



Her Majesty the Queen in Right of Ontario

As represented by

The St. Lawrence Parks Commission (SLPC)

Request for Bids (RFB)

For

Roofing and Siding Replacement on the Grader Shed

RFB No.: RFB 18-30

Issued: January 24, 2019

RFB Closing Date: 01:00:00 p.m. (Eastern Standard Time) on February 14, 2019

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1 PART 1 - PROCUREMENT DETAILS	
1.1 Definitions	
Definitions for capitalized words can be located in Appendix A - Definitions.	
1.2 Initial Procurement Details	
Subject of procurement:	Roofing and Siding Replacement – Grader Shed
RFB #:	RFB 18-30
Procuring entity:	Her Majesty the Queen in the right of Ontario as represented by The St. Lawrence Parks Commission (“SLPC”)
Contact:	Name: Monique Paquette Email: monique.paquette@parks.on.ca
Desired number of Vendors:	One (1)
Bidder eligibility requirements included:	“Yes, see Appendix C.2 – Mandatory Eligibility Requirements Form”
1.3 Proposed RFB Schedule	
Issue date of RFB:	January 24, 2019
Site Visit	February 04, 2019 at 10:00 a.m. (Eastern Standard Time)
Bidder's deadline for questions:	February 06, 2019 at 11:00 a.m. (Eastern Standard Time)
Deadline for issuing addenda:	February 08, 2019 at 2:00 p.m. (Eastern Standard Time)
RFB Closing Date:	February 14, 2019 at 1:00 p.m. (Eastern Standard Time)
Period for which bids are irrevocable after RFB Closing Date:	120 days
Bids must be received at the closing location included in the Bid Submission Label by the RFB Closing Date. Bids submitted after the RFB Closing Date will be deemed late, disqualified and returned to the Bidder.	
The proposed RFB schedule is tentative and may be changed by the SLPC in its sole discretion at any time prior to the RFB Closing Date.	

1 PART 1 - PROCUREMENT DETAILS

1.4 Proposed Agreement Dates

Execution of agreement:	Within 15 days of notification of selection.
Anticipated start date for contract:	February 19, 2019
Term of agreement:	1 month
Option to extend:	No

[End of Part 1]

2 PART 2 - CONTENTS OF A COMPLETE BID

2.1 Structure of Bid

A complete Bid should be structured into the following three (3) sections. Bidders are to include all of the forms listed below, unless specified otherwise. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification.

This checklist may be used by Bidders to assist in Bid preparation. It will not be evaluated.

2.1.1 The Qualification Response

- Appendix C.1 - Form of Offer (mandatory)
- Appendix C.2 - Mandatory Eligibility Requirements Form (mandatory)
- Appendix C.3 – Reference Form (mandatory)

2.1.2 The Commercial Response

- Appendix C.4 - Pricing Form (mandatory)

To use when submitting a Bid:

- Appendix C.5 - Bid Submission Label
- Appendix C.6 - Pricing Envelope Label

2.2 Format of Bid

Bidders should format their Bids in accordance with the sequence of sections set out in Section 2.1 and follow instructions included in this RFB. When responding to a specific criterion, your Bid should reference applicable sections set out in this RFB.

Bids must be in English. Bids should be prepared using text in a common font that is 12 points in size. Bidders should adhere to page limits where identified. Any pages in excess of the page limits will not be evaluated.

Bids should be specific to the Deliverables of the RFB and information requested. Bidders should provide clear, complete, and concise responses to RFB requirements. Brochures or marketing material should not be included and will not be evaluated if received.

2 PART 2 - CONTENTS OF A COMPLETE BID

Bids are to be submitted in a sealed package(s) to the address set out on the Bid Submission Label. The Bid Submission Label must be affixed to the outside of the sealed package(s). Please provide:

- (a) One (1) original and **one (1)** additional hard copies containing only the Qualification Response.
- (b) the Commercial Response in a separate, sealed envelope affixed with the Pricing Envelope Label. Please provide one (1) original hard copy.

[End of Part 2]

3 PART 3 - THE DELIVERABLES

This section of the RFB describes what is being procured.

The contents of this part will be in the final Contract if you are successful and you will be expected to deliver and/or perform all requirements set out in this part for the price you propose in Appendix C.5 - Pricing Form.

3.1 Objectives

To re-vamp the Grader Shed in order to prolong the life of the building.

3.2. Background and History

The St. Lawrence Parks Commission is an agency of the Ministry of Tourism, Culture and Sport that manages parks and conservation areas along the St. Lawrence River, in Southeastern Ontario. Crysler Park Service Area is located at 13605 C.R #2, in Morrisburg.

The Service Building and yard houses the maintenance personnel and equipment used to service the St. Lawrence Parks Commission. It consists of a small office area a large garage space with 10 bays and a loading dock and storage area. There are several out buildings including large grader and drive sheds located on the property.

3.3 Deliverables

The Service building has several out buildings located on the property, one of which is a 65' x 35' storage building used to house several pieces of equipment. The "grader shed" is clad with an exposed fastener, lap seam aluminum panels on the sides and top of the building. The Roof and siding have reached the end of their useful life and need to be replaced. The contractor will be responsible for the removal of all the siding and roofing panels and the contractor will be responsible for the supply and install of new 24-gauge standard size panels.

Also, as part of this project the contractor will be responsible for the removal and replacement of the "barn door" type hardware and tracking on the front, side and rear of building.

3.3.1 Scope of Work

The scope of work will include but not limited to the following:

- Investigation of existing site conditions, as described above
- Removal and stacking of old panels in a spot chosen by the SLPC
- Installation of new 24-gauge, exposed fastener, lap seam panels
- Replacement of soffit and fascia around building
- Replacement of door tracking and hardware
- Hand over of all Operations and Maintenance materials (manuals, drawings, warranty info, etc.)

3.3.2 Contractor Responsibilities

The Contractor will be responsible for the following:

3.4 SLPC's Responsibilities

- SLPC staff shall provide the Contractor all survey and property description data within its possession for the performance of services;

- SLPS shall guarantee full access to the property for the performance of services, within regular business hours.

3.5 General Conditions and Contractor's Responsibilities

- The Contractor is responsible for investigating the current site conditions for safety and any issues that may disrupt the completion of work;
- The Contractor shall comply with all federal, provincial and local laws and codes;
- Contractor will only use competent personnel and equipment qualified to do the work;
- The Contractor is responsible for providing samples and/or shop drawings for color finish and suitability of materials for review and sign off by SLPC;
- The Contractor must ensure the following:
 - Lap joints are to be sealed as per industry standard at minimum sealant tape;
 - Finishes on panels are to be suitable for harsh climate;
 - All fasteners are to be gasket head and corrosion resistant;
 - Panels must have minimum 1" overhand at eaves;
 - When end lapping panels a sealant at the top and bottom must be used; and
 - Install ridge cap with proper closures for the system and closure tape.

3.6 Project Completion

All work must be completed, site cleaned up and all equipment removed from the site **no later than 5:00 p.m. on Friday, March 29, 2019.**

3.7 Warranty and Guarantee

The Contractor warrants it will perform its services, as more particularly described in this scope of work in accordance with the current standards of care and diligence normally practiced by recognized Roofing/Siding firms in performing services of a similar nature. If within one (1) year after Substantial Completion it is shown that there is an error in the Contractor's installation services, the Contractor shall correct deficiencies without additional compensation.

3.8 Site Visit

A non-mandatory site meeting has been scheduled for 10:00 a.m. Monday, February 4, 2019, beginning at Maintenance Service Yard Building, located at 13605 County Road 2, Morrisburg , Ontario, K0C 1X0. To confirm your attendance, please contact Monique Paquette at 613-543-3704 ext. 2487 or e-mail: monique.paquette@parks.on.ca.

[End of Part 3]

4 PART 4 - EVALUATIONS

4.1 Overview of the Evaluation Process

There are two (2) stages in the evaluation process.

4.1.1 Stage 1 - Evaluation of Qualification Response and Mandatory Requirements

In this stage the Bid will be reviewed to ensure that it contains all of the forms listed in Section 2.1 – Structure of a Complete Bid. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification from the RFB process.

If the Bid includes the mandatory forms and meets the mandatory requirements, it will move to the next stage.

4.1.2 Stage 2 - Commercial Response Evaluation

In this stage the Commercial Response contained in the Appendix C.4 - Pricing Form will consist of an evaluation of the submitted pricing of compliant bids. Subject to the express and implied rights of the SLPC, the lowest price/cost bid will be selected to enter into the form of Agreement attached as Appendix A to the RFB.

4.2 Selection of Bidder and Execution of Agreement

Once the Commercial Response is evaluated, and subject to satisfactory reference checks, tax compliance verification from the Ministry of Finance and the express and implied rights of the SLPC, the Bidder with the lowest price and cost will be selected to enter into the Agreement, attached hereto as Appendix A.

Bidder(s) asked to sign the Agreement following the evaluation process will be sent a selection letter along with copies of the Agreement to sign and return within the time limit provided. Other documentation that may be requested at that time includes:

- proof of insurance as outlined in the Agreement;
- proof of W.S.I.B. coverage as outlined in the Agreement;
- proof of security clearance as outlined in Appendix B - Form of Agreement if required;
- proof of tax compliance as outlined in Appendix C.1 - Form of Offer; and other documents as required in the selection letter.

[End of Part 4]

5 PART 5 - TERMS AND CONDITIONS

General Terms and Conditions

5.1 Bidder Representations and Warranties

By submitting a Bid for consideration, the Bidder in each case, agrees, confirms or warrants as follows:

- (i) to be bound to their Bid;
- (ii) that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the SLPC discovers a Bidder's failure to disclose all actual or potential Conflicts of Interest, the SLPC may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;
- (iii) that it has accepted the provisions of this RFB and has prepared its Bid with reference to all of the provisions of the RFB including the attached Form of Agreement and has factored all of those provisions, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated in the Pricing Form; and
- (iv) that its Bid was arrived at separately and independently, without conspiracy, collusion or fraud. See the [Competition Bureau of Canada](#) for further information.

5.2 General Instructions and Requirements

5.2.1 Bidders to Follow Instructions

Bidders should structure their Bids in accordance with the instructions in this RFB. Where information is requested in this RFB, any response made in a Bid should reference the applicable section numbers of this RFB where that request was made.

5.2.2 Conditional Bids May Be Disqualified

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFB including the Form of Offer and Form of Agreement, either as part of its Bid or after receiving notice of selection, may be disqualified. The SLPC acknowledges the need to add transaction-specific particulars to the Form of Agreement but the SLPC will not otherwise make material changes to the Form of Agreement.

5.2.3 Bidders to Obtain RFB Only Through BravoSolution

This RFB is available only through BravoSolution at ontariotenders.bravosolution.com, the electronic tendering system used by the Province of Ontario. For further information about BravoSolution call 1-866-722-7390 or email eTenderhelp_CA@bravosolution.com

A Bidder who has not obtained this RFB through BravoSolution may have its Bid disqualified unless the SLPC can verify, to its satisfaction, that the document being bid on is the one issued by the SLPC.

5 PART 5 - TERMS AND CONDITIONS

5.2.4 Bids in English

All Bids are to be in English only. Any Bids received by the SLPC that are not entirely in the English language may be disqualified.

5.2.5 SLPC's Information in RFB Only an Estimate

The SLPC and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFB or issued by way of addenda. Any quantities shown or data contained in this RFB or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work.

It is the Bidder's responsibility to avail itself of all information necessary to prepare a Bid in response to this RFB.

5.2.6 Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid including but not limited to, if applicable, costs incurred for interviews or demonstrations.

5.2.7 No Guarantee of Volume of Work or Exclusivity of Contract

The SLPC makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement executed with the successful Bidder will not be an exclusive contract for the provision of the described Deliverables. The SLPC may contract with others for the same or similar Deliverables to those described in this RFB or may obtain the same or similar Deliverables internally.

5.2.8 RFB Terms

All rights and obligations that apply to this procurement process are found only in the RFB. For greater clarity, no other documents are to be read into this RFB or used to interpret or understand its terms or establish any rights or obligations related to this procurement.

5.2.9 Accessibility Obligations

The Province of Ontario is committed to the highest possible standard for accessibility. Vendor(s) are responsible for complying with the requirements under the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001* and *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations. In circumstances where Vendors are providing a service to the public on behalf of the SLPC, they may need to follow SLPC direction to ensure SLPC compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation).

5 PART 5 - TERMS AND CONDITIONS

5.2.10 Trade Agreements

Bidders should note that procurements falling within the scope of:

- (a) Chapter 5 of the Agreement on Internal Trade ("AIT");
- (b) the Trade and Cooperation Agreement between Ontario and Quebec ("Ontario/Quebec");
or
- (c) the Agreement between the Government of Canada and the Government of the United States of America on Government Procurement ("GPA")

are subject, respectively, to that chapter or those agreements but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFB. In any event of the preceding, all rights under each of those trade agreements, wherever prosecuted, shall be limited to the remedies available in each. For further reference please see: (for the AIT) the [Internal Trade Secretariat](#) website; (for Ontario/Quebec) the [Ontario Ministry of Economic Development, Employment and Infrastructure](#); and (for the GPA) the [Canadian Federal Government](#) website.

5.2.11 Green Bids

In keeping with the SLPC's efforts to reduce environmental footprints, Bidders are encouraged to use the most eco-friendly option in preparing their Bid. This includes printing hard copies of the Bid on both sides of the paper, avoiding colour printing where possible and the use of paper that is: (1) certified by one of the following three standards: the Forest Stewardship Council, the Canadian Standards Association, or the Sustainable Forest Initiative; (2) 100% post-consumer waste recycled; and (3) chlorine-free.

Bidders are also encouraged to avoid the use of unnecessary binder coverings. The use of binders can add unnecessary weight to packages which can increase the difficulty of file movement, processing, and storage. Unless other binding materials are necessary or important, Bidders are encouraged to bind each Bid copy using a staple.

5.3 Communication after Issuance of RFB

5.3.1 All New Information to Bidders by way of Addenda

This RFB may only be amended by an addendum in accordance with this section. If the SLPC, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all Bidders by addenda by way of BravoSolution. Each addendum shall form an integral part of this RFB.

Such addenda may contain important information including significant changes to this RFB. Bidders are responsible for obtaining all addenda issued by the SLPC.

Bidders who intend to respond to this RFB must obtain through BravoSolution all of the information documents that are issued through BravoSolution.

5 PART 5 - TERMS AND CONDITIONS

5.3.2 Post-Deadline Addenda and Extension of RFB Closing Date

The SLPC may, at its discretion, issue addendum after the deadline for issuing addenda and may also then extend the RFB Closing Date for a reasonable amount of time.

5.3.3 SLPC May Verify Information or Seek Clarification and Incorporate Response into Bid

The SLPC reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the RFB Closing Date including those related to an ambiguity in a Bid or in any statement made subsequently during the evaluation process. The response received by the SLPC from a Bidder shall, if accepted by the SLPC, form an integral part of that Bidder's Bid. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means the SLPC deems appropriate and may include contacting,

- (a) any person identified in the Bid; and
- (b) persons or entities other than those identified by any Bidder.

In submitting a Bid, a Bidder is deemed to consent to the SLPC's verification or clarification rights.

In the event that the SLPC receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the SLPC to be inaccurate, incomplete or misleading, the SLPC reserves the right to revisit the Bidder's compliance with the mandatory requirements and/or adjust the scoring of rated requirements.

5.4 Bid Process Requirements

5.4.1 Bids must be submitted on time at prescribed location

Bids must be submitted at the location set out in the Bid Submission Label before the RFB Closing Date. Bids submitted after this point in time will be deemed late, disqualified and returned to the Bidder. For the purpose of calculating time, the SLPC clock at the prescribed location for submission shall govern.

5.4.2 Bid Irrevocable after RFB Closing Date

Bids shall remain irrevocable in the form submitted by the Bidder for the period set out in Part 1 of this RFB running from the moment that the RFB Closing Date has lapsed.

5 PART 5 - TERMS AND CONDITIONS

5.4.3 Bidders to Review RFB

Bidders shall promptly examine all of the documents comprising this RFB and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by e-mail on or before the Bidder's deadline for questions to the Contact set out at Part 1 of this RFB. All questions submitted by Bidders by email to the Contact shall be deemed to be received once the e-mail has entered into the Contact's email inbox. No such communications are to be directed to anyone other than the Contact. The SLPC is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Bidder to seek clarification from the Contact on any matter it considers to be unclear. The SLPC shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFB or its process.

5.4.4 No Incorporation by Reference by Bidder

The entire content of the Bid should be submitted in a fixed form and the content of web sites or other external documents referred to in the Bid will not be considered to form part of its Bid.

5.4.5 Amending or Withdrawing Bids Prior to RFB Closing Date

At any time prior to the RFB Closing Date, a Bidder may amend or withdraw a submitted Bid by sending a notice of amendment or withdrawal to the Contact. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Bid the amendment is intending to replace.

5.4.6 Bid to be Retained by the SLPC

Except for those Bids submitted past the RFB Closing Date, the SLPC will not return any Bid or accompanying documentation submitted by a Bidder including amended or withdrawn bids.

5.5 Execution of Agreement, Notification and Debriefing

5.5.1 Selection of Bidder

The SLPC anticipates that it will select a Bidder within the irrevocable period. Notice of selection by the SLPC will be in writing. The Preferred Bidder shall execute the Agreement in the form attached to this RFB and satisfy any other applicable conditions of this RFB within the period of time set out to do so in Part 1 of this RFB. This provision is solely to the benefit of the SLPC and may be waived by the SLPC at its sole discretion.

Bidders are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The SLPC will consider such requests for clarification in accordance with its right to do so under this RFB.

5 PART 5 - TERMS AND CONDITIONS

5.5.2 Failure to Enter into Agreement

In addition to all of the SLPC's other remedies, if a selected Bidder fails to execute the Agreement or satisfy any other applicable conditions within the period of time set out to do so in Part 1 of this RFB following the notice of selection, the SLPC may, in its sole discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

5.5.3 Notification to Other Bidders of Outcome of Procurement Process

Once the successful Bidder and the SLPC execute the Agreement, the other Bidders will be notified by the SLPC in writing of the outcome of the procurement process, including the name of the successful Bidder, and the award of the contract to the successful Bidder.

5.5.4 Debriefing

Unsuccessful Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Bidder in presenting a better Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

5.5.5 Bid Dispute

Bidders are advised that a formal bid dispute process is available, the details for which are available from the Contact.

5.5.6 Prohibited Bidder Communications

Bidders shall address all questions and requests for clarification with respect to their Bids, or the RFB documents or the RFB process only to the Contact set out at Part 1 of this RFB.

Bidders shall not contact or make any attempt to contact,

- (a) any Ontario government employee or representative, other than the SLPC Contact; or,
- (b) any other Bidder

with respect to a Bid, the RFB documents, or the RFB process, at any time during the RFB process.

Without limiting the generality of the above, Bidders, shall not contact or attempt to contact,

- (a) any member of the SLPC evaluation team for the RFB;
- (b) any expert or advisor assisting the SLPC evaluation team;
- (c) any staff of the Premier of Ontario's office or the Ontario Cabinet Office;
- (d) any Member of the Ontario Provincial Parliament or his or her staff or advisors; or
- (e) any Member of the Ontario Provincial Cabinet or their staff or advisors,

on matters related to their Bids, the RFB documents, or the RFB process at any time during the RFB process.

5 PART 5 - TERMS AND CONDITIONS

5.5.7 Bidder Not to Make a Public Statement or Communicate with Media

A Bidder may not at any time directly or indirectly make a public statement or communicate with the media in relation to this RFB or any contract awarded pursuant to this RFB without first obtaining the written permission of the Contact. Where a Bidder makes a communication contrary to this section the SLPC may disclose such information necessary to correct any inaccuracy of information.

5.5.8 Confidential Information of SLPC

All information provided by or obtained from the SLPC in any form in connection with this RFB either before or after the issuance of this RFB:

- (a) is the sole property of the SLPC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFB and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the SLPC; and
- (d) shall be returned by the Bidders to the SLPC immediately upon the request of the SLPC.

5.5.9 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, applies to information provided to the SLPC by a Bidder. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the SLPC. The confidentiality of such information will be maintained by the SLPC, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the SLPC's advisers retained for the purpose of evaluating or participating in the evaluation of their Bids.

By submitting any Personal Information requested in this RFB, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Bidder to provide the Deliverables, such information may be used by the SLPC to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFB, questions are to be submitted to the Contact in accordance with the Bidders to Review RFB section.

5.6 Reserved Rights and Governing Law

5 PART 5 - TERMS AND CONDITIONS

5.6.1 Reserved Rights of the SLPC

The SLPC reserves the right to:

- (a) make public the names of any or all Bidders; the name of the successful Bidder(s); and, the total price for the contract awarded;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid;
- (c) assess a Bidder's Bid on the basis of:
 - (i) a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the Bidder's past performance on previous contracts awarded by the Government of Ontario;
 - (iv) the information provided by a Bidder pursuant to the SLPC exercising its clarification rights under this RFB process; or
 - (v) other relevant information that arises during this RFB process;
- (d) waive non-compliance where, in the SLPC's sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The SLPC will be the sole judge of whether a Bid is accepted or rejected;
- (e) verify with any Bidder or with a third party any information set out in a Bid;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any bid or rescind any contract award where the bidder either: fails to disclose; or, is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by the SLPC;
- (i) disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFB;
- (j) make changes, including substantial changes, to this RFB provided that those changes are issued by way of addenda in the manner set out in this RFB;
- (k) select any Bidder other than the Bidder whose Bid reflects the lowest cost to the SLPC or the highest score;
- (l) cancel this RFB process at any stage;

5 PART 5 - TERMS AND CONDITIONS

- (m) cancel this RFB process at any stage and issue a new RFB for the same or similar Deliverables;
- (n) accept any Bid in whole or in part; or
- (o) reject any or all Bids;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the SLPC shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the SLPC exercising any of its express or implied rights under this RFB.

By submitting its Bid, the Bidder authorizes the collection by the SLPC of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.6.2 Governing Law of RFB Process

This RFB process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.7 No Supplementary Terms and Conditions

[End of Part 5]

APPENDIX A - DEFINITIONS

The following definitions are applicable to this RFB.

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

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

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

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

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

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

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

“Contact” means the person listed in Section 1.2.

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

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

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

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Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions)

Agreement

This Agreement (the “Agreement”), made in triplicate, for “ROOFING & SIDING REPLACEMENT – GRADER SHED” is effective as of [insert start date for the Term] (“Effective Date”),

Between:

Her Majesty the Queen in right of Ontario
as represented by the St. Lawrence Parks Commission

(referred to as the “SLPC”)

And:

[Insert Legal Name of Vendor]

(referred to as the “Vendor”)

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

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

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

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

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

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

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

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

- (a) in relation to the RFB process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Bid that is confidential to the Crown and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the SLPC; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in a Crown contract, the Vendor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

"Expiry Date" means **March 29, 2019** or, if the original term is extended, the final date of the extended term;

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

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

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

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

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

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

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

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

"Ontario Public Service" and "OPS" means the [entities listed under the heading Ontario Public Sector](#) on the Ministry of Government Services Internet site, as amended from time to time.

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

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

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

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

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

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

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

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

“RFB” means the Request for Bids dated **January 31, 2019** for **Roofing and Siding Replacement – Grader Shed** reference number **RFB 18-30** issued by the SLPC for the Deliverables and any addenda to it;

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

[Insert address] SLPC Representative: **[Insert]**
Telephone: **[Insert]** Facsimile: **[Insert]** e-mail: **[Insert]**

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

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

[Insert address] Vendor Representative: **[Insert]**
Telephone: **[Insert]** Facsimile: **[Insert]** e-mail: **[Insert]**

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

“Vendor’s Personnel” includes the directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors of the Vendor;

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

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

1.02 No Indemnities from SLPC

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

1.03 Entire Agreement

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

1.04 Severability

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

1.05 Interpretive Value of Contract Documents

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

1.06 Interpretive Value of Headings

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

1.07 Force Majeure

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

1.08 Notices by Prescribed Means

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

additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.09 Governing Law

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

1.10 Currency

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

Article 2 – Nature of Relationship Between SLPC and Vendor

2.01 Vendor’s Power to Contract

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

2.02 Representatives May Bind the Parties

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

2.03 Vendor Not a Partner, Agent or Employee

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

2.04 Responsibility of Vendor

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

2.05 No Subcontracting or Assignment

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

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

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

2.08 Contract Binding

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

Article 3 – Performance by Vendor

3.01 Commencement of Performance

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

3.02 Performance Warranty

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

3.03 Use and Access Restrictions

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

3.04 Notification by Vendor to SLPC

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

3.05 Condonation Not a Waiver

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

3.06 Changes By Written Amendment Only

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

3.07 Vendor to Comply with Reasonable Change Requests

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

3.08 Pricing for Requested Changes

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

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

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

3.09 Non-Exclusive Contract, Work Volumes

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

3.10 Performance by Specified Individuals Only

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

qualifications than the individual named in the Contract. The Vendor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.11 Security Clearance

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

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

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

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

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

3.12 Accessibility Requirements

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

3.13 SLPC Rights and Remedies and Vendor Obligations Not Limited to Contract

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

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

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

4.02 Default Billing and Payment Process

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

- (a) the Vendor shall provide the SLPC with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the SLPC; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the SLPC, identified as separate items;
- (b) the SLPC shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the SLPC rejects the billing statement, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the SLPC to substantiate the billing statement; and
- (c) each billing statement is subject to the approval of the SLPC before any payment is released and payment shall be made within thirty (30) Business Days of such approval;

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

4.03 Hold Back or Set Off

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

4.04 No Expenses or Additional Charges

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

4.05 Payment and Collection of Taxes and Duties

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

4.06 Withholding Tax

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

4.07 Interest on Late Payment

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

4.08 Document Retention and Audit

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

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

5.01 Confidentiality and Promotion Restrictions

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

5.02 OPS Confidential Information

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

5.03 Restrictions on Copying

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

5.04 Injunctive and Other Relief

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

5.05 Notice and Protective Order

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

5.06 FIPPA Records and Compliance

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

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

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

5.07 Survival

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

Article 6 – Intellectual Property

6.01 SLPC Intellectual Property

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

6.02 Newly Created Intellectual Property

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

6.03 Vendor Intellectual Property

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

6.04 Presumption Governing Intellectual Property Ownership

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

6.05 Vendor's Grant of Licence

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

6.06 No Restrictive Material in Deliverables

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

6.07 Vendor Representation and Warranty Regarding Third-Party Intellectual Property

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

6.08 Assurances Regarding Moral Rights

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

6.09 Copyright Notice

The Vendor shall place a copyright notice on all recorded Deliverables it provides to the SLPC under the Contract in the following form: "© Queen's Printer for Ontario, "2019"

6.10 Further Assurances Regarding Copyright

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

6.11 No Use of Ontario Government Insignia

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

6.12 SLPC May Prescribe Further Compliance

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

6.13 Survival

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

Article 7 – Indemnity and Insurance

7.01 Vendor Indemnity

The Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Vendor or the Vendor's Personnel in the course of the performance of the Vendor's obligations under the Contract or otherwise in connection the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Vendor's Insurance

The Vendor hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$2,000,000**. per occurrence, **\$2,000,000**. products and completed operations aggregate. The policy is to include the following:
- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Contract;
 - contractual liability coverage;
 - cross-liability clause;
 - employers' liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
 - 30-day written notice of cancellation, termination or material change;
 - tenants' legal liability coverage (if applicable and with applicable sub-limits); and,
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$2,000,000. per claim and in the annual aggregate.

7.03 Proof of Insurance

The Vendor shall provide the SLPC with certificates of insurance or other proof as may be requested by the SLPC that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the SLPC, a copy of each insurance policy shall be made available to it. The Vendor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Proof of W.S.I.A. Coverage

If the Vendor is subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the SLPC prior to the execution of the Agreement by the SLPC. In addition, the Vendor shall from time to time, at the request of the SLPC provide additional WSIA clearance certificates. The Vendor covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the SLPC shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Vendor or its

Subcontractors and to deduct such amount from any amount due and owing from time to time to the Vendor pursuant to the Contract together with all costs incurred by the SLPC in connection therewith.

7.05 Vendor Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by the SLPC, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The SLPC may elect to participate in or conduct the defence of any such Proceeding by notifying the Vendor in writing of such election without prejudice to any other rights or remedies of the SLPC under the Contract, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. The Vendor shall not enter into any settlement unless it has obtained the prior written approval of the SLPC. If the Vendor is requested by the SLPC to participate in or conduct the defence of any such Proceeding, the SLPC agrees to co-operate with and assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If the SLPC conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist the SLPC to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

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

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

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

8.02 Dispute Resolution by Rectification Notice

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

8.03 Termination on Notice

- (a) The SLPC reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days' prior notice to the Vendor.
- (b) The SLPC reserves the right to terminate the Contract, with due cause, at any time by giving twenty-four (24) hours written notice to the Vendor.

8.04 Termination for Non-Appropriation

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

8.05 Vendor's Obligations on Termination

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

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

This section shall survive any termination of the Contract.

8.06 Vendor's Payment Upon Termination

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

8.07 Termination in Addition to Other Rights

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

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date.

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

Her Majesty the Queen in right of Ontario
as represented by the St. Lawrence Parks
Commission

Signature: _____

Name:

Title:

Date of Signature: _____

Pursuant to delegated authority

[insert legal name of Vendor]

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Vendor.

Schedule 1
Schedule of Deliverables, Rates and Supplementary Provisions

[To be completed after selection of the Preferred Bidder]

A. Description of Deliverables

B. Rates and Reimbursements

B.1 Maximum Fee

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

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

B.2 Personnel and Rates

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

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

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

APPENDIX C - FORMS

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

APPENDIX C.1 - FORM OF OFFER

Bidder Instructions:

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

In addition, if a Preferred Bidder is a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario), it will be required to demonstrate that it has met its corporate tax filing obligations by obtaining proof from the Canada Revenue Agency and forwarding this proof to the Ministry of Finance. Preferred Bidders will receive instructions regarding this process from the Contact set out in Section 1.2 of this RFB prior to contract award.

The Preferred Bidder must, as a precondition of entering into an Agreement, ensure that its Ontario tax status is or is brought into good standing and provide evidence of its good standing to the SLPC. The SLPC will rescind the notice of selection of a Bidder who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFB.

Bidders may direct enquiries regarding the Tax Compliance Declaration Form to the Contact set out in Section 1.2.

[End of Instructions to Form of Offer]

APPENDIX C.1 - FORM OF OFFER

Page 1 of 4

This Form of Offer must be signed and all 4 pages of the original included with the Bid

To Her Majesty the Queen in right of Ontario as represented by the St. Lawrence Parks Commission ("SLPC")

1. Bidder Information

(a) The full legal name of the Bidder is:	
(b) Any other registered business name under which the Bidder carries on business is:	
(c) The jurisdiction under which the Bidder is formed is:	
(d) The name, address, telephone, facsimile number and email address of the contact person for the Bidder:	
(e) The name, address, telephone, facsimile number and e-mail address of the contact person for the company security officer for the Bidder:	
(f) Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership:	

2. Offer

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

APPENDIX C.1 - FORM OF OFFER

Page 2 of 4

3. Mandatory Forms

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

4. Commercial Response

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

5. Addenda

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

6. Bid Irrevocable

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

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest set out in the Form of Agreement, both definition part (a) and (b).

If the boxes in this section are left blank, the Bidders will be deemed to declare that it had no foreseeable Conflict of Interest (either definition part (a) or (b)) in performing the contractual obligations contemplated in the RFB. Otherwise, if either or both of the following statements apply, check the appropriate box.

- Part (a) of definition: The Bidder declares that there is an actual or potential unfair advantage relating to the preparation and submission of its Bid.
- Part (b) of definition: The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFB.

If the Bidder declares an actual or potential Conflict of Interest by marking either of the boxes, the Bidder must describe it in the following space provided.

APPENDIX C.1 - FORM OF OFFER

Page 3 of 4

In addition to the preceding declarations, the Bidder must complete the following which relates to potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service ("OPS") and have ceased that employment prior to the RFB Closing Date:

Name of Individual:	
Job Classification (of last position within OPS):	
Ministry/Agency (where last employed with OPS):	
Last Date of Employment with OPS:	
Name of Last Supervisor with OPS:	
Brief Description of Individual's Job Functions (at last position with OPS):	
Brief Description of Nature of Individual's Participation in Preparation of Bid:	

(Repeat for each identified individual)

The Bidder agrees, upon request, to provide the SLPC with additional information from each individual identified in the preceding form prescribed by the SLPC. The SLPC will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder.

8. Disclosure of Information

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

9. Proof of Insurance

By signing the Form of Offer, the Bidder agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage as set out in the Form of Agreement.

APPENDIX C.1 – FORM OF OFFER

Page 4 of 4

10. Tax Compliance Declaration

The Ontario Government expects all Vendors meet their Ontario tax obligations on a timely basis. In this regard, Bidders are advised that their Ontario tax obligations, if any, must be in good standing in order to be considered for a contract award (see Bidder Instructions #5). In order to be considered for a contract award, the Bidder must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that **(insert legal name of Bidder)** _____ (the "Bidder") at the time of submitting its Bid, is in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance or by the Canada Revenue Agency, and that, in particular, all returns required to be filed have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained; or the Bidder will take all necessary steps prior to being considered for contract award in order to be in full compliance with all applicable Ontario tax statutes.

(Please check applicable box) The Bidder is / is not a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario).

(Please insert Bidder's Business Number) _____

Consent to Disclosure

The Bidder consents to the St. Lawrence Parks Commission ("Requesting Agency") releasing the taxpayer information to the Ministry of Finance as necessary for the purpose of verifying the Bidder's compliance with Ontario tax statutes.

The Bidder consents to the Ministry of Finance releasing taxpayer information to the Requesting Agency as necessary for the purpose of verifying the Bidder's compliance with Ontario tax statutes.

11. Execution of Agreement

The Bidder understands that in the event its Bid is selected by the SLPC, in whole or in part, the Bidder agrees to finalize and execute the agreement in the form set out in the Form of Agreement attached to this RFB and in accordance with the terms of this RFB.

Dated at _____ this ____ day of _____ 20__

(Signature of Authorized Signing Officer)

(Print Name)

(Print Title)

I have authority to bind the Bidder

(Signature of Witness)

(Name of Witness)

APPENDIX C.2 - MANDATORY ELIGIBILITY REQUIREMENTS FORM

A Bidder's eligibility must be demonstrated before a Bid may be accepted.

All Bidders must include evidence in the Bid for all of the mandatory eligibility requirements set out in the following table. Failure to do so may result in disqualification.

As noted in the table below, please identify the location of the evidence within your Bid for each eligibility requirement in the 'Location in Bid' section of the following table.

Eligibility Requirement	Evidence to be Provided	Location in Bid
Form of Offer	Appendix C.1	
Reference Form	Appendix C.3	
Pricing Form	Appendix C.4	

APPENDIX C.3 - REFERENCE FORM

Bidder Instructions:

Each Bidder is requested to provide three (3) references from clients who have obtained similar goods and services in the last **5 years** as those requested in this RFB. The SLPC reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

Reference #1

Company Name:

Company Address:

Contact Name:

Contact Telephone Number:

Contact Email:

Date Work Undertaken:

Nature of Assignment:

Reference #2

Company Name:

Company Address:

Contact Name:

Contact Telephone Number:

Contact Email:

Date Work Undertaken:

Nature of Assignment:

Reference #3

Company Name:

Company Address:

Contact Name:

Contact Telephone Number:

Contact Email:

Date Work Undertaken:

Nature of Assignment:

APPENDIX C.4 - PRICING FORM

Bidder Instructions:

1. Pricing shall be provided in Canadian Funds, inclusive of all applicable duties and exclusive of all taxes.
2. Pricing quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.
3. A Bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Form may be disqualified.
4. Bidders may not amend this form in any way other than by providing the requested information.
5. No other fees or charges will be paid for the Deliverables other than those set out on the form.

Bidder's Legal Name:

ROOFING AND SIDING REPLACEMENT – GRADER SHED

LUMP SUM PRICE \$ _____

H.S.T. \$ _____

TOTAL PRICE \$ _____

APPENDIX C.5 - BID SUBMISSION LABEL

Bidder Instructions:

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

[End of Instructions to Bid Submission Label Form]

APPENDIX C.5 - BID SUBMISSION LABEL

Affix this Label to your Bid Submission Package

RFB No:18-30

RFB Title: Roofing & Siding Replacement – Grader Shed

RFB Closing Date:

- **Date: February 14, 2019**
- **Time: 01:00 p.m. (Eastern Standard Time)**

Bidder to complete the following:

Full Legal Name:

Address:

Contact Name:

Phone:

**To: The St. Lawrence Parks Commission
Administration Office, upstairs
13740 County Road 2
Morrisburg, ON K0C 1X0**

The Postal Code is to aid in identifying the building only. The onus remains solely with Bidders to instruct courier/delivery personnel to deliver Bids to the exact floor location specified above by the RFB Closing Date. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

NOTE: TENDER ADMINISTRATION OFFICE ENTRANCE IS LOCATED AT THE SOUTH WEST SIDE OF THE BUILDING.

APPENDIX C.6 - PRICING ENVELOPE LABEL

Affix this label to the separate sealed envelope containing the Pricing Form

Pricing Envelope

RFB # 18-30

RFB Title: ROOFING AND SIDING REPLACEMENT – GRADER SHED

Name of Bidder: _____

The Pricing Envelope only contains the Commercial Response.

Please Provide:

- 1. Appendix C4 – Pricing Form, including all pricing information**

Important:

Bidders are asked not to include any additional items in the Pricing Envelope other than what has been requested