

Invest Ontario, a Crown Agency

Request for Bids (RFB)

for

Media Monitoring and Analytics Platform

RFB # MMAP2025

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# PART 1 – PROCUREMENT DETAILS

## Definitions

Definitions for capitalized words can be located in Appendix B – Form of Agreement.

## Initial Procurement Details

|  |  |
| --- | --- |
| **Subject of procurement** | The vendor shall deliver media monitoring and analytics services |
| **Procuring entity** | Invest Ontario (the “Agency”) |
| **Procuring entity contacts** | Gabriella Siciliano, Interim VP, Operations ([gabriella.siciliano@investontario.ca](mailto:gabriella.siciliano@investontario.ca))  Sunny Ng, Senior Advisor, Corporate Communications ([sunny.ng@investontario.ca](mailto:sunny.ng@investontario.ca)) |
| **Method of communication** | Email |
| **Bidder eligibility requirements included** | No |

## Proposed RFB Schedule

|  |  |
| --- | --- |
| **Issue date of RFB** | Tuesday, October 14, 2025 |
| **Bidder’s deadline to declare intent of submission** | 17:00 ET on Thursday, October 16 |
| **Bidder’s deadline for questions** | 17:00 ET on Monday, October 20 |
| **Deadline for issuing addenda** | 17:00 ET on Thursday, October 23 |
| **RFB closing date** | 17:00 ET on Wednesday, October 29 |
| **Period for which Bids are irrevocable after RFB closing date** | 120 days |

Bidders must declare intent of submission via email to the procuring entity contacts.

Bids must be received by the RFB closing date. This schedule is tentative and may be changed by the Agency in its sole discretion. Please note that time is written in a 24-hour format.

Bidders will be notified of Agency changes to the RFB via email.

## Proposed Agreement Dates

|  |  |
| --- | --- |
| **Execution of Agreement** | Within 15 days of notification of selection to the successful Bidder |
| **Anticipated start date for contract** | November 11, 2025 |
| **Term of Agreement** | Two (2) years |
| **Option to extend** | No |

## Text Response Restrictions and File Size Restrictions

Plain text responses for ‘text questions’ allow up to 2,000 characters (including spaces and punctuation) to be entered for each text response.

Please keep attachments to a manageable file size. If your file is large or you have multiple files to attach, you can compress the data into a single compressed ZIP file.

**Attachment File Names:** Use company name or company initials to keep attachment files to the Bid unique. Keep file name length manageable. Use of special characters (such as @!$%#&\*+=<>?/) in the attachment file name should be avoided.

**[End of Part 1]**

# PART 2 – CONTENTS OF A COMPLETE BID

## Structure of Bid

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

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

| The Qualification Response | |
| --- | --- |
|  | Appendix A.1 - Form of Offer |
|  | Appendix A.2 - Reference Form |
| The Technical Response | |
|  | Appendix A.3 - Rated Requirements Form |
| The Commercial Response | |
|  | Appendix A.4 - Pricing Form (mandatory) |

## Format of Bid

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

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

Bids are to be emailed to the procuring entity contacts identified in Section 1.2.

Please provide the Commercial Response in a separate electronic copy in PDF format.

**[End of Part 2]**

# PART 3 – THE DELIVERABLES

This section of the RFB describes what is being procured.

The contents of this part will be in the final Contract if you are successful and you will be expected to deliver and/or perform all requirements set out in this part for the price you propose in Appendix A.4 - Pricing Form.

## Objectives

The Vendor shall provide the Agency with a media monitoring and analytics platform and related services that:

1. provide timely, accurate and comprehensive media and social media intelligence;
2. identify and offer actionable insights on public and stakeholder sentiment, sector and market trends and potential reputational issues; and
3. provide insights for media and social media strategy and planning
4. support proactive media engagement efforts

with the goal of building and protecting the Agency’s reputation as a trusted partner to business.

## Background and History

Invest Ontario is a provincial agency focused on securing strategic investments that drive job creation, economic growth and resilience in Ontario. Serving as investors’ one-window gateway to the province, the Agency streamlines the investment process and provides tailored support to accelerate their success.

For more information, please visit [www.investontario.ca](https://www.investontario.ca/).

## Deliverables

The Vendor shall provide the Agency with a media monitoring and analytics platform and related services that meet the following deliverables:

1. **Global, comprehensive media monitoring and social listening** across print, online, broadcast and social media channels;
2. **Advanced analytics and automation features** including customizable searches, dashboards, automated newsletters and real-time alerts;
3. **Daily analyst-curated newsletter** tailored to the Agency’s news monitoring needs, with flexibility to broaden coverage (e.g. new sectors) as needed;
4. **On-demand analyst-curated reports** for in-depth sectoral, thematic, competitive or reputational analysis, including key trends, themes, narrative and sentiment analysis with an executive summary, key takeaways and actionable recommendations;
5. **Media relations features** including an up-to-date, global media contact database to support proactive outreach and relationship building; and
6. **Premium client service** including dedicated account management, technical support and proactive guidance to ensure the platform is fully leveraged.

### **Quality Standards**

1. Media and social media monitoring results must capture accurate, relevant and timely coverage across the above-mentioned channels, including premium content from paywalled and subscription-based sources (e.g. national dailies, key financial publications and sector-specific outlets) and major social media platforms (e.g. LinkedIn, X, Facebook, YouTube).
2. Analytics dashboards and reports must be highly customizable and user-friendly, featuring an intuitive user interface, advanced data visualization tools and flexible export options (e.g. PDF, PPT, images) for reporting.
3. Curated content such as daily newsletters must be accurate, professionally edited and tailored to Invest Ontario’s mandate and priorities. On-demand analyst-curated reports must demonstrate analytical depth and actionable insights.
4. Outlet and journalist entries in the media contact database must be current, verified and as detailed as possible (e.g. role, beat and contact information).

### **Service Levels**

1. Daily curated newsletters must be delivered via email at or before the agreed delivery time each business day. The recipient list will be maintained by the Agency.
2. On-demand analyst-curated reports must be delivered within agreed timelines, with the ability to accommodate urgent turnaround where required.
3. The online platform must maintain availability at all times, excluding planned maintenance that is communicated at least one week in advance.
4. The Vendor must assign a dedicated account manager responsible for providing strategic advice, ongoing support, quarterly reviews and proactive recommendations on maximizing platform use.
5. The Vendor must provide immediate technical assistance (e.g. customization of searches, dashboards and alerts) whenever needed, including availability for after-hours support for urgent issues.
6. Initial onboarding and training sessions for Agency staff must be included, with refresher training offered upon request.

**[End of Part 3]**

# PART 4 – EVALUATIONS

## Overview of the Evaluation Process

There are three (3) stages in the evaluation process:

### Stage 1 - Qualification Response Evaluation

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

### Stage 2 - Technical Response Evaluation

This stage will consist of scoring each qualified Bid from Stage 1 on the basis of the Technical Response contained in Appendix A.3 - Rated Requirements Form, to determine the total score for Stage 2.

### Stage 3 - Commercial Response Evaluation

In this stage the Commercial Response contained in Appendix A.4 - Pricing Form will be evaluated using the relative pricing formula set out below, to determine the total score for Stage 3.

Each eligible Bidder will receive a percentage of the total possible points allocated to price by dividing the lowest Bid price by the Bidder’s Bid price:

(Lowest Bid price / Bidder's Bid price) x Total available points = Pricing Score for Bid

For example, if the lowest Bid price is $120, that Bidder receives 100% of the possible points (120 / 120 = 100%), a Bidder who bids $150 receives 80% of the possible points (120 / 150 = 80%) and a Bidder who bids $240 receives 50% of the possible points (120 / 240 = 50%).

## Cumulative Score and Selection of Highest Scoring Bidder

Once the Commercial Response is evaluated, subject to security screening (if required), satisfactory reference checks (if conducted), and the express and implied rights of the Agency, the Bidder with the highest scoring, compliant Bid will be selected to enter into the Agreement attached to this RFB (as Appendix B).

The Bidder must provide its Tax Compliance Verification number to the Agency so that the Agency can confirm with the Ministry of Finance that Bidder’s Ontario tax obligations, if any, are in good standing at the time of signing the Agreement. The Bidder will also be required to provide a Certificate of Liability Insurance to the Agency.

## Allocation of Points

The following is an overview of the categories and weighting for the evaluation.

There are five scored sections. Weightings are shown for a total of 100 points:

|  |  |
| --- | --- |
| Category | Weighting (Points) |
| **Stage 2 - Technical Response Evaluation** | |
| Monitoring and Analytics Capabilities | 30 |
| Curated Content | 25 |
| Media Relations Features | 15 |
| Client Service | 15 |
| Stage 3 – Commercial Response Evaluation | |
| Pricing | 15 |
| **Total Points** | **100** |

In addition, a 10 per cent evaluation advantage will be given to the Bid of a Bidder that is a Canadian Business. “Canadian Business” means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

1. has its headquarters or main office in any province or territory within Canada, or
2. has at least 250 full-time employees in any one province or territory within Canada at the time of submitting the Bid.

## Process to Sign the Agreement

The Preferred Bidder will be sent a selection letter along with copies of the Agreement to sign and return within the time limit provided. Other documentation that may be requested at that time:

* proof of insurance as outlined in Appendix B;
* proof of W.S.I.A. Coverage as outlined in Appendix B;
* proof of security clearance as outlined in Appendix B;
* proof of tax compliance as outlined in Appendix A.1 - Form of Offer; and
* other documents as outlined in the selection letter.

**[End of Part 4]**

# PART 5 – TERMS AND CONDITIONS

**General Terms and Conditions**

**Bidder Representations and Warranties**

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

1. to be bound to its Bid;
2. that to its best knowledge and belief, no actual or potential Conflict of Interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the Agency discovers a Bidder’s failure to disclose all actual or potential Conflicts of Interest, the Agency may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;
3. that it has accepted the provisions of this RFB and has prepared its Bid with reference to all of the provisions of the RFB including the attached Form of Agreement and has factored all of those provisions, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated in the Pricing Form; and
4. that its Bid was arrived at separately and independently, without conspiracy, collusion or fraud. See the [Competition Bureau of Canada](http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home) for further information.

## General Instructions and Requirements

### Bidders to Follow Instructions

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

### Conditional Bids May be Disqualified

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

### Bids in English

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

### Agency’s Information in RFB Only an Estimate

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

### Bidders Shall Bear Their Own Costs

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

### No Guarantee of Volume of Work or Exclusivity of Contract

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

### RFB Terms

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

### Accessibility Obligations

The Province of Ontario is committed to the highest possible standard for accessibility. Vendor(s) are responsible for complying with the requirements under the Ontario Human Rights Code, the *Ontarians with Disabilities Act*, 2001 and *Accessibility for Ontarians with Disabilities Act*, 2005 (“AODA”) and its regulations. In circumstances where Vendors are providing a service to the public on behalf of the Agency, they may need to follow Agency direction to ensure Agency compliance with the AODA and its regulations (such as the Integrated Accessibility Standards Regulation). The vendor is responsible for applying Integrated Accessibility Standards Regulation and effective dates and timelines as they pertain to the Government of Ontario, as directed by the Agency.

**Communication After Issuance of RFB**

### All New Information to Bidders By Way of Addenda

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

Each addendum may contain important information including significant changes to this RFB. The onus remains on the Bidder to make any necessary amendments and to re-submit its Bid based on the addenda. The Agency may also be issuing addenda included in the RFB as an attachment, which will contain responses to Bidders’ questions.

### Post-Deadline Addenda and Extension of RFB Closing Date and Time

The Agency may, at its discretion, issue addenda after the deadline for issuing addenda and may also then extend the RFB closing date.

### Agency May Verify Information or Seek Clarification and Incorporate Response into Bid

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

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

1. any person identified in the Bid; and
2. persons or entities other than those identified by any Bidder.

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

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

**Bid Process Requirements**

### Bids must be submitted on time

Bids must be submitted by the RFB Closing Date and Time. Bids submitted after this point in time will be deemed late, disqualified and returned to the Bidder.

### Bid Irrevocable after RFB Closing Date and Time

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

### Bidders to Review RFB

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

1. shall report any errors, omissions or ambiguities; and
2. may direct questions or seek additional information

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

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

### No Incorporation by Reference by Bidder

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

### Amending or Withdrawing Bids Prior to RFB Closing Date and Time

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

### Bid to be Retained by the Agency

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

**Execution of Agreement, Notification and Debriefing**

### Selection of Bidder

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

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

### Failure to Enter Into Agreement

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

### Notification to Other Bidders of Outcome of Procurement Process

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

### Debriefing

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

### Bid Dispute

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

### Prohibited Bidder Communications

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

Bidders shall not contact or make any attempt to contact,

1. any Ontario government employee or representative, other than the Agency Contact; or,
2. any other Bidder

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

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

1. any member of the Agency evaluation team for the RFB;
2. any expert or advisor assisting the Agency evaluation team;
3. any staff of the Premier of Ontario’s office or the Ontario Cabinet Office;
4. any Member of the Ontario Provincial Parliament or his or her staff or advisors; or
5. any Member of the Ontario Provincial Cabinet or their staff or advisors,

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

### Bidder Not to Make a Public Statement or Communicate With Media

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

### Confidential Information of Agency

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

1. is the sole property of the Agency and must be treated as confidential;
2. is not to be used for any purpose other than replying to this RFB and the performance of any subsequent Contract;
3. must not be disclosed without prior written authorization from the Agency; and
4. shall be returned by the Bidders to the Agency immediately upon the request of the Agency.

### Freedom of Information and Protection of Privacy Act

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

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

**Reserved Rights and Governing Law**

### Reserved Rights of the Agency

The Agency reserves the right to:

1. make public the names of any or all Bidders; the name of the Preferred Bidder(s); and, the total price for the contract awarded;
2. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder’s response to that request for clarification into the Bidder’s Bid;
3. assess a Bidder’s Bid on the basis of:
4. a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing services, practices, methodologies and infrastructure (howsoever originally established);
5. information provided by references;
6. the Bidder’s past performance on previous contracts awarded by the Government of Ontario;
7. the information provided by a Bidder pursuant to the Agency exercising its clarification rights under this RFB process; or
8. other relevant information that arises during this RFB process;
9. waive non-compliance where, in the Agency’s sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice.  Such minor non-compliance will be deemed substantial compliance and capable of acceptance.  The Agency will be the sole judge of whether a Bid is accepted or rejected;
10. verify with any Bidder or with a third party any information set out in a Bid;
11. check references other than those provided by any Bidder;
12. disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information;
13. disqualify any bid or rescind any contract award where the bidder either: fails to disclose; or, is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by the Agency;
14. disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFB;
15. make changes, including substantial changes, to this RFB provided that those changes are issued by way of addenda in the manner set out in this RFB;
16. select any Bidder other than the Bidder whose Bid reflects the lowest cost to the Agency or the highest score;
17. cancel this RFB process at any stage;
18. cancel this RFB process at any stage and issue a new RFB for the same or similar Deliverables;
19. accept any Bid in whole or in part; or
20. reject any or all Bids;

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

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

### Governing Law of RFB Process

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

**Supplementary Terms and Conditions**

### Occupational Health and Safety Requirements

Vendor(s) are required to comply with the Occupational Health and Safety Act (“OHSA”) and regulations and applicable OPS and site-specific health and safety requirements. Vendor(s) are responsible for meeting all of the ‘employer’ obligations under the OHSA and shall ensure that all work is carried out safely. The Vendor shall ensure that all subcontractors (hired by the Vendor) work in accordance with the OHSA and its regulations.

**Publication of Data and Consent**

### Publication of Data and Consent

It is Ontario’s intention, in accordance with the [Ontario’s Digital and Data Directive, 2021](https://www.ontario.ca/page/ontarios-digital-and-data-directive-2021) and as part of its commitment to open data, to publish and allow the public to use:

1. procurement contract data, including the name of the Preferred Bidder and total contract value; and,
2. created or collected as an output of a contract,

except where Ontario chooses not to publish the data in accordance with the Open Data Directive, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons.

Each Bidder, by submitting a Bid, expressly consents to the above and agrees that, if it becomes the Preferred Bidder, it will not object to the above being incorporated into its contract.

**[End of Part 5]**

APPENDIX A.1 – FORM OF OFFER

**Bidder Instructions:**

1. This Form of Offer must be signed and all pages of the original included with the Bid.
2. Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Bid. A Bid that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFB may be disqualified. Bids containing any change may, subject to the express and implied rights of the Agency, be disqualified. If a Bid is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFB, will prevail over any such changes or qualifications in or to the Form of Offer provided in the Bid.

**Bidder Instructions for Tax Compliance:**

1. Bidders are advised that if they are selected for contract award, their Ontario tax obligations, if any, must be in good standing at the time of entering into an Agreement.   
   The Agency will rescind the notice of selection of a Bidder for contract award whose Ontario tax obligations are not in good standing within the timeframe for satisfying the preconditions of execution set out in the RFB.

Bidders are required to follow the following process in order to determine their tax compliance status.

The Ministry of Finance (MOF) has automated the Tax Compliance Verification (TCV) process by creating an online portal (<http://www.etax.fin.gov.on.ca/>) where you can confirm your tax compliance status online and at any time. [Check your Tax Compliance Status webpage](https://www.ontario.ca/page/check-your-tax-compliance-status) on Ontario.ca.

**Where to go for help?**

Please refer to the **frequently asked questions** [Doing business with the Government of Ontario | ontario.ca](https://www.ontario.ca/page/doing-business-government-ontario)for more information.

**[End of Instructions to Form of Offer]**

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

**To:** Invest Ontario

1. **Bidder’s Information**

|  |  |
| --- | --- |
| Full Legal Name of Bidder | Bidder to click insert response |
| Any other registered business name under which the Bidder carries on business | Bidder to click insert response |
| The jurisdiction under which the Bidder is incorporated or formed | Bidder to click insert response |
| Location of the Bidder’s headquarters or main office | Bidder to click insert response |
| Bidder Mailing Address | Bidder to click insert response |
| Bidder Telephone | Bidder to click insert response |
| Bidder Representative Name | Bidder to click insert response |
| Bidder Representative Title | Bidder to click insert response |
| Bidder Representative E-mail Address | Bidder to click insert response |
| Bidder Representative Mailing Address | Bidder to click insert response |
| Bidder Representative Telephone | Bidder to click insert response |
| Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership | Bidder to click insert response |
| Number of full-time employees in any one province or territory within Canada at the time of submitting this Bid | Bidder to click insert response |

1. **Offer**

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

1. **Mandatory Forms**

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

1. **Addenda**

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

1. **Bid Irrevocable**

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

1. **Conflict of Interest**

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

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

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

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

(Bidder to describe Conflict of Interest, if applicable)

In addition to the preceding declarations, the Bidder must indicate if any individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service ("OPS") and have ceased that employment prior to the RFB Closing Date, by selecting "Yes" or "No".

If "Yes" is indicated, Bidders must complete the following section which relates to potential Conflict of Interest:

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

Repeat the below for each identified individual.

|  |  |
| --- | --- |
| Name of Individual: | (Bidder to insert response, if applicable) |
| Job Classification (of last position within OPS): | (Bidder to insert response, if applicable) |
| Ministry (where last employed with OPS): | (Bidder to insert response, if applicable) |
| Last Date of Employment with OPS: | (Bidder to insert response, if applicable) |
| Name of Last Supervisor with OPS: | (Bidder to insert response, if applicable) |
| Brief Description of Individual’s Job Functions (at last position with OPS): | (Bidder to insert response, if applicable) |
| Brief Description of Nature of Individual’s Participation in Preparation of Bid: | (Bidder to insert response, if applicable) |

(Repeat for each identified individual)

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

1. **Disclosure of Information**

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

1. **Proof of Insurance**

The Bidder has verified it can, and if selected, it shall obtain insurance coverage in accordance with the Form of Agreement (Appendix B of the RFB).

1. **Occupational Health and Safety Declaration**
2. The Bidder agrees, to the extent applicable, that it and any proposed Subcontractors each have a written occupational health and safety policy and will maintain a program to implement that policy as required by clause 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1 (OHSA) as amended.
3. With respect to the services being offered in this Bid, the Bidder and its proposed Subcontractors acknowledge the responsibility to, and shall:
   1. fulfill all of the “employer” obligations under OHSA and ensure that all work is carried out in accordance with OHSA and its regulations;
   2. appoint and ensure an adequate number of supervisors are provided for the work and that they all satisfy the definition of “competent” as prescribed in OHSA;
   3. identify any hazards associated with the work, assess the risks and develop appropriate control measures to protect worker safety;
   4. provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
   5. ensure that workers and supervisors have completed mandatory health and safety awareness training in accordance with O. Reg. 297/13;
   6. notify the Agency of the occurrence of all work-related health and safety incidents and Ministry of Labour investigations or orders; and
   7. ensure appropriate emergency management procedures and response in the event of an accident or fire, including an emergency evacuation plan that accommodates for persons with disabilities (in accordance with section 27 of the Integrated Accessibility Standard Regulation, Accessibility for Ontarians with Disabilities Act, 2005) and shall cause its proposed Subcontractors to acknowledge such responsibility and comply with the above requirements
4. The Bidder agrees, to the extent applicable, that any and all equipment used in connection with the Deliverables under the Contract is at all times properly and safely maintained by duly qualified personnel and is at all times in good working order.
5. The Bidder agrees, to the extent possible, to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the OHSA and shall cause its proposed Subcontractors to do the same.
6. **Tax Compliance**

Bidders are advised that if they are selected for contract award, their Ontario tax obligations, if any, must be in good standing at the time of entering into an Agreement.

The Ontario Government expects all Bidders to meet their Ontario tax obligations on a timely basis.

I\We hereby undertake that (i) the Bidder, if selected for contract award, will be in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance (MOF) or by the Canada Revenue Agency (CRA), at the time of entering into an Agreement and that, in particular, all returns required to be filed will have been filed and all taxes due and payable under those statutes will have been paid or satisfactory arrangements for their payment will have been made or maintained and (ii) the Bidder will take all necessary steps prior to entering into an Agreement in order to be in full compliance with all those statutes at the time of entering into the Agreement.

Select “Yes” if you agree

Select “No” if you do not agree (May result in your disqualification)

**Tax Compliance Verification Number**

A Bidder’s TCV number is required by the Agency to confirm with the MOF that the Bidder’s Ontario tax obligations, if any, are in good standing. If the Bidder does not provide its TCV number with the Form of Offer, it will have to provide the TCV number prior to signing an Agreement, so the Agency can confirm with the MOF the Bidder’s tax compliance status at the time of signing the Agreement.

By providing the TCV number you are consenting to the Agency releasing the TCV number to the Ministry of Finance for tax compliance verification.

| Please enter your TCV number**:** | Click to insert TCV Number |
| --- | --- |

**Business Number**

The Business Number (BN) is a business identifier for the Canadian Revenue Agency (CRA). It is a nine (9) digit number. It can be found as the first nine digits of your Harmonized Sales Tax (HST) number.

Please be aware that prior to being awarded a contract with the Ontario Government, you will be required to provide a BN in order to finalize the contractual process.

Please select one of the following statements:

Yes, my organization has a CRA BN

| Please enter the Bidder's Business Number.**:** | Click to insert business number |
| --- | --- |

No, my organization does not have a CRA BN, and are aware that we will be required to have one if we are being awarded a contract

If you do not have a BN, please go to the CRA website to create one: [www.canada.ca/en/revenue-agenc­y/services/tax/businesses/topi­cs/registering-your-business/b­usiness-registration-online-ov­erview.html](http://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/registering-your-business/business-registration-online-overview.html)

1. **Execution of Agreement**

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

| Dated at |  | this |  | day of |  | 20 |  |
| --- | --- | --- | --- | --- | --- | --- | --- |

|  |  |  | |
| --- | --- | --- | --- |
| Signature of Authorized Signing Offer |  | Signature of Witness |
| Click here to enter name. |  | Click here to enter name. |
| Print Name |  | Name of Witness |
| Click here to enter title. |  |  |
| Print Title |  |  |

I, the individual indicated above, acknowledge and confirm that (a) I have authority to bind the Bidder, (b) I am submitting this Bid on behalf of the Bidder; (c) the Bidder has read, understood, agrees and consents to be bound by the terms, conditions and provisions of the RFB, including the Form of Agreement, and (d) the Bidder offers to provide the Deliverables for the Rates set out in the Commercial Response in its Bid.

APPENDIX A.2 – REFERENCE FORM

**Bidder Instructions:**

Each Bidder is requested to provide two (2) references from clients who have obtained similar services in the last two (2) as those requested in this RFB. The Agency reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

| **Reference #1** | |
| --- | --- |
| **Company Name:** | **(Click to insert Company Name)** |
| **Company Address:** | **(Click to insert Company Address)** |
| **Contact Name:** | **(Click to insert Contact Name)** |
| **Contact Telephone Number:** | **(Click to insert Contact Telephone Number)** |
| **Contact Email:** | **(Click to insert Contact Email)** |
| **Date Work Undertaken:** | **(Click to insert Date Work Undertaken)** |
| **Nature of Assignment:** | **(Click to insert Nature of Assignment)** |

| **Reference #2** | |
| --- | --- |
| **Company Name:** | **(Click to insert Company Name)** |
| **Company Address:** | **(Click to insert Company Address)** |
| **Contact Name:** | **(Click to insert Contact Name)** |
| **Contact Telephone Number:** | **(Click to insert Contact Telephone Number)** |
| **Contact Email:** | **(Click to insert Contact Email)** |
| **Date Work Undertaken:** | **(Click to insert Date Work Undertaken)** |
| **Nature of Assignment:** | **(Click to insert Nature of Assignment)** |

APPENDIX A.3 – RATED REQUIREMENTS FORM

| 1. Proposed Approach   Provide details about your proposed approach to provide the services listed in Part 3 - The Deliverables (as described in Section 3.3 of this RFB). |
| --- |
| **Client Service (15 points)**   * Describe your support structure and approach to client service, including account management, strategic advice, technical support and milestone reviews. * Describe your approach to managing time-sensitive projects (e.g. urgent curated reports) to ensure timely delivery of high-quality outputs. * Share any strategies you employ to maximize client budgets while maintaining high quality standards. |
| (Bidder to insert response) |

| 1. Capabilities   Provide details about your capability (experience and/or qualifications) to provide the services listed in Part 3 - The Deliverables (as described in Section 3.3 of this RFB). |
| --- |
| **Monitoring and Analytics Capabilities (30 points)**   * Core platform features and functionality in regard to media monitoring and social listening, including:   + Breadth of content sources, languages and formats, including access to content from premium/paywalled publications   + Level of access to data from major social media platforms including LinkedIn (most important), X, Facebook, YouTube, etc.   + Accuracy and timeliness of data * Analytics and automation features (e.g. trend, narrative and sentiment analysis, customized dashboards, reports, newsletters and real-time alerts) * Ease of use and integration with existing tools and workflows (e.g. Microsoft Teams, Power BI) |
| (Bidder to insert response) |
| Curated Content (25 points)   * Daily analyst-curated newsletters, including:   + Number of sections and articles   + Accuracy and comprehensiveness of media scans   + Flexibility of expanding and modifying scope as needed * On-demand analyst-curated reports * Experience and/or qualifications of analysts |
| (Bidder to insert response) |
| Media Relations Features (15 points)   * Media contact database, including:   + Comprehensiveness (e.g. countries, sectors), accuracy and update frequency of media sources, journalist details and contact information * Other media relations features |
| (Bidder to insert response) |

APPENDIX A.4 – PRICING FORM

**Bidder Instructions:**

1. Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes.
2. For non-Canadian Bidders, contact Canada Revenue Agency at 1-866-453-0452 in regards to applicable Canadian taxes (such as the Ontario Harmonized Sales Tax) and potential withholding tax, or at the following website: [Canada Revenue Agency](http://www.cra-arc.gc.ca/cntct/gsthstnnrs/menu-eng.html).
3. Pricing quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs, and all other overhead including but not limited to any fees or other charges required by law.
4. A Bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Form may be disqualified.
5. Bidders may not amend this form in any way other than by providing the requested information.
6. No other fees or charges will be paid for the Deliverables other than those set out in the form.
7. Where no price applies, state “0” or “Nil”. If a field is left blank, the Agency may either deem it to be a zero or may declare the Bid non-compliant and disqualify it at its discretion.
8. For evaluation purposes, the total price quote, in the table below, will be used to calculate the Commercial Response Evaluation. **(Bidder to fill in)**

|  |  |  |
| --- | --- | --- |
| **Deliverable(s)** | **Pricing (CAD)** | **Scope Description / Specifications / Notes** |
| Media monitoring, social listening and core platform features | (Bidder to input) | (Bidder to input) |
| Premium content | (Bidder to input) | (Bidder to input) |
| Daily analyst-curated newsletter | (Bidder to input) | (Bidder to input) |
| On-demand analyst-curated reports | (Bidder to input) | (Bidder to input) |
| Media relations features | (Bidder to input) | (Bidder to input) |
| Others (Bidder to specify, if applicable)  (Bidder to input) | (Bidder to input, if applicable) | (Bidder to input, if applicable) |
| **Subtotal** | (Bidder to input) |  |
| **Applicable Taxes** | (Bidder to input) |  |
| **TOTAL** | (Bidder to input) |  |

(Input pricing over the two-year term)

APPENDIX B – FORM OF AGREEMENT

Fields highlighted in green will be completed by the buyer once the successful bidder has been selected.



**Agreement**

Between

Invest Ontario, a Crown agency

and

[insert Legal Name of Vendor]

for [insert name of Deliverables]

Effective Date: [insert start date for the Term]

Agreement No.: [insert Ministry acronym and reference #]

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10.01 Publication of Data and Consent

**Schedule 1 (Mandatory Business and Technical Requirements, Description of Deliverables, Rates and Supplementary Provisions)**

**Agreement**

**This Agreement** (the “**Agreement**”), made in triplicate, for **[insert name of Deliverables]** is effective as of **[insert start date for the Term]** ("**Effective Date**"),

Between:

Invest Ontario

(referred to as the “**Agency**”)

And:

**[insert Legal Name of Vendor]**

(referred to as the “**Vendor**”)

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

**Article 1 – Interpretation and General Provisions**

1. **Defined Terms**

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

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

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

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

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

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

1. in relation to the RFB process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Bid that is confidential to the Crown and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the Agency; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or
2. in relation to the performance of its contractual obligations in a Crown contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

**"Direct Deposit"** means the electronic transfer of funds by the Client to the financial institution identified by the Vendor, in accordance with the Direct Deposit Protocols;

**"Direct Deposit Protocols"** means the protocols set out at [Doing Business with Ontario], which may be amended from time to time as required by Ontario;

“**Expiry Date**” means **[insert date]** or, if the original term is extended, the final date of the extended term;

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

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

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

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

“RFB” means the Requests for Bids dated **[insert date]** for **[insert name of RFB]**, reference number **[insert OSS reference number]** issued by the Agency for the Deliverables and any addenda to it;

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

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

**[Insert Agency branch]**

**[Insert Agency address]**

Agency Representative: **[Insert]**

Telephone: **[Insert]**

E-mail: **[Insert]**

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

"**Ontario**" means His Majesty the King in right of Ontario;

"**Ontario Public Service**" and "**OPS**" means the ministries and other administrative units of Ontario over which the ministers of Ontario preside and includes agencies, boards and commissions.

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

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

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

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

“**Personal Information**” means recorded information about an identifiable individual or that may identify an individual;

**"Preferred Bidder"** means the Bidder (or Bidders in the case of a multiple vendor opportunity) who has the highest cumulative score at the conclusion of the evaluation process set out in Part 4.

**“Vendor”** means the entity that is selected to provide the Deliverables.

“**Proceeding**” means any action, claim, demand, lawsuit, or other proceeding;

"**Purchasing Card**" means the corporate charge card(s) used by the Agency, as may be changed from time to time;

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

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

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

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

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

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

**[Insert address]**

Vendor Representative: **[Insert]**

Telephone: **[Insert]**

E-mail: **[Insert]**

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

"**Vendor's Personnel**" includes the directors, officers, employees, agents, partners, affiliates volunteers or Subcontractors of the Vendor;

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

“**Third-Party Intellectual Property**” means any Intellectual Property owned by a party other than His Majesty the King in right of Ontario, Invest Ontario or the Vendor.

1. **No Indemnities from Agency**

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

1. **Entire Agreement**

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

1. **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. **Interpretive Value of Contract Documents**

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

1. **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. **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 Deliverables. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1. **Notices by Prescribed Means**

All required notices must be in writing and must be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Agency Address to the attention of the Agency Representative and to the Vendor Address to the attention of the Vendor Representative. Notices will be considered given : (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile, one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1. **Governing Law**

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

1. **Currency**

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

**Article 2 – Nature of Relationship Between Agency and Vendor**

1. **Vendor’s Power to Contract**

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

1. **Representatives May Bind Parties**

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

1. **Vendor Not a Partner, Agent or Employee**

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

1. **Responsibility of Vendor**

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

1. **No Subcontracting or Assignment**

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

1. **Duty to Disclose Change of Control**

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

1. **Conflict of Interest**

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Agency 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 Agency to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Agency may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the Agency to resolve a Conflict of Interest; or (c) the Vendor’s Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

1. **Contract Binding**

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

**Article 3 – Performance by Vendor**

* 1. **Commencement of Performance**

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

* 1. **Performance Warranty**

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

* 1. **Use and Access Restrictions**

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

* 1. **Notification by Vendor to Agency**

During the Term, the Vendor shall advise the Agency 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.

* 1. **Condonation Not a Waiver**

Occurrences where the Agency has previously forgiven or condoned the Vendor’s failure to perform any of the terms or conditions of the Contract does not mean that the Agency has waived its right to require the Vendor to perform the terms and conditions of the Contract, and the obligations of the Vendor with respect to such performance will continue in full force and effect.

* 1. 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.

* 1. **Vendor to Comply With Reasonable Change Requests**

The Agency may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable Agency change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Vendor is unable to comply with the change request, it shall promptly notify the Agency 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.

* 1. **Pricing for Requested Changes**

Where an Agency change request includes an increase in the scope of the previously contemplated Deliverables, the Agency 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:

1. include pricing for the particular type of Deliverables contemplated in the change request, the Vendor shall not unreasonably refuse to provide those Deliverables at prices consistent with those Rates; or
2. are silent to the applicable price for the particular Deliverable contemplated in the change request, the price shall be negotiated between the Agency and the Vendor within a reasonable period of time;

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

* 1. **Non-Exclusive Contract, Work Volumes**

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

* 1. **Performance by Specified Individuals Only**

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

* 1. **Security Clearance**

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

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

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

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

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

* 1. **Accessibility Requirements**

The Vendor's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario Human Rights Code (HRC) R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act*, S.O. 2001, CHAPTER 32, and the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11 (Integrated Accessibility Standards), any regulations made thereto and any direction from the Agency. The Vendor must meet the Government of Ontario’s requirements on the Government of Ontario’s schedule under the Integrated Accessibility Standards Regulation as directed by the Agency.

* 1. **Agency Rights and Remedies & Vendor Obligations Not Limited to Contract**

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

**Article 4 – Payment for Performance and Audit**

* 1. **Payment According to Contract Rates**

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

* 1. **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:

1. the Vendor shall provide the Agency and Client 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 Agency; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Agency, identified as separate items; A copy of all relevant Instructions to Vendor will be attached to each monthly billing statement;
2. the Agency or Client shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Agency or Client rejects the billing statement, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the Agency to substantiate the billing statement;
3. each billing statement is subject to the approval of the Agency or Client before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
4. it is acknowledged and agreed that either the Client or Agency may require that the Vendor include additional information in the billing statement, upon notice to the Vendor; and
5. the Agency or Client may, in its discretion, make payments under the Contract by way of the following methods:
   1. Direct Deposit and the Vendor shall accept and process any such payments in accordance with the Direct Deposit Protocols; or,
   2. Procurement Card and the Vendor shall accept and process any such payments in accordance with Procurement Card Protocols.

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

* 1. **Hold Back or Set Off**

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

* 1. **No Expenses or Additional Charges**

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

* 1. **Payment and Collection of Taxes and Duties**

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

* 1. **Withholding Tax**

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

* 1. **Interest on Late Payment**

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

* 1. **Document Retention and Audit**

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

**Article 5 – Confidentiality and FIPPA**

* 1. **Confidentiality and Promotion Restrictions**

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

* 1. **OPS Confidential Information**

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

* 1. **Restrictions on Copying**

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

* 1. **Injunctive and Other Relief**

The Vendor acknowledges that breach of any provisions of this Article may cause irreparable harm to the Agency or to any third-party to whom the Agency owes a duty of confidence, and that the injury to the Agency or to any third-party may be difficult to calculate and inadequately compensable in damages. The Vendor agrees that the Agency 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.

* 1. **Notice and Protective Order**

If the Vendor or any of the Vendor’s Personnel become legally compelled to disclose any OPS Confidential Information, the Vendor will provide the Agency with prompt notice to that effect in order to allow the Agency to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Agency and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Vendor will disclose only that portion of OPS Confidential Information which the Vendor is legally compelled to disclose, only to such Person or Persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Agency) 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.

* 1. **FIPPA Records and Compliance**

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

1. to keep Records secure;
2. to provide Records to the Agency within seven (7) calendar days of being directed to do so by the Agency for any reason including an access request or privacy issue;
3. not to access any Personal Information unless the Agency determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
4. not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Agency;
5. 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;
6. to restrict access to Personal Information to those of the Vendor’s Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Agency Representative to have such access for the purpose of providing the Deliverables;
7. to implement other specific security measures that in the reasonable opinion of the Agency would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and
8. that any confidential information supplied to the Agency may be disclosed by the Agency where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

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

* 1. **Survival**

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

**Article 6 – Intellectual Property**

* 1. **Agency Intellectual Property**

The Vendor agrees that all Agency 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 Agency to the Vendor shall remain the sole property of His Majesty the King in right of Ontario or Invest Ontario at all times.

* 1. **Newly Created Intellectual Property**

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

* 1. **Vendor Intellectual Property**

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

* 1. **Presumption Governing Intellectual Property Ownership**

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

* 1. **Vendor’s Grant of Licence**

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

* 1. **No Restrictive Material in Deliverables**

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

* 1. **Vendor Representation and Warranty Regarding Third-Party Intellectual Property**

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

* 1. **Assurances Regarding Moral Rights**

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

* 1. **Further Assurances Regarding Copyright**

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

* 1. **No Use of Ontario Government Insignia**

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

* 1. **Agency May Prescribe Further Compliance**

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

* 1. **Survival**

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

**Article 7 – Indemnity and Insurance**

* 1. **Vendor Indemnity**

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

* 1. **Vendor’s Insurance**

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

1. commercial general liability insurance on an occurrence basis for third party bodilyinjury, personal injury and property damage, to an inclusive limit of not less than [insert amount per RMIS advice] per occurrence, [insert amount] products and completed operations aggregate. The policy is to include the following:
2. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor’s obligations under, or otherwise in connection with, the Contract;
3. contractual liability coverage;
4. cross-liability clause;
5. employers liability coverage (or compliance with the section below entitled “Proof of W.S.I.A. Coverage” is required);
6. 30 day written notice of cancellation, termination or material change;
7. tenants legal liability coverage (if applicable and with applicable sub-limits); and,
8. non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,
9. errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the Deliverables contemplated in the Contract, in the amount of not less than [insert amount per RMIS advice] per claim and in the annual aggregate.
   1. **Proof of Insurance**

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

* 1. **Proof of W.S.I.A. Coverage**

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

* 1. **Vendor Participation in Proceedings**

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

**Article 8 – Termination, Expiry and Extension**

* 1. **Immediate Termination of Contract**

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

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

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

* 1. **Dispute Resolution by Rectification Notice**

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

* 1. **Termination on Notice**

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

* 1. **Termination for Non-Appropriation**

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

* 1. **Vendor’s Obligations on Termination**

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

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

This section shall survive any termination of the Contract.

* 1. **Vendor’s Payment Upon Termination**

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

* 1. **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 Agency under the Contract, at law or in equity.

* 1. **Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Agency exercises its option to extend the Contract [for a period of up to the duration of the original Term], such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the Agency giving notice to the Vendor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**Article 9 – Occupational Health and Safety Requirements**

**9.01 Compliance with the Occupational Health and Safety Act**

The Vendor must ensure that any subcontractor hired by the Vendor works in accordance with the Occupational Health and Safety Act R.S.O. 1990, CHAPTER O.1 (OHSA) and its regulations and any applicable Ontario Public Service (OPS) and site-specific health and safety requirements. The Vendor acknowledges that it is the Employer of the subcontractor. The Vendor shall include in any of its agreements with its subcontractors, the ability to terminate the subcontractor for non-compliance with OHSA or its regulations, with the rules and policies of the Vendor or for failing to protect the safety of its workers.

The Agency may stop the work where the Vendor fails to comply with OHSA or its regulations and an immediate danger to worker health and safety is observed. Failure or refusal by the Vendor to correct the observed violation, or willful or repeated non-compliance may, subject to Article 8 – Termination, Expiry and Extension, result in termination of the Contract.

**Article 10 – Open Data**

* 1. **Publication of Data**

It is Ontario’s intention, in accordance with the [Ontario’s Digital and Data Directive, 2021](https://www.ontario.ca/page/ontarios-digital-and-data-directive-2021) and as part of its commitment to open data, to publish and allow the public to use:

1. procurement contract data, including the name of the Vendor and total contract value; and,
2. data created or collected as an output of a contract,

except where Ontario chooses not to publish the data in accordance with the Open Data Directive, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons.

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

y Invest Ontario

Signature:

Name:

Title:

Date of Signature:

Pursuant to delegated authority

**[Insert legal name of Vendor]**

Signature:

Name:

Title:

Date of Signature:

I have authority to bind the Vendor.

**Schedule 1: MANDATORY BUSINESS AND TECHNICAL REQUIREMENTS, DESCRIPTION OF DELIVERABLES, RATES AND SUPPLEMENTARY PROVISIONS**

[To be completed after selection of the Preferred Bidder with the information set out in Attachment #3 – The Deliverables.]

**A. Mandatory Business and Technical Requirements**

**A.1 Objectives**

**A.2 Background and History**

**A.3 Deliverables**

**A.3.1 Quality Standards**

**A.3.2 Performance Measures**

**A.3.3 Service Levels**

**A.3.4 Operating Expectations**

**A.3.5 Required Schedule with Milestones**

**A.3.6 Reporting Requirements**

**A.3.7 Occupational Health and Safety Requirements**

**B. Rates and Reimbursements**

**B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Agency to the Vendor under the Contract shall not exceed a maximum amount of up to [insert maximum contract amount and applicable taxes] $xxx.xx, plus $xxx.xx in applicable taxes (HST).

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

**B.2 Rates**

The Rates for the Deliverables are set out below and shall remain fixed during the Term of the Contract (including the [insert extension option term or terms] extension option):

**B.3 Personnel**

The following individuals are responsible for the provision of the Deliverables.