

Request for Supplier Qualifications (RFSQ)

SQ341-2018-01

For Revision Services

| | |
|---|--|
| ISSUE DATE: | Tuesday, February 27, 2018 |
| DEADLINE FOR PROPONENT ENQUIRIES: | Tuesday, March 6, 2018, no later than 5 pm ET (Toronto Local Time) |
| DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES: | Thursday, March 8, 2018 |
| PROPOSAL SUBMISSION DEADLINE: | Thursday, March 15, 2018 no later than 3 pm ET (Toronto Local Time) |
| ASSIGNMENT FOR SHORTLISTED PROPONENTS: | March 26, 2018 (week of) |

DISCLAIMER

The Canadian Partnership Against Cancer (the Partnership) 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

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 NATURE OF REQUIREMENTS

The Partnership is a federally funded organization and is bound by the Official Languages Act. As such, its communications must often be available in both official languages, English and French. The Partnership produces a variety of written material, including, but not limited to:

- corporate documents such as annual reports, corporate brochures, etc.;
- posters;
- website content;
- event and workshop materials (e.g., slide decks, agendas);
- research reports (including graphs, charts and technical content);
- financial documents;
- procurement and legal documents; and
- media releases and other external communications.

The Partnership is looking for Proponents that are capable of revising scientific/technical documents for health policy-makers and health care professionals, as well as public-facing materials for a lay audience. This also includes smaller projects with quick turnaround time, such as the revision of emails or letters.

This competitive process will result in successful Proponents becoming prequalified vendors for Revision Services. When a need for Revision Services arises, the Partnership will contact the prequalified vendor of its choice to complete the required work. Prequalified vendors are not guaranteed a volume of work. The scope of each request and deadline for completion will be mutually agreed upon in advance by both the Partnership and the successful Proponent(s).

The Partnership is looking to prequalify freelance/independent revisers to provide the following services on demand for a period of three (3) years, less a day, from April 2018 to March 2021, with an option in favour of the Partnership to renew and extend the arrangement for a maximum of two additional one-year periods up to March 31, 2023:

1. Bilingual revision. To revise French translations against source English documents. This would also entail an in-depth comparison of the original text and the translation, ensuring concordance of both the form and content.
2. Unilingual revision (French). To revise French documents, including improvement of a text by making grammatical or stylistic corrections or by suggesting solutions to make the text easier to read and understand.
3. Proofreading (French). To proofread French documents, videos or websites after the layout is finished.

4. Be able to work with multiple file formats such as, but not limited to, MS Word, Excel, PowerPoint, PDF. Receive HTML, XML, InDesign, audio files, video files.

The purpose of engaging in this prequalification process is to ensure that successful Proponents can respond as quickly as possible to new revision requests. Successful vendors will have to abide by the Partnership’s Terms and Conditions, as attached to this RFSQ. Details related to the terms of engagement will also be shared with the successful vendors.

2.0 TIMELINES

| | |
|--|---|
| ISSUE DATE: | Tuesday, February 27, 2018 |
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3.0 SUPPLY ARRANGEMENTS

The Partnership will engage prequalified vendors, without going through an additional competitive process. The Partnership will not engage parties other than prequalified vendors unless the prequalified vendors are unable to provide the required service.

4.0 REQUIREMENTS

Successful Proponents will be required to:

- a) Deliver all revised translations in the same format, style and layout as the original document. Transcripts in Word format are acceptable for audio and video files;
- b) Check data cited in text against tables and figures to ensure consistency;
- c) Ensure spelling and grammar are correct;
- d) Ensure the French translation accurately reflects the English text;
- e) Ensure the terminology pertaining to cancer and health care is accurate and consistent with the Partnership’s lexicon;
- f) Ensure the revised text meets high standards of linguistic and stylistic excellence;
- g) Be able to revise approximately 7,000 words per day in total;
- h) Provide ‘urgent’ revision;

- i) Liaise with each of the Partnership’s departments to address concerns and issues raised during the course of the revision activities;
- j) Meet the deadlines negotiated at the start of each project; and
- k) Manage the revision of content for multiple projects at the same time.

Submission Requirements

The following should be submitted when replying to this request for supplier qualification:

- A. Cover letter introducing the Proponent and CV demonstrating:
 - a) minimum five (5) years of professional revision experience for clients in government, health, and/or not-for-profit,
 - b) bachelor’s degree or certificate in translation,
 - c) certified membership with a provincial association of translators (would be an asset),
 - d) experience revising technical and scientific documents,
 - e) proficiency in methods and techniques specific to translation,
 - f) specialized knowledge of cancer/oncology (would be a strong asset),
 - g) excellent written style,
 - h) good communication skills, analytical skills and research skills,
 - i) sensitivity to the cultural context and the target audience (e.g. experience with content specific to First Nations, Inuit and Métis peoples would be an asset),
 - j) adaptability and flexibility to work under pressure and to meet short deadlines;
- B. List of five (5) projects similar in nature to the Partnership’s projects completed in the last three (3) years including Name of Client;
- C. Three (3) key references. References should be for previous projects completed within the last three (3) years;
- D. Fixed hourly rate(s) and/or price per word for revision (As per Appendix A –Form of Offer);
- E. Typical project process including estimated average turnaround time and average words per day; and
- F. Electronic links or files for three (3) revision samples including source (English) document, target (French) document, tracked changes/comments and related recommended changes:
 - a) All samples must have been completed after January 1, 2015. Each sample must be a minimum of 1,000 words and must state the number of words that is included within the sample. The sample types should demonstrate a range of expertise, and the following report samples are strongly preferred but not required:
 - i. A published report, similar to the Partnership’s Annual Report, translated from English to French (<https://www.partnershipagainstcancer.ca/wp-content/uploads/2017/12/annual-report-2016-2017.pdf>),
 - ii. A published technical report, similar to the Partnership’s Cancer System Performance Report, translated from English to French (https://content.cancerview.ca/download/cv/quality_and_planning/system_perf)

[ormance/documents/2017_cancer_system_performance_report_enpdf?attachm
ent=0\).](#)

5.0 PROCESS

The Partnership will shortlist Proponents for Revision Services. These Proponents will be asked to complete a revision assignment within an assigned time frame. Based on the evaluation criteria listed in section 7.0, and the outcome from the assignment, the Partnership will prequalify Proponents to provide Revision Services.

If the Partnership decides that additional Proponents are needed, an amendment to this RFSQ will be posted and new Proponents will have the opportunity to submit the required documents to get prequalified. This will have no impact on the Proponents that are already prequalified.

The Partnership retains the right to negotiate with Proponents on any procurement.

Proponents may be removed from the prequalified vendor list for any of the following reasons:

- I. Intentionally submitting misleading or false information;
- II. Not declaring any known conflict(s) of interest;
- III. Failing to meet all the qualifications requirements and the Partnership's terms and conditions;
- IV. The Partnership has documented at least three instances of poor client satisfaction for services that were provided by the contracted Proponent;
- V. Missing two (2) project deadlines.

6.0 PROPOSAL EVALUATION

Submissions will be reviewed in three stages. The first stage involves reviewing submissions to ensure that the mandatory requirements are met, and the second stage involves reviewing submissions based on the evaluation criteria and weightings identified below.

| Criteria | Weighting |
|--|--------------|
| Experience of Proponent <ul style="list-style-type: none"> - Experience and qualifications - Capacity and experience with projects/work of similar scope, schedule and content - Quality assurance approach | 25% |
| Quality of Work Samples <ul style="list-style-type: none"> - High quality of work demonstrated through the provision of relevant work samples, client base and references | 20% |
| Price/cost models* (as per Appendix A) <ul style="list-style-type: none"> - Fairness of price in relation to market value - Perceived value (i.e. cost relative to service) | 25% |
| Revision assignment | 30% |
| Total | 100 % |

The Partnership has the right to adjust the minimum score threshold, if not sufficient number of Proposals meet this requirement.

The third stage of the evaluation involves the shortlist of Proponents. The Partnership will shortlist Proponents for Revision Services. Those shortlisted will be asked to complete a Revision assignment.

7.0 SUBMISSION INSTRUCTIONS

Proposals may be submitted in English or French and must be sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline, as stated above in Section 2 – Timelines.

E-mail: procurement@partnershipagainstcancer.ca

Proposals submitted in any other manner will not be accepted.

8.0 NO CONTRACTUAL OR LEGAL OBLIGATIONS

The RFSQ document is not intended to constitute, or be interpreted as, a call for tenders or proposals, and the submission of a Response is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Proponent or Potential Proponent by the Partnership. Without restricting the generality of the foregoing, no contractual relations shall exist between The Partnership and any Proponent as a result of this RFSQ until an award for the services has been made.

9.0 COMMUNICATIONS DURING RFSQ PROCESS

All communications related to this RFSQ are to be in writing, should indicate the RFSQ# SQ341-2018-01 and should be directed only to the Procurement Contact designated above in Section 7 – Submission Instructions of this RFSQ. Questions should be directed to procurement@partnershipagainstcancer.ca.

The Partnership shall answer all requests for clarification by a written Question and Answer Series. The Partnership may also issue written clarifications, on its own initiative as it deems necessary, by way of written Addendum. All Question and Answer Series and Addenda shall be made available on the Partnership's website, on the website of the Association of Translators and Interpreters of Ontario (ATIO) and on the website of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ). The Partnership shall not be responsible for any instructions or information given to any Proponent unless given through a written Question and Answer Series or by written Addendum.

10.0 RIGHT TO AMEND OR TERMINATE RFSQ PROCESS

The Partnership reserves the right to amend by Addendum any term of the RFSQ Documents or to terminate this RFSQ process at any time, without reasons.

11.0 RFSQ RESPONSE PREPARATION COSTS

The Partnership is not responsible for the payment of any costs or expenses incurred by any Proponent in preparing his/her Response or otherwise in participating in this RFSQ process. The participation in this RFSQ process is at Proponent's or Potential Proponent's sole risk and cost.

12.0 DISCLOSURE OF INFORMATION

Any confidential information supplied to the Partnership may be disclosed by the organization where it is obliged to do so under the Freedom of Information and Privacy Protection Act (FIPPA), by an order of a court or tribunal or otherwise required at law.

13.0 TERMS AND CONDITIONS

All provisions of this RFSQ and all resulting Work is subject to the Partnership's Terms and Conditions (Appendix B) as attached to this RFSQ.

Appendix A – 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

The full legal name of the Proponent is: _____

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

The jurisdiction under which the Proponent is governed is: _____

The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent are:

The Proponent is:

Proponents must select one of the following choices.

- an individual {Provide HST/GST #}
- a sole proprietorship {Provide HST/GST #}
- other legally recognized entity: {Specify type or state "N/A".}

The Proponent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFSQ. By making this submission, the Proponent agrees and consents to the terms, conditions and provisions of the RFSQ.

2. Forms

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

| MANDATORY FORMS: | Yes | Page |
|----------------------------|------------|-------------|
| Form of Offer (Appendix A) | | |

3. 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 he/she has received the following Addenda:

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

4. Proposal Validity

The Proponent agrees that his/her Proposal shall be valid for one hundred twenty (120) days following the Proposal Submission Deadline.

5. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to his/her 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.

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

- a) in relation to the RFSQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give him/her an unfair advantage, including but not limited to

- i. having or having access to information in the preparation of his/her 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 RFSQ process; or
 - iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and render that process non-competitive and unfair; or
- b) in relation to the performance of his/her contractual obligations under the Agreement, the Proponent'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 his/her independent judgment; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of his/her contractual obligations.

Proponents must choose one of the following two options.

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

OR

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

6. 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.

7. Execution of Agreement

The Proponent understands that, in the event his/her Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to abide by the terms and conditions set out in Appendix B to the RFSQ.

8. Financial Proposal Form

Please provide the following pricing information for three (3) years. All prices quoted in response to the RFSQ shall be firm and in Canadian dollars, exclusive of taxes.

The Partnership reserves the right to clarify any information provided, and to request additional pricing-related information from shortlisted Proponents, to fully understand potential cost impacts associated with a Proposal.

The Proponent's Financial Proposal must include his/her firm, all-inclusive per-word and hourly rate to provide the services as described in this RFSQ document in the format provided below.

| | Work | Qty (A) | Unit Price (yr. 1, 2 & 3) (B) | Sub Total (A x B) | Rush request * Unit price |
|---|----------|-------------|-------------------------------|-------------------|---------------------------|
| 1 | Revision | 1 hour | \$ _____ Per Hour | \$ _____ | \$ _____ Per Hour |
| 2 | Revision | 1,000 words | \$ _____ Per word | \$ _____ | \$ _____ Per Word |
| | | | | | |

* Please confirm if minimum fees are applicable.

*Rush requests for Revision Services are those that would require faster turnaround than the following:

| # of Words | # of Days |
|--------------------|-----------|
| 3,000-4,500 words | 1 day |
| 4,501-9,000 words | 1-2 days |
| 9,001-13,500 words | 2-3 days |
| 13,501-18,000 | 3-4 days |



In the event of mathematical errors in extensions, unit prices shall prevail.

By affixing my signature below, I confirm that this Form of Offer has been completed with no changes to the text provided in the RFSQ.

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

Appendix B – Terms and Conditions

Additional Terms and Conditions For Agreements – For Profit

Canadian Partnership Against Cancer Corporation

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'elles 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 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 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.

VERSION – February 2017