest in the design of the office space;
- 2) Create an office space requirements document for approval by the Partnership;
- 3) Design floor plan/office space layouts for final approval by the Partnership
- 4) Prepare the design plan for final approval by the Partnership;
- 5) Provide complete project planning administration and project management services for all aspects of the assignment including but not limited to:
 - planning, developing, and managing the project, budget and scheduling;
 - assembling a project team and managing any procurement for vendors;
 - working in collaboration with Design team to manage schematic, concept design development;
 - managing tendering process for construction phase of project;
 - developing relocation plan and coordinating on-site re-location;
 - manage close out documentation and reconcile budget
- 6) Provide construction contract administration, including tendering, to the Partnership's approval, selection of sub-contractors, general reviews and inspections of all sub-contractors, and appropriate site representation for the duration of construction up to and including total completion of the project. Handle all other customary activities and services associated with the design; including the relationship with the landlord and managing the process related to applicable Tenant Improvement Allowances; act as the principal contact for the Partnership; by managing the construction tendering, process and oversee construction subject to the Partnership approval; and deal with all contractors and subcontractors inquiries;
- 7) Full inventory and coordination of all existing furniture, managing the tendering of any furniture and fixtures requirements, according to the design plan approved by the Partnership that aligns with the budget. Equipment for relocation into the configured space, including audio and visual systems, security systems and voice-data systems;



- 8) Commissioning of all building and specialty systems not limited to: life safety, integrated security including surveillance, access control, HVAC, electrical, audio-visual;
- 9) Relocation services to move from current office space;
- 10) Close-out documentation including operations and maintenance manuals, record drawings, post-occupancy review;
- 11) Contribute to an employee engagement strategy;
- 12) Establish regular reporting schedule to the Partnership, on all matters relating to the project. Attend and contribute to internal Partnership meetings related to the project, as requested by the Partnership; and
- 13) Any other customary requirements, not mentioned above.

Sub-Contracting

The successful Proponent, who has signed an Agreement with the Partnership, shall be considered to be the Primary Design Consultant and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the Partnership and only under exceptional circumstances shall the Partnership approve the assigning, transfer or sub-contracting of more than 49% of the Total Contract price. The consent of the Partnership for such assignment or sub-contracting shall not relieve the Primary Design Consultant from completion of the project in accordance with the terms of the Agreement. Where a Proponent submits a joint Proposal or proposes a partnership arrangement, the Proponent must assume the lead or Primary Design Consultant position. As such, the successful Proponent will have the overall responsibility for completing the project, as proposed.

Phasing and Sequencing

The phasing and sequencing of construction and the physical moves will be critical to the successful delivery of this project. The successful Proponent will be required to complete a detailed work plan indicating the sequence of events of all elements of the project for presentation and recommendation to the Partnership for acceptance.

The successful Proponent's project manager will be responsible to manage the schedule and related activities based on preparation and acceptance of a detailed workplan which will require regular updating to ensure minimal disruptions to the Partnership.



The construction shall be in accordance with Tenant Design Criteria Manual and provisions of lease requirements regarding alterations.

It is anticipated that the project will be delivered as a construction contract and will be tendered in accordance with the Partnership's procurement policy. Construction is anticipated to begin in August 2017.

Successful Proponent's Responsibilities:

Insurance

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide to the Partnership such evidence of insurance, concurrently with the execution of the contract award. A minimum limit of \$2,000,000.00 (two million) PEO Insurance per claim and minimum limit of \$5,000,000.00 (five million) CGL and the Partnership shall be named as additional insured. This policy shall be maintained continuously from commencement of work to 2 years after substantial performance of the work. The successful Proponent shall also at its own expense obtain and maintain Automobile liability insurance for an amount not less than Two Million (\$2,000,000.00) dollars Third Party Liability covering all vehicles used in any manner in connection with the performance of the terms of the Agreement.

The policy shown above will not be cancelled or permitted to lapse unless the insurer notifies the Partnership in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Partnership reserves the right to request such higher limits of insurance or other types policies appropriate to the work as the Partnership may reasonably require.

The successful Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, Sub-Contractors, any Work persons employed by it, under its control, arising from the execution of the Work, by reason of the existence, location, condition or Work, any materials, plant or machinery used thereon or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Proposal, and agrees to indemnify and hold the Owner harmless from any such damages, losses, or expenses, or claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor/client basis.



EXHIBIT A

Floor Plate: 145 King Street West, 9th Floor

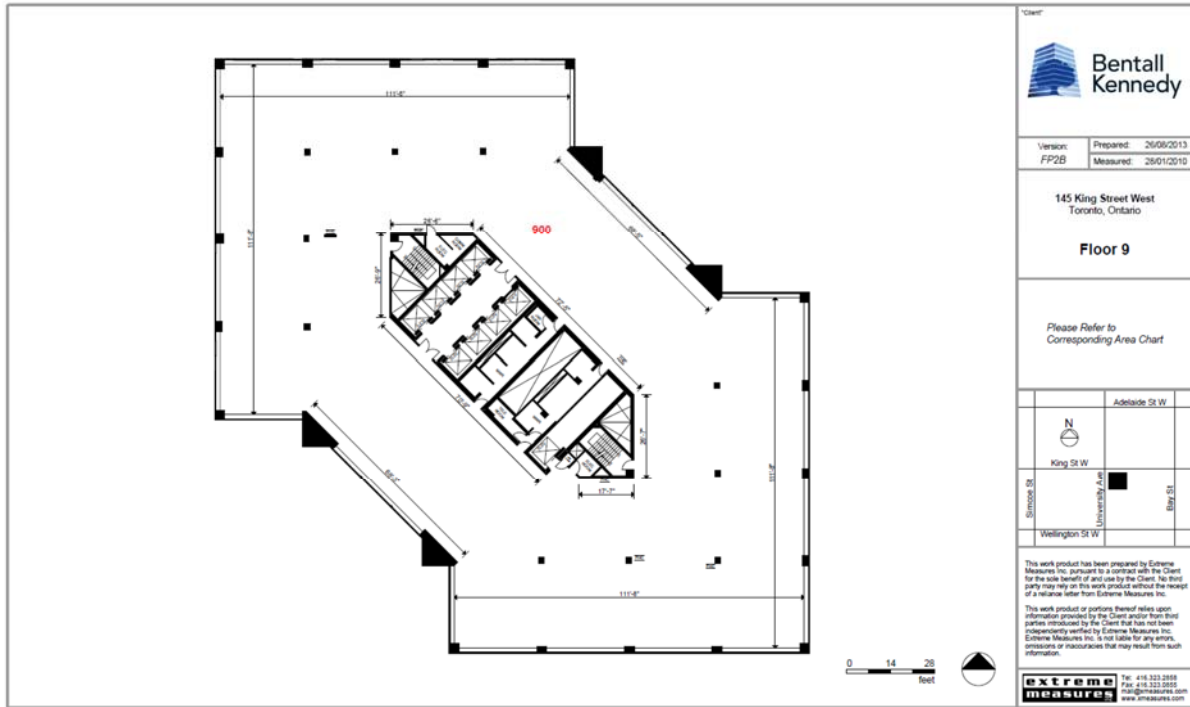
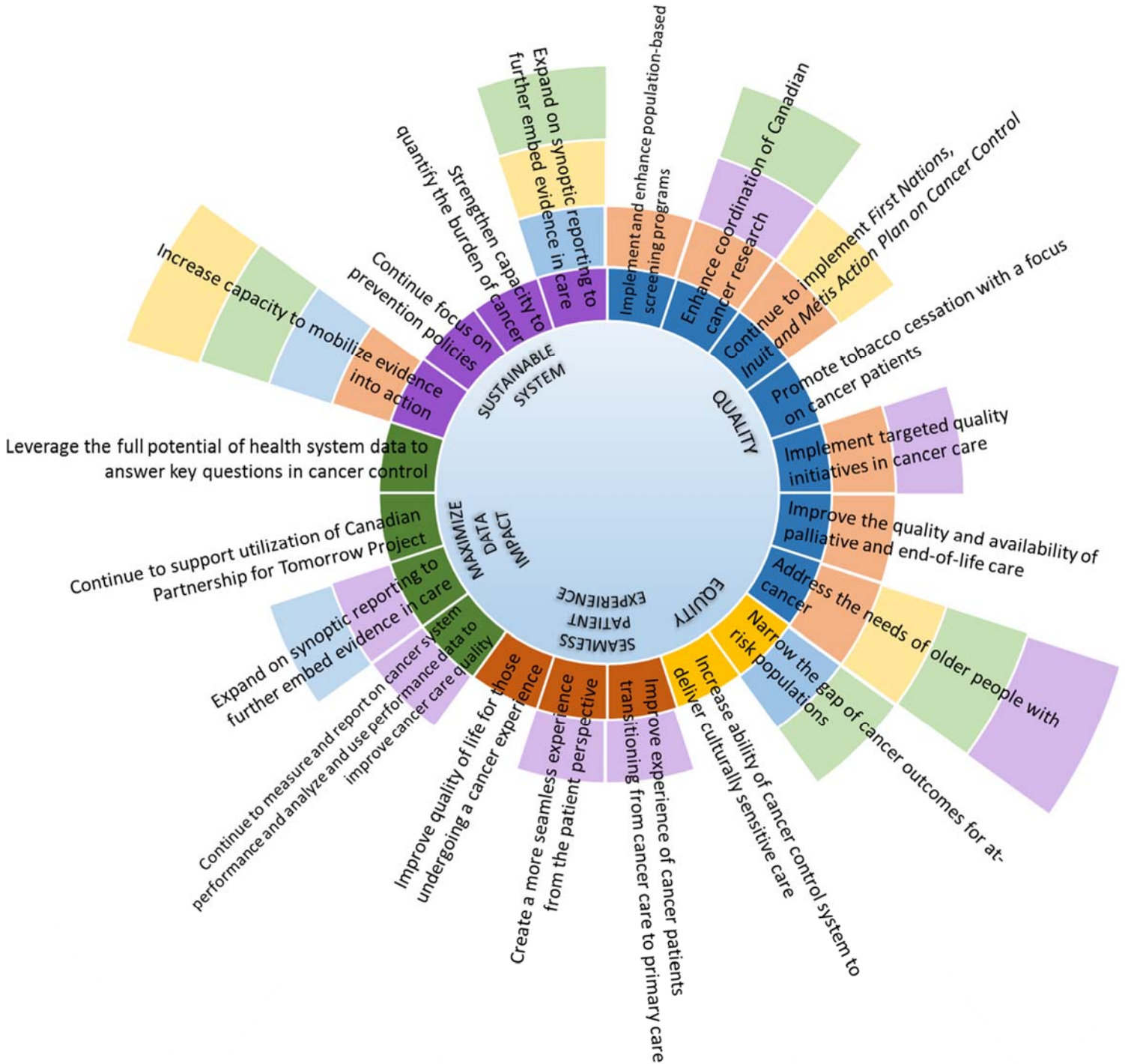


EXHIBIT B

2017-2022 Programs of Work
 Primary and Supplementary Themes



	Quality	Equity	Seamless Patient Experience	Maximize Data Impact	Sustainable System
Primary Theme					
Supplementary Theme					



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



2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables / Scope of Services required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions 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 provided and set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Schedule B)		
Pricing Sheet (Schedule C)		
References (Schedule D)		
Letter of Interest and Non-Disclosure Form (Schedule E) Has been provided to receive additional documentation		

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. 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 an Agreement, substantially in the form included in Schedule F. Changes to this form to be issued as an addendum.

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

To provide Architectural Design Consulting Services, including Facility Planning, Design, Project Management and Relocation Management to configure office space, according to the requirements of the Request for Proposals.

1.0 FIXED FEE PROPOSAL

I/We hereby offer to provide to the Partnership, all services, labour and materials required to complete the assignment described in the Request For Proposal dated **January 23, 2017**, including the cost of all related disbursements, for the Fixed Fee of;

\$ _____ Canadian
(inclusive all applicable taxes and disbursements)

I/We understand that the Fixed Fee stated above will be the Contract Price. The Fixed Fee is the sum of the prices identified below which include the cost of all related disbursements.

Provide a break-down of the Fixed Fee by individual prices for these tasks:

- a. Design Development \$ _____
- b. Tender Documents \$ _____
- c. Project Contract Administration \$ _____
- d. Project Management \$ _____
- e. Record Drawings \$ _____
- f. Other * \$ _____

* Requires to be specified

Total Fixed Fee \$ _____

Hourly Rates \$ _____

**Fixed Fee Table - Fees (Do Not Include Applicable Taxes)**

Resource Description	Hourly Rate	Hours	Fee by Resource
Team Member 1 Name & Title			
Team Member 2 Name & Title			
Team Member 3 Name & Title			
Others			
<u>Total (Hours and Fee)</u>	N/A		

Disbursements

Disbursement Identification	Disbursement Estimate
Total Disbursement	

This Proponents Submission is made entirely in accordance with RP213-2017-01 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 - Letter of Interest (LOI) And Non-Disclosure Agreement (NDA)

[Organization name and Complete address]

Request for Proposal for For {Name of Project}

RFP No. {RFP #}

Dear Procurement team:

On behalf of [organization name], I would like to indicate our interest in the above Request for Proposal (RFP) and to be notified for any updates and amendments to the RFP. We understand that we may receive confidential information as a part of this RFP process and have signed the attached Non Disclosure Agreement to confirm our compliance with your terms.

Sincerely,

[Signature]
[Contact name]
[Complete address of the prospective provider]
[Phone and fax]
[Email address]



THIS NON-DISCLOSURE AGREEMENT (this "NDA") is made and entered into as of the last date written below, by and between The Canadian Partnership Against Cancer ("Partnership") and the Company indicated below ("Company").

WHEREAS the parties wish to explore a business opportunity of mutual interest regarding services related to RFP# RP213-2017-01 ("Opportunity") and in connection with the Opportunity, the Partnership may disclose to the Company certain technical and business information which should be treated as confidential;

NOW THEREFORE in consideration of the mutual promises set out in this NDA, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

"Confidential Information" means any information disclosed by the Partnership to the Company, either directly or indirectly, in writing, orally or by inspection of tangible objects which is or ought reasonably to be considered as confidential from its nature or from the circumstances surrounding its disclosure or which is identified by the Partnership, as confidential.

Exclusions. Confidential Information shall not, include any information which the Company can establish:

- was publicly known prior to the time of disclosure by the Partnership or became publicly known after disclosure by the Partnership through no action or inaction of the Company;
- is already known by the Company at the time of disclosure by the Partnership or is received by the Company after disclosure by the Partnership from a third party without breach of any obligation of confidentiality;
- is developed independently by the Company without recourse to the Confidential Information; or is required by law to be disclosed by the Company.

Non-use; Non-disclosure. The Company shall only use the Confidential Information for purposes related to the Opportunity and shall only disclose it to those employees who have a need to know the Confidential Information and, in order to evaluate or engage in discussions concerning the Opportunity and such persons are made aware of and agree to be bound by this Agreement.



Maintenance of Confidentiality. The Company shall take all reasonable measures to protect the secrecy of the Confidential Information and shall take at least those measures that it takes to protect its own highly confidential information.

Return of Materials. The Company shall return any Confidential Information in tangible form to the Partnership within five business days following such a request from the Partnership. On the termination of this Agreement, the Company shall return or destroy all tangible Confidential Information as the Partnership may require and delete all Confidential materials on the Company's computer system.

No Obligation. Nothing in this NDA shall obligate the Partnership to proceed with any transaction with the Company.

Term and Termination. The term of this NDA commences as of the date signed below and shall continue in effect for one (1) year unless earlier terminated earlier.

Remedies: The Company agrees that any violation or threatened violation of this NDA may cause irreparable injury to the Partnership, for which monetary damages alone would be inadequate. The Partnership shall be entitled to seek injunctive or other form of equitable relief in addition to all other remedies available at law or in equity without proof of actual damages and without posting any bond or other security.

Miscellaneous:

The obligations of the Company hereunder shall survive indefinitely after any termination or expiration of this NDA.

Neither party shall assign, pledge, or otherwise transfer its rights or delegate its duties or obligations under this NDA without the prior written consent of the other party.

This NDA shall bind and inure to the benefit of the parties hereto and, except as otherwise prohibited, their respective successors and assigns.

This NDA shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflict of laws principles.

This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein.



Any failure to enforce any provision of this NDA shall not constitute a waiver thereof or of any other provision.

IN WITNESS WHEREOF this NDA has been executed by the representatives of the parties on the date first set forth above.

CANADIAN PARTNERSHIP AGAINST CANCER

COMPANY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____



Schedule F - Terms and Conditions of the Agreement

Background:

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

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

The provider of the Work in the Contract (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 in the Contract agree that the following terms and conditions are included in addition to any other terms of the Contract:

1. Conflict and Priority

Any provision in the Contract other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Contract to the contrary.

2. Definitions:

In this contract,

- a) “Amount” means the amount expressed in the Contract to be payable to the Contractor for the Work;
- b) “Contract” means the agreement to which these additional terms and conditions form a part;
- c) “Contractor” means the person or entity whose name appears on the signature page of the Contract and who is to supply the goods or services to the Partnership under the Contract;
- d) “Partnership” means Canadian Partnership Against Cancer Corporation;
- e) “Party” means the Partnership or the Contractor or any other signatory to the Contract and “Parties” means all of them;
- f) “Work” means the whole of the activities, services, materials, equipment, software,

matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

3. Accounts and Audit

- a) The Contractor shall keep proper 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, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- b) All such accounts and records as well as any invoices, receipts and vouchers 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, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Partnership may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

4. Appropriation

Payment under the Contract 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.

5. Assignment

- a) The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Partnership, and any assignment made without that consent is void and of no effect.
- b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership.

**6. Changes**

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Partnership and the Contractor decide that modifications to the Work or modifications to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Partnership and the Contractor provided that no increase shall be made to the maximum amount payable hereunder and further provided that no other term of the Contract 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 addendum process, signed by the approved delegated authority, shall apply.

7. Communications

- a) In the event that the Contract 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, including individual researchers, related to the Contractor shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages, that community members of both official languages be encouraged to participate in its activities, projects or programs and that its activities, projects or programs will meet the needs of the two linguistic communities.

8. Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning 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.

9. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with the Work, 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 Contract, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause to those to whom it shares such information, during as well as after the performance of any work under this Contract, any information to which the Contractor becomes privy as a result of acting under the Contract.
- b) This section does not apply to any information that:
 - i. is publicly available from a source other than the Contractor; or
 - 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.
- c) 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.

10. Conflict of Interest and Government Contracting

- a) The Contractor declares 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 life of the Contract, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Contract that no individual, for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive a direct benefit from this Contract unless that individual



is in compliance with the applicable post-employment provisions.

- c) The Contractor certifies 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) No member of the House of Commons or the Senate shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.
- e) The Contractor represents 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 the Contract or the administration of the Contract.

11. Contractor Status

This is a Contract for the performance of the Work and the Contractor is engaged under the Contract as an independent contractor for that purpose. Neither the Contractor nor any of the Contractor's personnel is engaged as an employee, servant or agent of the Partnership. The Contractor agrees to be solely responsible for any and all payments or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

12. Dispute Resolution

In the event that either of the Parties has a dispute relating to any matter subject to this Contract, the Parties agree to deal with that dispute through court action.

13. Entire Contract

The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

14. Further Assurances

The Parties will agree to 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 Contract and the obligations of the Parties hereunder.

15. Indemnification

- a) The Contractor indemnifies and saves harmless the Partnership and its servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants 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.
- b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to the Partnership and, at the Partnership's request and expense, which provide that the Partnership is a named insured.
- c) The Contractor indemnifies the Partnership and its servants and agents from all costs, charges and expenses whatsoever that the Partnership sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to the Contract.
- d) The Contractor's obligation of indemnity or reimbursement of the Partnership under the Contract shall not affect or prejudice the Partnership from exercising any other rights it has under law.
- e) The Contractor acknowledges that it, he or she, is not an employee, servant or agent of the



Partnership or the Minister and will not represent or hold itself, himself or herself, out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the Contractor indemnifies the Partnership for any loss or damages and costs occasioned thereby by such third party.

16. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Contract 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.

17. 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 the Contract, 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 Contract, 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 the Contract.
- 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 the Contract and for any period of time thereafter provided for in the Contract.

18. Intellectual Property

- a) Intellectual property developed for the Contract shall 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 the Contract.

19. Invoicing

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, and shall include the following information:
 - i. Contractor name and address;
 - ii. Number assigned by the Partnership, if any, to this Contract;
 - iii. Contractor's Invoice Number and Date;
 - iv. Name of the individual at the Partnership supervising the Contract;
 - v. Period in which services were rendered;
 - vi. Deliverables and/or milestones completed and attached (when applicable); and
 - vii. Total amount for services rendered, GST 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 the Contract.

20. Language

The parties confirm it is their wish that the Contract be drawn up in the English Language.

21. Law of the Contract

The Contract shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. It is agreed that both parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

**22. Minimum Information in the Contract**

The Contract shall include the following minimum information:

- a) a description of the Work to be provided including a budget and a description of the costs to be paid;
- b) the effective date, the date of signing and the term of the Contract;
- c) conditions that must be met before payment is made and the schedule and basis of payment; and
- d) the maximum amount payable.

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

23. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; or by any other means when the receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

24. Payment

- a) Payments under this Contract, 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 the

Contract 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 the Contract, 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.

25. Powers of the Partnership

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

26. Proactive Disclosure

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

27. Reporting

- a) The Contractor shall provide the Partnership such progress reports, including financial matters, as are called for on the work under the Contract and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in the Contract, 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 under the Contract for a specified period of time (no more than a 12 month period)

**28. Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

29. Status and Replacement of Personnel

- a) If at any time during the period of the Contract the Contractor is unable to provide the services of any person who was to perform the Work in the Contract, 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 Contract.

30. Subcontracting

- a) Unless otherwise provided in the Contract, 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 tier. The Partnership shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
- c) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

31. Successors and Assignees

The Contract shall be for the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assignees.

32. Survival

Those terms and conditions that ought reasonably to survive the termination of this Agreement, shall so survive termination including, without limitation, Sections 3, 9, 15, 18, 33 and 34.

33. Termination Due to Default of Contractor

- a) The Partnership may, by notice to the Contractor, terminate the whole or any part of the Work if:
 - i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - ii. the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the view of the Partnership, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- b) In the event that the Partnership terminates the Work in whole or in part under sub-section 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 the work 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 which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Partnership shall pay the Contractor for all such 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 the said Contract 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 the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.
- e) If, after the Partnership issues a notice of termination under sub-section 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 hereto shall be governed by that section.

34. 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 Contract may be given subsequently.
- b) All work completed by the Contractor to the satisfaction of the Partnership based on the provisions of the contract before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of the Contract.
- c) All Work not completed before the giving of such notice shall be paid 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 Contract or approved in writing by the Partnership for the purpose of the Contract, 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 the Contract;

- ii. all costs of and incidental to the termination of the Work or part thereof, 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 the Contract, exceeds the Contract 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.

35. Time of the Essence

- a) Time is of the essence of the Contract.
- b) Any delay by the Contractor in performing the Contractor's obligations under the Contract 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."

36. Waivers

The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

37. Warranty

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of the Contract 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 the Contract, 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 paragraph 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 the Contract.

VERSION – February 2012 MDM

End of RFP