



Ministry of Education
by its Agent the Shared Services Bureau
Request for Proposals
for
Studies of the Implementation of the Early Reading and Early Math Strategies

Issued: July 24, 2003

Proposal Submission Deadline: September 12, 2003

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PART 1 – INTRODUCTION

1.1 INVITATION TO PROPONENTS

This Request for Proposal ("RFP") is an invitation to prospective proponents to submit proposals for the provision of four linked studies of components of the Early Reading Strategy and Early Math Strategy and the analytical report, as further described in Part 2 - The Deliverables ("the Deliverables"). This RFP is issued by Her Majesty the Queen in right of Ontario as represented by the Ministry of Education ("the Ministry").

1.2 TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be required to enter into an Agreement with the Ministry for the provision of the Deliverables in the form attached as Appendix A of this RFP. The term of the Agreement is to be for a period of twenty four (24) months commencing upon the execution of the Agreement with an option in favour of the Ministry to extend the Agreement for an additional term of up to twelve (12) months. It is anticipated that the Agreement will be executed on or around September 15, 2003.

1.3 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

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

1.4 DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement.

"Confidential Information", for the purpose of this RFP, and the Form of Offer, means confidential information of the Crown (other than confidential information which is disclosed to proponents in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, their pricing or the RFP evaluation process; and,

"Conflict of Interest" for the purpose of this RFP and the Form of Offer, means:

- (a) an unfair advantage over other proponents during the procurement process, thereby rendering the process non-competitive and unfair (e.g., proponent has Confidential Information not available to other proponents);
- (b) activities, relationships or contracts which render the proponent unable or potentially unable to perform the duties and obligations required of the proponent if awarded the Contract; or

(c) activities, relationships or contracts which impair or potentially impair the proponent's judgement in performing the proponent's duties and obligations under the Contract;

"Days" means calendar days and **"days"** has the same meaning;

"Ministry Contact" means Marie-Lison FougPre.

Facsimile Number: 416-325-2664

Email: Marie_Lison.FougPre@edu.gov.on.ca

PART 2 - DELIVERABLES

2.1 PURPOSE

The purpose of the studies described below is to assess the effectiveness of the implementation of the Early Reading and Early Math Strategies. By implementation we mean:

- the transference of the advice from the *Expert Panel Reports* (see below) regarding effective instruction and leadership practices for teachers and principals by means of training, printed resources, and web-based resources;
- the progressive adoption and reinforcement of those practices.

As a result, the Ministry seeks to find out the following:

- The current baseline of instructional practices and leadership in reading and math compared to those practices as presented in the *Expert Panel Reports*;
- The extent to which the information contained in the *Expert Panel Reports* are conveyed to elementary school principals and classroom teachers across the province;
- How consistently these messages are delivered through the training activities at various levels and resource materials;
- The extent to which instructional and leadership practices change over time.

Any information collected about the skills, attitudes, and practices of individual principals or teachers is for assessing the success of the transfer of knowledge and skills in the principals' and teachers' training and use of the printed and web-based resources. The information is not to be used to evaluate the individuals themselves. The anonymity of the school, school district, and all the respondents will be guaranteed.

2.2 OVERVIEW OF THE EARLY READING AND EARLY MATH STRATEGIES

2.2.1 The Purpose of the Strategies

- To improve reading and math achievement in the early years of school, from Junior Kindergarten to Grade 6.

2.2.2 Rationale for the Strategies

- Education Quality and Accountability Office (EQAO) Grade 3 reading results (1997–1998 to 2001–2002) indicate that approximately half Grade 3 students are not achieving the provincial standard (Level 3);
- EQAO results in reading have flatlined during the last several years;
- EQAO math results show that from 40 to 60 per cent of students rank below the provincial standard. A number of children are struggling with basic math;
- Research and experience in other jurisdictions show that the best way to raise student achievement is through a combination of setting improvement targets and intensive, subject-focused, and skill-based training for teachers.

2.2.3 The Organizing Principles of the Strategies

The organizing principles underlying the Early Reading Strategy and the Early Math Strategy are:

- School boards are accountable for improving students' learning in schools;
- Instructional leadership and practices are to be guided by evidence found in research and expert practice; and
- Targeted supports are to be offered to educators to help them support improvement in student learning and achievement.

2.2.4 Key Elements of the Strategies

Accountability: Boards are required to set three-year system-wide and school-based targets for improvement in Grades 3 and 6 reading and math and to report these targets each year to the ministry. Schools are expected to involve school councils in the setting targets, in developing plans for improvement, and in monitoring results.

Research: In February 2003, Expert Panels published *Early Reading Strategy. The Report of the Expert Panel of Early Reading In Ontario* and *Early Math Strategy. The Report of the Expert Panel on Early Math*¹ about the core knowledge and skills that are needed to teach effectively, about assessment techniques, and model instructional practices.

Targeted Support:

Teachers and Principals

Starting in the fall of 2003, subject-focused and skills-based training for approximately 8,000 teachers of K–3 (referred to as “Lead Teachers” in *Panel Reports* and *Technical Guides*) will be provided (See Appendix G). The goal is to have one teacher trained in Early Math and one in Early Reading in every school to learn about effective instructional practices in each subject and to be a source of expertise.

Intensive professional development will also be provided to approximately 4,100 principals in instructional leadership and in the use of achievement data and target-setting to plan for improvement.

Technical Guides about effective teaching early reading and math will be published (early Fall 2003). Electronic learning modules for teachers will be released starting in early 2004.

Parents

¹ <http://www.edu.gov.on.ca/eng/document/reports/reading/index.html>
<http://www.edu.gov.on.ca/eng/document/reports/math/index.html>

Helping Your Child Learn to Read: A Parent's Guide and *Helping Your Child Learn Math: A Parent's Guide*² have been published suggesting how parents can help their children read and learn math. Family literacy kits will be made available to schools for the 2003–04 school year to strengthen the home-school connection.

2.3 DESCRIPTION OF STUDIES

Several studies will be commissioned each to be conducted in 2004, 2005, and possibly in 2006.

The study will first collect information from principals about how they demonstrated institutional leadership in relation to the teaching of early reading and math before undergoing training under the Strategies (late September-early October 2003). It will also collect information at six-month intervals (spring 2004) and a year later (spring 2005, and possibly spring 2006).

The survey will take the form of standardized questionnaires.

Goals

To learn from the principals, in the fall, before the training:

- how student achievement data is used to set targets;
- how teachers are supported in their instructional activities;
- how teachers' professional development is supported;
- difference, if any, between activities of principals of different size and types of schools.

In the spring the same topics will be surveyed as above, PLUS:

- the ways in which principals adjust the school organization to enhance implementation of the Strategies, with a particular focus on the development of professional learning communities;
- what kind of change occurs in principals' self-reported actions over the years that indicate adoption of the advice provided by the Expert Panels and presented in the training, and also in the printed and web-based resources;
- what else would be beneficial to principals to implement the Strategies.

2.3.2 Survey of Teachers

The study will first collect information from teachers about their instructional practices before receiving training under the Early Math or Early Reading Strategies (September-early October 2003). It will also collect information at regular intervals afterwards (spring 2004, 2005, and possibly spring 2006).

The survey will take the form of four questionnaires, with common sets of questions. Trained, or Lead teachers (later referred to as LTs) of math, along with other K-3 teachers (OTs) who will match this LTs group's professional profile (gender, years of teaching experience, school and grade in which they teach) will be asked questions about teaching math. LTs of reading and a

² *Helping Your Child Learn to Read: A Parent's Guide* (Toronto: 2002) <http://www.edu.gov.on.ca/eng/document/brochure/earlyreading/readingguide.pdf>; *Helping Your Child Learn Math: A Parent's Guide* (Toronto: 2003) <http://www.edu.gov.on.ca/eng/document/brochure/earlymath/mathguide.pdf> Page 8 of 64

matching group of OTs will be asked questions about teaching reading. Responses of matching groups of LTS and OTs should be compared to see if any spill-over effects from the LT training can be identified among OTs.

Goals

To identify, before the training (applicable for the would-be LTs only)

- prevailing instructional strategies teachers use;
- how teachers use assessment tools;
- whether teachers use assessment data to guide instruction;
- ways in which teachers participate in professional development;
- ways in which teachers involve parents.

In the spring same topics will be surveyed PLUS;

- what changes occur in teachers' instructional practices over time that indicate adoption of the advice provided by the Expert Panels as contained in the print and web-based resources and as presented in the training (LTs only);
- what else they could use to acquire the practices recommended by the *Panel Reports*;
- ways in which teachers participate in professional development, use the electronic learning modules (all teachers), and LTs' use of the three release days funded as part of the training program
- differences, if any, between activities of LTs and OTs'.

2.3.3 Analysis of Training Decisions and Agendas

This study will consist of content analysis of agendas of training sessions at all levels and interviews of Ministry staff, lead and coordinating school board staff, and trainers at all levels. This analysis will be conducted gradually during the first two years of the study.

Goals:

- Review of the documentation of what was transferred from the *Panel Reports* through all levels of the training;
- Identify the thinking behind decisions about what to include and what not to include in each level of training and in each kind of resource.

In addition to all these studies, proponents are invited to suggest any other data collection and/or analysis consistent with the purpose of this RFP but that will not exceed 25 percent of the overall budget.

At the request of the Ministry, at any time up to three months before the expiration of the contract, the selected proponent must supply at no additional cost any further data collection and analysis the Ministry may consider necessary to complement the results of the teachers' and the principals' surveys. This information should be considered a part of the contract.

The total value of this contract over the first two years is not to exceed \$ 500,000.

2.4 ADDITIONAL SUPPORT TO RESEARCHERS

During May and June 2003, the trainers who will deliver this training to both the teachers and principals at the board level were themselves trained. Another training session is scheduled in September. There are separate cadres of trainers for reading, math, effective uses of school data and leadership.

In a separate study not covered in this RFP the alignment of this training with *Panel Reports* was documented. Fall sessions will also be covered (See Appendix G). The data and findings of this documentation will be available to the researcher(s) selected for under this RFP. These findings must be taken into account in the development of data collection instruments and in the Deliverables.

A steering committee, organized and led by the Ministry, will help researcher(s) define question topics pertinent to specifics of the Early Reading and Early Math strategies, help understand the school environment and instructional specifics with regard to Math and Reading, provide school statistics for sampling (if required), facilitate contact with potential respondents and access to schools, advise researcher(s) on matters of protocol, and assist with other organizational matters when appropriate.

2.5 REPORTS

2.5.1 Interim Reports

These brief descriptive reports should:

- set the baseline of instructional practices before the teachers are trained and be submitted in December 2003;
- set the baseline of leadership practices before the principals are trained and be submitted in December 2003;
- provide the results of content analysis of agendas for the May and June training sessions (see Appendix G) and be submitted in December 2003;
- provide an overview of results within eight weeks following each other data collection round.

2.5.2 An Analytic Report

This report, in two sections - one dealing with findings on the Early Reading Strategy and the other with findings on the Early Math Strategy, will:

by the end of the first year (August 2004):

- incorporate the data from interim reports of all studies;
- describe what teachers and principals identified that they could use to help them better acquire and implement the practices recommended in the *Panel Reports*;
- indicate what else will facilitate the enhancement of teachers' instructional practices and principals' leadership skills in line with the *Panel Reports*' recommendations in order to sustain improvement of students' achievements;
- provide guidance related to the further development, or change, of each component of the Strategies that has been studied;

by the end of the second year (August 2005):

- identify areas of significant change, if any, in the adoption of effective teaching

- methods and instructional leadership;
- review the implementation of other components of the Strategies that influence institutional leadership and teaching;

by the end of the third year, if the studies are continued:

- summarize the evolution of the Strategies as a whole, with particular attention to whether the recommendations of the *Panel Reports* have been successfully translated into practices in schools;
- identify or rank components of the Strategies that contributed to the adoption in practice of the advice provided by the Expert Panels and presented in the training;
- provide recommendations to further the implementation of effective leadership and instruction in early reading and early math.

PART 3 - EVALUATION OF PROPOSALS

3.1 STAGES OF PROPOSAL EVALUATION

The evaluation of proposals will be conducted by the Ministry in the following three (3) stages:

- 3.1.1** Stage I will consist of a review to determine which proposals comply with all of the Mandatory Requirements. Proposals which do not comply with all of the Mandatory Requirements may, subject to the reserved rights of the Ministry, be disqualified and not evaluated further.
- 3.1.2** Stage II will consist of a scoring by the Ministry of each qualified proposal on the basis of the Rated Criteria.
- 3.1.3** Stage III will consist of a scoring of the pricing submitted.
- 3.1.4** At the conclusion of Stage III, all scores from Stage II and Stage III will be cumulated and, subject to satisfactory reference checks and the reserved rights of the Ministry, the highest scoring proponent will be selected to enter into an Agreement in accordance with Part 4.

3.2 STAGE I - MANDATORY REQUIREMENTS

3.2.1 Form of Offer (Appendix B)

Each proposal must include a Form of Offer (Appendix B) completed and signed by the proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each proponent in the Form of Offer, each proponent will be assessed based upon whether or not it has an actual or potential Conflict of Interest, and if so, does that conflict prevent the proponent from being awarded the contract.

If the proponent does not disclose any information concerning Conflict of Interest in the Form of Offer, the proponent, by submitting the proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the proposal or performance of the contemplated Contract.

The definition section in Part 1 of the RFP should be referred to by proponents while completing the conflict portions in the Form of Offer.

Proponents who, in the sole opinion of the Ministry, are found to have a conflict of interest may be disqualified.

(b) General

The proposal of any proponent may be disqualified where the proponent fails to complete the Form of Offer pertaining to Conflict of Interest, or makes misrepresentations or submits inaccurate or incomplete information in the Form of Offer or the proposal. Further, the Ministry, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent in the event that the Ministry, in its sole discretion, determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer a proponent may not make any changes to the Form of Offer or qualify in its proposal the acknowledgements contained in the Form of Offer. Proposals containing any such qualifications, whether on the face of the Form of Offer or elsewhere in a proposal, may be disqualified. In the event of a discrepancy or inconsistency between the Form of Offer and a proponent's proposal, the Form of Offer will prevail.

(c) Studies' Design

- A description of how the proponent will conduct these studies, which should include: design of samples, considering possible difficulties of data collection;
- draft data collection tools;
- methods to ensure adequate response rates;
- other data collection, processing, and analysis protocols;
- detailed timetable.

(d) Proponent's Qualifications

A description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;

- an organizational chart indicating how the proponent (and its agents, employees, and subcontractors) intends to structure its working relationship with the Ministry; the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;

- the proponent's and its agents', employees', and subcontractors' knowledge, skills and expertise in the following areas:
 - the design, pre-testing, administration, processing, and analysis of surveys which include but are not limited to open-ended questions,
 - the capacity to conduct surveys and observations and to communicate in both English and French,
 - the recruitment, training, and provision of quality control over observers sent to schools and classes (preferably these observers should be experienced educators not currently working for the boards whose schools will be observed),
 - the writing of clear, coherent, and jargon-free descriptive and analytical reports.

3.2.2 Rate Bid Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes and exclusive of Goods and Services Tax. (The Deliverables are required for the use of the Crown in Right of Ontario and are therefore not subject to the federal Goods and Services Tax);
- (e) rates quoted by the proponent shall include all labour and materials, transportation costs, overhead including but not limited to any fees or other charges required by law, and insurance;
- (f) travel, meal and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged in accordance with the *Management Board Secretariat's Corporate Operating Policy for Travel Management and General Expenses*, as may be amended from time to time. Proponents may contact the Ministry to obtain the applicable Rates. Accommodation arrangements shall be made with those facilities listed in the *OPS Travel Accommodation Directory*, as may be amended from time to time.

3.2.3 Tax Compliance Declaration Form (Appendix D)

Each proponent shall include this form, completed by the proponent according to the instructions contained in the form as well as those instructions set out below:

The Ontario Government will not enter into an Agreement with a proponent who fails to pay its provincial taxes on a timely basis. The Ministry will forward to the Ministry of Finance a copy of the selected proponent's signed Tax Compliance Declaration Form for verification. By signing this form, the proponent is consenting to the release of such information from the Ministry to the Ministry of Finance and from the Ministry of Finance to the Ministry for this purpose.

Proponents may direct all enquiries regarding the Tax Compliance Declaration Form to:

Ministry of Finance
Collections Branch

6th Floor, 33 King Street
Oshawa, Ontario
L1H 8H5
Telephone: (905) 433-6801 or toll free at 1-800-246-4441

3.2.4 Reference Form (Appendix F)

Each proposal must include a Reference Form completed by the proponent according to the instructions contained in that form. The references should be from persons for whom the proponent has successfully provided similar deliverables or performed related work within the past five (5) years. The name and telephone number of a contact person for each reference and a brief outline of the nature of the deliverables provided should be included.

The Ministry, in its sole discretion, may confirm the proponent's experience and/or ability to undertake the project/provide the deliverables required and described in its Proposal by checking the proponent's references during the RFP process.

3.2.5 Other Mandatory Requirements

Not applicable.

3.3 STAGE II - EVALUATION OF RATED CRITERIA

3.3.1 Rated Criteria

The following is an overview of the categories and weighting for the Rated Criteria of the RFP:

(a)	Studies Design	30 points
(b)	Qualifications	40 points
(c)	Pricing	30 points
	Total	100 points

NOTE: Proponents must present bids in two envelopes. One envelope containing information on studies' design, proponent's experience and qualifications, the other containing information on their pricing. Proponents who include pricing information with their experience and qualifications information will be disqualified.

3.4 STAGE III - EVALUATION OF PRICING

3.4.1 Pricing

Total Points	30 points
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Pricing will be scored based on a relative pricing formula.

Each proponent will receive a percentage of the total possible points allocated to price of its bid by dividing that proponent's price for into the lowest bid price. For example, if the lowest bid price is \$120.00, that proponent receives 100% of the possible points ($120/120 = 100\%$, or 30

points), a proponent who bids \$150.00 receives 80% of the possible points (120/150 = 80%, or 24 points) and a proponent who bids \$240.00 receives 50% of the possible points (120/240 = 50%, or 15 points).

3.5 CUMULATIVE SCORE AND SELECTION OF PREFERRED PROPONENT

At the conclusion of Stage III, all scores from Stage II and Stage III will be cumulated and, subject to satisfactory reference checks and the reserved rights of the Ministry, the highest scoring proponent will be selected to enter into an Agreement in accordance with Part 4.

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 GENERAL INFORMATION AND INSTRUCTIONS

4.1.1 Timetable

The following is the schedule for this RFP:

Issue date of RFP	July 24, 2003
Proponent's deadline for faxing letters of interest with or without questions	August 15, 2003
Deadline for sending responses to all questions to all interested	August 22, 2003
Proposal submission deadline	17:00 p.m. on September 12, 2003
Period for which proposals are irrevocable after proposal submission deadline	20 days
Selection of Proponent	October 3, 2003
Agreement with the preferred Proponent	October 15, 2003
Notification to other proponents	October 20, 2003

At any time prior to the Proposal Submission Deadline, the RFP timetable is tentative only and may be changed by the Ministry in its sole discretion.

4.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.3 Proposals in English

All submissions are to be in English only.

4.1.4 Ministry's Information in RFP Only an Estimate

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

It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

4.1.5 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal including, if applicable, costs incurred for interviews or demonstrations.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

4.2.1 Proponents to Review RFP and write a Letter of Interest

Proponents shall promptly examine all of the documents comprising this RFP. Those interested in making the proposal should write to the Ministry a Letter of Interest.

In this letter proponents shall also report any errors, omissions or ambiguities; and may direct questions or seek additional information in writing by fax (416) 325-2664 on or before the Deadline for Sending letters of interest by proponents to the Ministry Contact. No such communications are to be directed to anyone other than the Ministry Contact. The Ministry is under no obligation to provide additional information but may do so at its sole discretion.

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

4.2.2 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum, in accordance with this section. If the Ministry, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda, in a form of answers to all questions and enquiries. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Ministry. In the space provided in the Form of Offer, Proponents shall confirm their receipt of all addenda by

responding to the e-mail message from the Ministry with the addenda.

4.2.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Ministry may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

4.3. SUBMISSION OF PROPOSALS

4.3.1 Proposals Submitted Only in Prescribed Manner

Proposals must be submitted by the following method:

A proponent must submit one (1) original and three (3) copies of its proposal in sealed packages.

As noted above (3.3.1), proponents must present bids in two envelopes: one containing information on the studies' design, their experience and qualifications, the other containing information on their pricing. Proponents who include pricing information with their information on studies' design and experience and qualifications will be disqualified. On the outside of the sealed package, using the Proposal Return Label attached at Appendix E, proposals are to be prominently marked with the RFP title (see RFP cover), with the full legal name and return address of the proponent, and with the Proposal Submission Deadline date and time; and Proposals must be submitted to the following address and to the attention of the following person:

Policy and Program Branch
Ministry of Education
900 Bay Street
Toronto, Ontario
M7A 1L2

Attention: Marie-Lison Fougere

Proposals submitted in any other manner will be disqualified.

4.3.2 Proposals Must Be Submitted On Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after this point in time will be deemed late, disqualified and returned to the proponent. For the purpose of calculating time, the Ministry clock at the prescribed location for submission shall govern.

4.3.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline

At any time prior to the Proposal Submission Deadline, a proponent may amend or withdraw a submitted proposal. The right of proponents to amend or withdraw includes amendments or withdrawals wholly initiated by proponents and amendments or withdrawals in response to subsequent information provided by addenda.

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

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

4.3.4 Proposal Irrevocable after Proposal Submission Deadline

Proposals shall remain irrevocable in the form submitted by the proponent for a period of thirty (30) days running from the moment that the Proposal Submission Deadline has lapsed.

4.3.5 Ministry May Seek Clarification and Incorporate Response into Proposal

The Ministry reserves the right to seek clarification and supplementary information relating to the clarification from proponents after the Proposal Submission Deadline. The response received by the Ministry from a proponent shall, if accepted by the Ministry, form an integral part of that proponent's proposal. The Ministry reserves the right to interview any or all proponents to obtain information about or clarification of their proposals. In the event that the Ministry receives information at any stage of the evaluation process which results in earlier information provided by the proponent being deemed by the Ministry to be inaccurate,

incomplete or misleading, the Ministry reserves the right to revisit the proponents compliance with the Mandatory Requirements and/or adjust the scoring of Rated Criteria.

4.3.6 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal.

4.3.7 Proposal Property of the Ministry

Except where expressly set out to the contrary in this RFP or in the proponent's proposal, the proposal and any accompanying documentation submitted by a proponent shall become the property of the Ministry and shall not be returned.

4.4 EXECUTION OF AGREEMENT, NOTIFICATION AND DEBRIEFING

4.4.1 Selection of Proponent

The Ministry anticipates that a proponent will be selected by the Ministry within thirty (30) days of the Proposal Submission Deadline. Notice of selection by the Ministry to the selected proponent will be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A and satisfy any other applicable conditions of this RFP within ten (10) days of notice of selection. This provision is solely to the benefit of the Ministry and may be waived by the Ministry at its sole discretion.

4.4.2 Failure to Enter Into Agreement

In addition to all of the Ministry's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Ministry may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

4.4.3 Notification to Other Proponents of Outcome of Procurement Process

Once an Agreement is executed by the successful proponent and the Ministry, the other proponents will be notified by the Ministry in writing of the outcome of the procurement process and the award of the Contract to the successful proponent.

4.4.4 Debriefing

If a request for a debriefing is made in writing by a proponent to the Ministry Contact within thirty (30) days of notification of award, the Ministry will provide a debriefing of the Ministry's evaluation of that proponent's proposal. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.5 PROHIBITED COMMUNICATIONS, CONFIDENTIAL INFORMATION AND FIPPA

4.5.1 Prohibited Proponent Communications

Any proposal received from a proponent who has either itself or through its employees, agents, contractors or representatives attempted to contact any person other than the Ministry Contact with respect to this RFP, may be disqualified. Without limiting the generality of the foregoing, proponents may not:

- (a) with the sole exception of the Ministry Contact, communicate or attempt to communicate in relation to this RFP, directly or indirectly, with:
 - (i) anyone within the Ministry;
 - (ii) any staff of the Premier's Office or Cabinet Office or any members of Cabinet or their staff;
 - (iii) any advisor assisting the Ministry with any part of the RFP process; or,
 - (iv) anyone else with a view to obtaining an unfair advantage in the RFP process;
- (b) use or attempt to use information confidential to the Ministry that is relevant to the pricing or evaluation of the Deliverables and which could give the proponent an unfair advantage over other proponents.

In such event, and without any liability, the Ministry may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the proposal submitted by the proponent.

4.5.2 Proponent Not to Communicate With Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Ministry Contact.

4.5.3 Confidential Information of Ministry

All information provided by or obtained from the Ministry in any form in connection with this RFP either before and after the issuance of this RFP.

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

4.5.4 Freedom of Information and Protection of Privacy Act

Information provided by a proponent may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Ministry. The confidentiality of such information will be maintained by the Ministry, except where an order by the Information and Privacy Commission or a court requires the Ministry to do otherwise.

4.6 RESERVED RIGHTS OF MINISTRY

In addition to any other express rights or any other rights which may be implied in the circumstances, the Ministry reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) adjust a proponent's scoring or reject a proponent's proposal on the basis of:

- (iv) a financial analysis considering factors including quality, service and price
- (v) information provided by references
- (vi) the proponent's past performance on previous contracts awarded by the Government of Ontario
- (vii) the information provided by a proponent pursuant to the Ministry exercising its clarification rights under this RFP process
- (viii) other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- (e) verify with any proponent or with a third party any information set out in a proposal;
- (f) check references other than those provided by any proponent;
- (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) select any proponent other than the proponent whose proposal reflects the lowest cost to the Ministry or the highest overall score;
- (k) cancel this RFP process at any stage;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (m) accept any proposal in whole or in part;
- (n) discuss with any proponent different or additional terms to those contemplated in this RFP or in any proponent's proposal;
- (o) if a single proposal is received, reject the proposal of the sole proponent and cancel this RFP process or enter into direct negotiations with the sole proponent;
or,
- (p) reject any or all proposals in its absolute discretion,

and the Ministry shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the Ministry exercising any of its express rights under this RFP or exercising any rights which may be implied

in the circumstances.

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

4.7 GOVERNING LAW OF RFP PROCESS

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

[End of Part 4]

APPENDIX A – Form of Agreement

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AGREEMENT

THIS AGREEMENT (“the Agreement”), made in duplicate, for **[insert name of Deliverables]** effective as of the **[**insert start date for the Term**]**

BETWEEN:

HER MAJESTY THE QUEEN
in right of Ontario as represented by
the **Minister of [****]**

(referred to as “the Ministry”)

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

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:

“**Agencies**” means all advisory, adjudicative, regulatory (including those with governing boards), and operational service agencies of the Province of Ontario.

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

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's 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 Ministry has elected to be closed for business;

“**Business Hours**” mean 8:00 a.m. to 5:00 p.m. of any Business Day;

“**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 RFP process, the proponent has an unfair advantage or

engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to the Crown and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP 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 supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent 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), Schedule 2 (Schedule of Forms) and any other schedule attached at the time of execution; (b) the RFP, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Agreement;

“Deliverables” means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract, by the Supplier or its employees, volunteers, agents or subcontractors, 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;

“Derivative Work” means a work based on the Supplier's Intellectual Property including, without limitation, an adaptation, modification, translation, expansion, condensation or transformation, that if prepared without authorization, would constitute copyright infringement or infringement of any other Intellectual Property right;

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

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, her Ministers, appointees and employees;

“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 Supplier 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;

“Ministry Address” and **“Ministry Representative,”** mean:

[insert address and insert name, title, telephone and facsimile number for Ministry Representative, as well as same information for back-up person if available**]**

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Ontario Public Service” (or **“OPS”**) means the ministries and other administrative units of the Government of Ontario over which Ministers of the Crown preside, and for the purposes of the Agreement includes the Agencies, and **"OPS"** has the same meaning;

“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 Supplier in connection with the Agreement. For the purposes or 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 Supplier 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;

- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully

known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; 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 persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” has the same definition as in subsection 2(1) of FIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from the Ministry or created by the Supplier pursuant to the Contract;

“Procurement Card” means the corporate credit card(s) used by the Ministry, as may be changed from time to time;

“Procurement Card Protocols” means the manner in which the Supplier is required to process any payments under the Contract that the Ministry elects to make by way of Procurement Card, which shall include the requirement to (a) collect the authorized employee's name, the abbreviated Ministry name, the expiry date, the GST exemption number and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

“Proposal” means all the documentation submitted by the Supplier in response to the Request for Proposal;

“Rates” 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 Supplier for the provision of the Deliverables, including but not limited to (a) all applicable duties and taxes, excluding Goods and Services Tax; (b) all labour and material costs; (c) all travel and carriage costs (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the Ministry to the Supplier, or provided by the Supplier to the Ministry, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract; and shall include or exclude any information specifically described

in Schedule 1;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, 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;

“RFP” means the Request for Proposals dated **[*insert date*]** for **[*insert name of RFP*]**, reference number **[*insert reference number*]** issued by the Ministry for the Deliverables and any addenda to it;

“Supplier Address” and **“Supplier Representative”**, mean:

[insert Supplier’s mailing address **]**

[insert name and title, telephone and facsimile number for Supplier representative, as well as same information for back -up person if available**]**

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

“Term” means the period of time from the effective date first above written up to and including the later of (a) [insert expiry date]; or (b) the expiry date of any extension to the Contract;

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

1.02 No Indemnities from Ministry

Notwithstanding anything else in the Contract, any express or implied reference to the Ministry 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 of the Contract, 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, 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 Request for Proposal and the Proposal (c) the Request for Proposal shall govern over the Proposal.

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 this 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 or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Supplier Address to the attention of the Supplier 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 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 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 paragraph.

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.

ARTICLE 2 – LEGAL RELATIONSHIP BETWEEN MINISTRY, SUPPLIER AND THIRD-PARTIES

2.01 Supplier's Power to Contract

The Supplier 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 Ministry under this 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 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Supplier shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service Act*, R.S.O. 1990, c. P.47, as amended.

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of its obligations under the Contract and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with (a) the Contract generally and (b) with the requirements of Article 5 (Confidentiality and FIPPA) of the Agreement. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities.

2.05 No Subcontracting or Assignment

The Supplier 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 Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this 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 any subcontractor or its employees and the Ministry.

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose 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 Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may, at its sole and absolute discretion, immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph 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 SUPPLIER

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Ministry.

3.02 Performance Warranty

The Supplier 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 Ministry, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Ministry in a rectification notice.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary

for the performance of its contractual obligations with the Ministry is strictly prohibited. The Supplier further acknowledges that the Ministry may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to Ministry

During the Term, the Supplier shall advise the Ministry 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 Ministry to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier 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 Supplier to Comply With Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Ministry 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 Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry 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 Supplier 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 Ministry and the Supplier 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 Work Volumes

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

3.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in Schedule 1 as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in Schedule 1 without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in Schedule 1, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in Schedule 1. The Supplier shall not claim fees for any replacement individual greater than the Rates established under Schedule 1.

3.11 Ministry Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of the Ministry and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the

Ministry or any other obligations of the Supplier at law or in equity.

ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier 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 Supplier shall provide the Ministry 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 Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items;
- (b) the Ministry shall approve or reject the billing statement within fifteen (15) Business Days and in the event that the Ministry rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the Ministry to substantiate the billing statement;
- (c) each billing statement must be approved by the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
- (d) the Ministry may make payments under the Contract by way of Procurement Card and the Supplier shall accept and process any such payments in accordance with Procurement Card Protocols;

and any subparagraph 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 Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Supplier 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 Ministry under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 Ministry GST Exempt

The Ministry hereby certifies that the Deliverables are required for the use of the Crown in right of Ontario and are therefore not subject to the federal Goods and Services Tax.

4.07 Withholding Tax

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the

Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws.

4.08 Interest on Late Payment

The Ministry shall pay interest on any late payment providing that such late payment was through no fault of the Supplier. The interest rate for such late payment shall be the general rate of interest on overpayment of taxes set pursuant to the *Financial Administration Act* in effect on the date that the payment went into arrears.

4.09 Document Retention and Audit

For seven (7) years after the expiration of the Term the Supplier 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 Supplier shall permit and assist the Ministry in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Ministry shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this paragraph, the Supplier 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 Ministry.

5.02 OPS Confidential Information

During and following the Term, the Supplier shall (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those employees who have a need to know it 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 Ministry 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 Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier 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 Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Ministry 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 Supplier or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any OPS Confidential Information, the Supplier will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) 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 Supplier and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or

privacy issue;

- (c) not to access any Personal Information unless the Ministry 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 Ministry;
- (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 its employees who have a need to know it and who have been specifically authorized 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 Ministry would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to the Ministry may be disclosed by the Ministry 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 paragraph shall survive any termination or expiry of the Contract and 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 Ministry Intellectual Property

The Supplier 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 Ministry to the Supplier shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

6.02 No Use of Ontario Government Insignia

The Supplier 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 Ministry to do so.

6.03 Ownership of Intellectual Property

The Ministry shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favor of the Ministry and the Ministry 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. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Ministry a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Ministry. The Supplier shall provide the Deliverables to the Ministry: (a) at the point of completion of its obligations under the Contract; or (b) upon termination of the Agreement; or (c) at any time upon the request of the Ministry.

6.04 Presumption Governing Ownership

The presumption governing the Contract shall be that the Ministry shall be the sole owner of any Intellectual Property in any form contained in any of the Deliverables. If the Supplier's Intellectual Property forms any part of the Deliverables, the Supplier shall notify the Ministry as such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property. In the absence of any such notice the presumption shall remain that the Ministry is the sole owner of any Intellectual Property contained in the Deliverables.

6.05 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Ministry, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and licence: (a) to use, execute, display, distribute (internally and to other Clients), perform and reproduce, in any form, copies of those Deliverables and to practice and have practised any process or method (or both) associated with such Deliverables; and (b) to use, execute, make, have made, have used, display, distribute (internally and to other Clients), perform, reproduce and prepare, in any form, Derivative Work based on those Deliverables and to practise and have practised any process or method (or both) associated with such Derivative Work; and (c) authorize other Persons including agents, contractors or sub-contractors to do any of the former on behalf of the Ministry or a Client.

6.06 No Restrictive Material in Deliverables

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

6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

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

6.08 Moral Rights

The Supplier shall obtain waivers of all rights of integrity and any other moral rights in relation to the Deliverables from its employees, volunteers, agents and subcontractors and from any other party in the position to assert such rights in relation to any of the Deliverables, which waivers may be invoked without restriction by any person authorized by the Ministry to use the Deliverables.

6.09 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry

under the Contract in the following form:

“© Queen’s Printer for Ontario, [insert year of publication].”

6.10 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause anyone in the position to assert rights of integrity or any other moral right (including its employees, volunteers, agents and subcontractors) to execute a written assignment of copyright and waiver of moral rights in the applicable Deliverable to the Ministry in the forms set out in Schedule 2. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

6.11 Ministry May Prescribe Further Compliance

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

6.12 Survival

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

ARTICLE 7 – INDEMNITY AND INSURANCE

NOTE: Users must consult with the Risk Management and Insurance Services Unit of Shared Services Bureau in order to discuss business needs and indemnity/insurance requirements prior to each procurement.

7.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Supplier’s obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of

use, revenue or profit, by any person, entity or organisation, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain for the duration of the Contract, at its own cost and expense, with insurers acceptable to the Risk Management & Insurance Services (RMIS) of Shared Services Bureau, all the necessary and appropriate insurance that a prudent person in the business of the Supplier 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:
 - (i) the Indemnified Parties as a additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - (ii) contractual liability coverage
 - (iii) cross-liability clause
 - (vi) employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
 - (v) 30 day written notice of cancellation, termination or material change
 - (vi) tenants legal liability coverage (if applicable and with applicable sub-limits)
 - (vii) non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this agreement, in the amount not less than \$2,000,000 per claim and in the annual aggregate.

7.03 Proof of Insurance

The Supplier shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in this Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of such insurance.

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

If the Supplier is subject to the Workplace Safety and Insurance Act (WSIA), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the commencement date of the Agreement. In addition, the Supplier shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Supplier 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 of the Contract, under the WSIA, failing which the Ministry 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 Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract

The Ministry may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Legal Relationship Between Ministry, Supplier and Third-Parties) of the Agreement;

- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- (e) the Supplier undergoes a change in control which, in the sole opinion of the Ministry, adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry; or
- (g) the Supplier's acts or omissions constitute a substantial failure of performance;
- (h) 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 paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Ministry to immediately terminate the Contract.

8.03 Termination on Notice

The Ministry reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior written notice to the Supplier.

8.04 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Ministry with a report detailing (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;

- (b) execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and
- (c) comply with any other instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

8.05 Supplier’s Payment Upon Termination

The Ministry 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 Supplier 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 Ministry may hold back payment or set off against any payments owed **if the Supplier fails** to comply with its obligations on termination.

8.06 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 Ministry under the Contract, at law or in equity.

8.07 Expiry and Extension of Contract

The Contract shall expire at the end of the Term of the Agreement. The Ministry shall have the option to extend the Contract for one further term of a duration of up to the duration of the original Term, such extension to be upon the same terms (including the Rates), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the Ministry upon thirty (30) calendar days prior written notice to the Supplier, setting forth the precise duration of the extension.

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 Minister of [****]**

Signature:

Name:

Title:

Date of Signature:

[Supplier]

Signature:

Name:

Title:

Date of Signature:

I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

Notwithstanding anything else in the Contract, the total amount payable to the Supplier under the Contract shall not exceed \$ [.00].

FIPPA Included and Excluded Records:

Items Included and Excluded from Definition of "Records"

The following shall be included in the definition of Records under the Contract:

The following shall not be included in the definition of Records under the Contract:

Schedule 2 – Schedule of Forms

Pursuant to the Article of the Agreement entitled Intellectual Property, these forms shall be executed by the Supplier in the manner contemplated by the Agreement where the Deliverables include Intellectual Property.

ASSIGNMENT OF COPYRIGHT

THIS ASSIGNMENT made in duplicate as of **[*insert date]**.

In consideration of the Ministry entering into an agreement **[**insert name and date of agreement**]** the undersigned agreed to assign and now does assign and transfer unto the Ministry all of its right, title and interest in and to the copyright in Canada and internationally of the original work(s) entitled **“[**at the time of execution of assignment, specific Deliverable to be inserted]**” for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ASSIGNMENT.

[Supplier]

Signature:	
Name:	
Date:	

I have authority to bind the Supplier.

WAIVER OF MORAL RIGHTS

THIS WAIVER OF MORAL RIGHTS made in duplicate.

I, **[Instructions: insert legal name of the individual]**, an author of any or all of the Deliverables, as those terms are defined in the **[Instructions: identify name of the Agreement]**, dated **[Instructions: insert date]** between **[Instructions: insert legal name of the Supplier]** and Her Majesty the Queen in right of Ontario, hereby expressly, irrevocably and without restriction, waive in favour of Her Majesty the Queen in right of Ontario and all sublicensees and assignees all my Moral Rights with respect to all Deliverables.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights.

[Instructions: Insert legal name of individual]

Signature:	
Name:	
Date:	

APPENDIX B – FORM OF OFFER

To [insert name of Ministry]:

1. Proponent Information

- (a) Proponent's registered legal business name and any other name under which it carries on business:

- (b) Proponent's address, telephone and facsimile numbers:

- (b) Name, address, telephone and facsimile numbers of the contact person(s) for the Proponent:

- (b) Name of the person who is primarily responsible for the Proposal:

- (e) Name of the person who will be managing the operation of the proposed deliverables:

- (f) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

- (f) Name(s) of the proprietor, where the proponent is a sole proprietor; each of the directors and officers where the proponent is a corporation; each of the partners where the proponent is a partnership and applicable combinations of these when the proponent is a joint venture or consortium, whichever applies:

- (h) Whether the proponent intends at any time during the term of an agreement arising out of this RFP, to use the services of another Person, in connection with the management of the deliverables to be provided pursuant to this agreement. If so, attach full details:

- (i) Whether the proponent is a partner, director, officer, shareholder of, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, joint venture, or a consortium that has as its principal business the provision of deliverables similar to the deliverables required pursuant to this RFP. If so, provide full details by way of attachment.

--

2. Offer

I/We hereby offer to provide the Deliverables as indicated in the RFP document in consideration of the Ministry paying me/us in accordance with the Rate Bid Form (Appendix C) and the terms, conditions and provisions outlined in the RFP.

I/We have carefully examined the RFP documents and have a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, we agree and consent to the terms, conditions and provisions of the RFP.

3. Mandatory Requirements

I/We enclose herewith as part of the proposal, responses to all mandatory submission requirements, as set out below:

MANDATORY REQUIREMENT FORMS:	Yes	Page
Form of Offer (Appendix B)		
Rate Bid Form (Appendix C)		
Tax Compliance Form (Appendix D)		
Reference Form (Appendix F)		
[*Insert Additional Mandatory Requirements if needed*]		
Notice to proponents: There may be Mandatory Requirements in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of Mandatory Requirements.		

2. Rates

I/We have submitted our Rates in accordance with the instructions in the RFP and in the form set out at Appendix C.

3. Tax Compliance

I/We hereby certify that

(Registered Legal Business name of Proponent)

In submitting this proposal with accompanying Tax Compliance Form (Appendix D), is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

4. **References**

I/We have included the number and type of references require by the RFP (Appendix F) and consent to the Ministry performing checks with those references and with any other relevant references.

5. **Addenda**

We have received and allowed for Addenda dated _____ in preparing my/our proposal. **(Insert date or "NONE")**

6. **Bid Irrevocable**

I/We understand that my/our submitted proposal is based upon the acceptance of the proposal, in whole or in part, within 20 days of the Proposal Submission Deadline and is irrevocable during that period.

7. **Conflict of Interest**

The definition section of the RFP should be referred to by proponents while completing this portion of the Form of Offer.

I/ We hereby confirm that there is not nor was there any actual or potential Conflict of Interest relating to the preparation of our submission nor do we foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

[or if applicable, strike out the above and include the following:]

The following is a list of actual or potential Conflicts of Interest relating to the preparation of our

submission or the performance of the contractual obligations contemplated in the RFP:

In submitting the proposal, I/we have/have no **[strike out the inapplicable portion]** knowledge of or ability to avail ourselves of confidential information of the Crown (other than confidential information which may have been disclosed by the Ministry to the proponents in the normal course of the RFP) which is relevant to the contemplated contract, its pricing or the RFP evaluation process.

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Ontario Public Service (“OPS”) and have ceased that employment since April 23, 1997:

Name of Individual:
Job Classification (of last position with 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 Proposal:

(Repeat above for each identified individual)

I/we agree that, upon request, I/we shall provide the Ministry a Conflict of Interest Declaration from each individual identified above in the form prescribed by the Ministry.

10. Disclosure of Information to Advisers

I/We hereby consent, pursuant to subsection 17 (3) of the *Freedom of Information and Protection of Privacy Act*, to the disclosure, on a confidential basis, of this proposal by the Ministry to the Ministry’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

11. Proof of Insurance

By signing the Form of Offer, each proponent acknowledges its willingness, if selected, to provide proof of insurance coverage as required in the Agreement. If selected, the selected proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Ministry.

12. Execution of Agreement

I/We understand that in the event my/our proposal is selected by the Ministry, in whole or in part, I/we agree to finalize and execute the Agreement in accordance with the RFP.

Signature of Witness

Signature of proponent representative:

Name of Witness:

Name and Title:

Date:

I have authority to bind the proponent.

APPENDIX C - RATE BID FORM

Instructions

Users should prepare, for completion by proponents, a rate bid form which takes into account the particular and best method of payment for the procurement covered by the RFP in question.

APPENDIX D - TAX COMPLIANCE DECLARATION FORM

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that _____ at the time of submitting its proposal,

(legal name of proponent)

is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes 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.

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the Ministry issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at _____ this _____ day of _____ 20_____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

APPENDIX E - PROPOSAL RETURN LABEL

Affix this label to your submission

To:	Policy and Program Branch
	Ontario
	Ministry of Education
Address:	Mowat Block
	900 Bay Street
	Toronto ON M7A 1L2
Attention:	Marie- Lison FougPre
RFP Name:	
	Proposal Submission

Important Submission Notes

1. Submissions must be sealed with this label affixed to the outside. Failure to comply with these requirements may result in disqualification.
2. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor if applicable) indicated in the RFP on or before the Proposal Submission Deadline. The Shared Services Bureau / Ministry does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

APPENDIX F – Reference Form

Each proponent shall provide the reference information as requested in the RFP at **[**insert section number in RFP which sets out detail of reference information requested]**

Reference #1

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

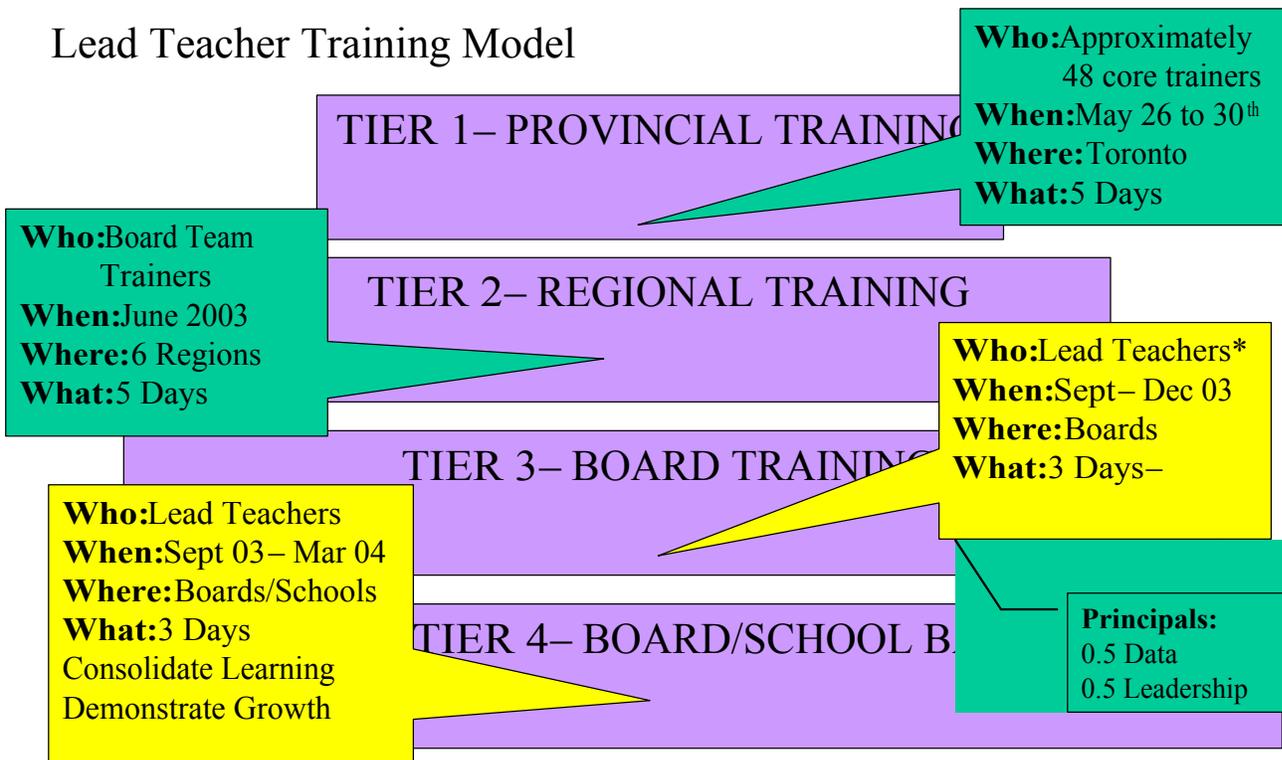
Reference #2

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

Reference #3

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

EARLY READING AND MATH STRATEGIES



APPENDIX G

Training Sessions' Documentation

May 2003

Selected specialists led two training sessions, each for about 50 highly qualified educators, acquainting one group with the Early Reading, and the other with the Early Math Strategy. These sessions prepared them, in turn, to transfer their knowledge to selected English-language school board professionals in June.

Training sessions lasted five days, with agendas thoroughly reflecting the recommendations of the reports of the respective Expert panel.

At each session an observer registered the actual delivery of each agenda item and the required Ministry follow-ups (when appropriate).

Participants completed a simple daily questionnaire in the form of a chart. In a row for each agenda item they reported on a scale from 1 to 5 how comfortable they felt about delivering this item themselves, and (when applicable) what additional support they needed to feel more comfortable. They were also encouraged to provide general comments about each day's agenda.

These responses were summarized daily. Two brief overall reports, one for reading and one for math, were presented to the Ministry staff responsible for Early Reading and Early Math Strategies. In these reports, the average level of confidence to deliver each agenda item was provided, with agenda items ranked accordingly; most items were complemented by all the comments and suggestions on behalf of respondents that have ranked them low.

June 2003

The board-level participants of these five-day training sessions will transfer their new knowledge, adjusted to particular boards' needs, to principals and teachers in fall 2003.

Slightly modified questionnaires were filled out, sessions were similarly observed. More than 3,000 surveys were summarized like the May sessions' ones. Observations were taken into account.

Findings were reported for each of six regions, separately for Math and for Reading.

September 2003

Training in institutional leadership will be provided to superintendents and some elementary school principals during a two-day session to prepare them, in turn, to transfer their new knowledge to all elementary school principals across the province. There will be approximately 300 participants.

Data collection and processing protocol is similar to the one used in May.

Fall 2003

Core trainers for French-language boards will be trained.

Right after the fall sessions, which could be scheduled in various ways and adjusted to various boards' previous training and instructional support experience, each school board will be asked to:

1. report the actual duration of each training session (as opposed to the planned one),
2. provide the actual agenda of training sessions,
3. explain (when applicable) the reasons why a certain number of agenda items covered in the June sessions were not discussed,
4. forward the list of underrepresented schools (represented by less than three designated individuals),
5. forward the list of schools which did not participate in the training sessions at all.

This data will be summarized to evaluate the alignment of this round of training with the recommendations of the Panel reports.

This data will also provide more contextual knowledge about the schools that will be selected by researchers for interviews and observation.