

Ontario Place Corporation

Invitation to Quote

For

Food Cart Concession

ITQ – 2019 - 002

April 2019

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INVITATION TO QUOTE

1. INTRODUCTION

1.1 Invitation to Quote

This Invitation is subject to the Terms of Reference set out in Part 7 of this Invitation. This Invitation is not intended to create a formal legally-binding procurement process and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. Without limiting the generality of the foregoing, this Invitation does not constitute a commitment by OPC to procure any goods or services.

1.2 The Services

Information about OPC and a description of the required services for which submissions are being sought by way of this Invitation are set out in Appendix A (OPC's Information and Requirements).

1.3 Contract Award

OPC may, in its sole discretion, select a supplier to provide the Services described in this Invitation. If OPC chooses to accept a supplier's offer, a precondition of such acceptance will be the execution of a written agreement between OPC and the supplier. The supplier may withdraw its offer at any time prior to the execution of an agreement. The OPC expressly disclaims any obligation to any supplier or the creation of a legal relationship prior to the execution of a written agreement.

1.4 Interpretation

All references to days in this Invitation are to Business Days, unless expressly set out otherwise. All references to 'days' in any Quote will be deemed to be to Business Days.

"Business Day" means any working day (7 days/week), excluding statutory and other Ontario provincial government 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 day which the government of the Province of Ontario has elected to be closed for business.

"Quote" means the non-binding offer for the provision of Services to OPC submitted by the supplier in response to this Invitation and includes, for greater certainty, the information provided by the supplier using the form provided in Appendix B (Submission Form).

"Services" means the non-consulting services for which submissions are being sought by way of this Invitation, as more fully described in Appendix A (OPC's Information and Requirements).

2. GENERAL INFORMATION AND INSTRUCTIONS

2.1 Timetable

The following is the schedule for this Invitation:

Issue Date of Invitation	April 1, 2019
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Requested Submission Date	April 30, 2019 2:00:00 pm EST by email to Paul.vandenburg@ontarioplace.com
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Term: Wednesday May 15, 2019 to Thursday October 31, 2019

This timetable is tentative only and may be changed by OPC in its sole discretion.

2.2 Parties Shall Bear Their Own Costs

OPC shall not be liable for any expenses incurred, including the expenses associated with the cost of preparing responses to this Invitation. The parties shall bear their own costs associated with or incurred through this Invitation process, including any costs arising out of or incurred in: (a) the preparation and issuance of this Invitation; (b) the preparation and submission of a Quote; or (c) any other activities related to this Invitation process.

2.3 Inquiries

All inquiries regarding this Invitation should be directed by e-mail, to the OPC Representative identified in Appendix A (OPC's Information and Requirements). **All inquiries must be received by April 23, 2019 at 4:00pm EST.**

3. SUBMISSIONS**3.1 Submissions Made Only in Prescribed Manner**

To be eligible for consideration, you must be a supplier that has been invited to submit a Quote, and you must complete and submit the Submission Form using the form provided in Appendix B (Submission Form), and thereby acknowledge your acceptance of the terms and conditions of this Invitation.

Other than inserting the information requested and signing the Submission Form, you should not make any changes to the format of the Submission Form or qualify in your Quote the acknowledgements contained in the Submission Form. Submissions containing any qualifications, whether on the face of the Submission Form or elsewhere in a submission (including the cover page or e-mail), may not be considered by OPC in its sole discretion.

You should provide your Submission Form by e-mail to the OPC Representative. Any unaltered Submission Forms submitted by e-mail to the OPC Representative will be deemed to be received once the e-mail has entered into the e-mail inbox of the OPC Representative.

Quotes are to be directed only to the OPC Representative. OPC Representative will confirm receipt of the Submission Forms. If you do not receive confirmation of receipt of your Submission Form, it is your responsibility to ensure that OPC Representative has properly received your Submission Form. OPC shall not be responsible for any e-mail delivery issues or any other technical problems with regard to the submissions.

3.2 Acceptance, Revocation and Rejection of Quotes

OPC may accept or reject all, or any part of a Quote. Adjustments to Quotes will not be considered. If a supplier wishes to alter their Quote after it has been submitted, the supplier must withdraw the Quote and submit a new Quote prior to the requested submission date using the form provided in Appendix B.

3.3 Evaluation of Submissions

Quotes will be evaluated on the basis of the supplier's response to all information requested in this Invitation, including but not limited to the supplier's experience and qualifications, the quoted pricing, the timeframe proposed

for delivery of the Services, and any other requirements specified by the OPC in Part 2 of Appendix A.

4. EXECUTION OF AGREEMENT

4.1 Selection of Supplier

Upon selecting a supplier, the OPC Representative will notify the selected supplier by contacting the Supplier's Representative as specified in the supplier's Submission Form (Appendix B).

OPC will require the execution of a written agreement between OPC and the supplier in the form attached as Appendix D (Agreement). The OPC expressly disclaims any obligation to any supplier or the creation of a legal relationship prior to the execution of a written agreement.

4.2 Failure to Execute the Agreement

The selected supplier is expected to execute the agreement in the form attached as Appendix D to this Invitation and satisfy any other applicable conditions of this Invitation within ten (10) days of notice of selection. The failure to do so may result in the selection of another supplier.

5. CONFLICT OF INTEREST

If, at the sole discretion of OPC, a supplier is found to be in a Conflict of Interest, OPC may, in addition to any other remedies available at law or in equity, choose not to consider the Quote submitted by the supplier.

In this Invitation "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the this procurement process, the supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) having, or having access to, information in the preparation of its submission that is confidential to OPC and not available to other suppliers; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity or competitiveness of procurement process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a contract with Her Majesty the Queen in right of Ontario, the supplier's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

6. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Information provided by a supplier may be released in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31. Any information in a Quote or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OPC should be identified. The confidentiality of such information will be maintained by OPC, except as otherwise required by law or by order of a court or tribunal. Invited suppliers are advised that their Quotes will, as necessary, be disclosed on a confidential basis to the Minister's advisers retained for the purpose of evaluating or participating in the evaluation of this submission.

A supplier that submits a Quote consents to OPC's collection of the information as described under this Invitation for the uses contemplated under this Invitation.

7. TERMS OF REFERENCE

The following terms and conditions apply to this Invitation:

- (a) neither party shall have the right to make claims against the other with respect to this process, the selection of any supplier, the failure to be selected to execute an agreement and provide the Services, or the failure to honour submissions prior to the execution of an agreement;
- (b) no legal relationship or obligation regarding the procurement of any goods or services shall be created between any supplier and OPC prior to the execution of an agreement;
- (c) the terms and conditions of the agreement are non-negotiable;
- (d) the scope and quantity of services described in Appendix A represent the estimated requirements of OPC at the time this Invitation is issued, and OPC may, in its sole discretion, vary the scope and quantity of services before issuing an agreement to the successful supplier;
- (e) OPC may make public the names of any or all suppliers;
- (f) OPC may elect not to consider a supplier whose submission contains misrepresentations or any inaccurate, misleading or incomplete information;
- (g) OPC may cancel this process at any time;
- (h) OPC may elect not to procure the services that are the subject of this Invitation.
- (i) OPC may seek subsequent information or initiate discussions with any supplier, including suppliers who did not respond to this Invitation;
- (j) subject to obtaining all internal approvals that may be required, OPC may initiate direct negotiations for the procurement of any good or service with any supplier or suppliers regardless of whether the supplier or suppliers responded to this Invitation;
- (k) OPC may elect to proceed by way of open tender call where all potential suppliers, including those who did not respond to this Invitation, are eligible to compete for the award of a contract for the supply of any good or service; and
- (l) the supplier agrees to all of the terms set out in this Invitation.

[Appendix A follows this page.]

APPENDIX A - OPC'S INFORMATION AND REQUIREMENTS

1. OPC CONTACT INFORMATION

Ministry	Ministry of Tourism Culture and Sport
Ministry Agency	Ontario Place Corporation
OPC Representative	Paul Vandenburg
Title	Procurement Advisor
Phone Number	416-314-9900 x 1020
Fax Number	416-314-9993
E-mail Address	Paul.vandenburg@ontarioplace.com

2. OPC'S REQUIREMENTS

2.1 Description of Services to be acquired

OPC is seeking one mobile food Vendor who will operate food truck(s), trike(s), and/or food cart(s) at a designated site outside of OPC's Centre Entrance from **May 15 to October 31, 2019**. The Vendor will operate its food concession(s) that it owns and operates to sell food and beverages to the public. The supplier must be able to quickly serve high volume of food and beverages, delivered with the highest customer service standards. The Vendor must have a City of Toronto license to dispense food and have a cart or truck.

The Vendor will be allowed to occupy **up to** two (2) spaces, with a maximum foot print of 15'x15', on the exterior of OPC's grounds located outside of the main Centre Entrance gates to the park grounds at 955 Lakeshore Boulevard West, see Appendix C (Location Map) for the location of the vending area . The successful supplier will be provided up to two (2) parking passes valid in an OPC parking lot for the 2018 season. Parking spaces are not guaranteed and subject to availability.

The Vendor may operate at the site between the hours of 5:00am and midnight. In addition to regular pedestrian traffic along Lakeshore and from Ontario Place, the Vendor has access to pedestrian traffic attending special events held on Ontario Place grounds including: Echo Beach, Budweiser Stage, plus various events on or near OPC grounds including, the Honda Indy, Toronto Caribbean Carnival, and the Canadian National Exhibition.

The Vendor will compensate OPC with a monthly license fee for the Vendor's operations at the site.

The Vendor will disclose all its proposed product offerings for the season. Any changes to the product offerings must be requested in writing to OPC. OPC reserves the right to approve or reject any proposed changes to the number of carts and/or the variety of food and beverage products available for sale.

OPC reserves the right, at its discretion, to offer locations at Ontario Place to other food vendors, other than the Centre Entrance, to set up food concession stands for special events.

2.2 Target Date and Location for Receipt of Services

OPC requires the Services to **commence on or before May 15th, 2019** and to be provided or performed in accordance with the timelines set out above and the terms and conditions of the agreement that will be executed between OPC and the selected supplier.

OPC requires the Services to be carried out at the following address: **955 Lakeshore Boulevard West, Toronto, Ontario M6K 3B9**

2.3 Evaluation of Submissions

OPC will evaluate Quotes in two stages. Stage I will consist of a score by OPC of each Quote on the basis of the non-license fee criteria described in section 3 (Description of Experience and Qualifications) of Appendix B, and Stage II will consist of a scoring by OPC of the license fee quoted by each supplier as described in section 4 (Total Quoted License Fee Per Month) of Appendix B. The scores from Stage I and Stage II out of a total of 100 will be added at the conclusion of the evaluation.

2.3.1 Stage I Evaluation of Non-License Fee Criteria (40 points)

The following is a list of the criteria that will be evaluated by OPC and the number of available points corresponding to each criterion.

Criteria and Description	Available Points
Experience and Qualifications	20 Points
Proposed Food Type - Variety	20 Points
Total Points	40 Points

2.3.2 Stage II Evaluation of License Fee (60 points)

The License Fee quote will be scored based on a relative pricing formula using the license fee submitted by the supplier on the Submission Form. Each supplier will receive a percentage of the total possible points allocated to the license fee by dividing the highest license fee bid into a supplier’s license fee.

For example, if the highest license fee submitted for the Services is \$120.00, that supplier receives 100% of the points available (120/120 = 100%). A supplier that submits a price of \$60.00 receives 50% of the points available for the Services (60/120 = 50%).

2nd highest fee
 ----- x Total available points = score for quote with 2nd highest fee
 highest fee

3rd highest fee
 ----- x Total available points = score for quote with 3rd lowest rate
 highest fee

The above relative pricing calculation will be carried out for each quote.

Total Points 60 Points

2.3.3 Cumulative Score

The scores from Stage I and Stage II will be added at the conclusion of the evaluation.

APPENDIX B - SUBMISSION FORM

INSTRUCTIONS TO SUPPLIERS: Please complete this Submission Form and return it to OPC Representative by the date specified in section 2.1 of the Invitation.

Quote Number: **ITQ-2019-02**

To: **Ontario Place Corporation**

1. Supplier Information

- a. The full legal name of the Supplier is:

- b. Any other relevant name under which the Supplier carries on business:

- c. The Supplier's address, telephone and facsimile numbers are:
Address:
Telephone:
Fax:

- d. The name and title of the Supplier's Representative:
Name:
Title:

- e. The mailing address, phone number and e-mail address of the Supplier's Representative:
Address:
Telephone:
E-mail Address:

2. Submission Requirements and Accuracy of Information

The Supplier accepts the terms as set out in this Invitation. While the Quote in this Submission Form is provided for evaluation purposes only and is not legally binding, the supplier hereby confirms that the information provided is accurate.

3. Description of Experience and Qualifications (20 points)

Each supplier is requested to provide the following information:

- (a) a brief description of the supplier;
- (b) a description of the services that the supplier has previously and/or is currently delivering, with an emphasis on experience relevant to the Services described in the Invitation;
- (c) the name and title of each of the individuals that the supplier is proposing to perform the Services and their relevant respective expertise;
- (d) a description of how the supplier will provide the Services described in Part 2 of Appendix A;
- (e) References from clients or licensing bodies who have obtained similar services from the supplier in the last **3 years** as those requested in this Invitation (at least 1 reference must be submitted)

Reference #1

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

Reference #2

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

4. Total Quoted License Fee for May 15 to Oct 31, 2019 (5.5 months)

The Total Quoted License Fee Per Month for 5.5 months for the Services described in Appendix A Part 2, inclusive of any changes agreed to by the parties, shall be provided in Canadian funds, exclusive of all applicable duties and taxes.

Supplier's Legal Name:		
Named Individual	Name of Role	Total License Fee Quote
		\$
		\$

5. Timeframe for Delivery

Upon receipt from OPC of the fully-executed agreement, the Services can commence within **10** Business Days of the execution of such agreement between the OPC and the successful supplier and will be completed within the timeframes specified in sections 2.1 and 2.2 of Appendix A (OPC's Information and Requirements) of the Invitation.

6. Payment Schedule

The Supplier will be required to pay the monthly License Fee to OPC in advance on the fifteenth (15th) day of each licensed calendar month.

The License Fee(s) shall be made payable to the Ontario Place Corporation and sent to:
 Ontario Place Corporation
 Attention: Vania Guimaraes
 Administration Building,

955 Lake Shore Boulevard West, Toronto ON M6K 3B9

[INSTRUCTIONS: SET OUT THE FULL LEGAL NAME OF THE SUPPLIER]

Per: _____

Signature: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Supplier.

APPENDIX D – AGREEMENT

Agreement

This Agreement (the “Agreement”), made in duplicate, for **Food Cart Vendor Concession Services** is effective as of May 15, 2019 (“Effective Date”),

Between:

Ontario Place Corporation
(referred to as the “OPC”)

And:

[insert Legal Name of Supplier**]**
(referred to as the “Supplier”)

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

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

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

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

“**Business Day**” means any working day (7 days/week), 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 OPC has elected to be closed for business;

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

- (a) in relation to the ITQ process, the supplier 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 Submission that is confidential to the Crown and not available to other suppliers; (ii) communicating with any person with a view to influencing preferred treatment in the ITQ process including the giving of a benefit of any kind, by or on behalf of the supplier to anyone employed by, or otherwise connected with, OPC; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive ITQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Crown contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper

influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

“Expiry Date” means **[October 31, 2019]** or, if the original term is extended, the final date of the extended term;

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

“Indemnified Parties” means each of the following and their directors, officers, advisors, agents, appointees and employees: Her Majesty the Queen in right of Ontario and OPC.

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

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

“License Fee” means the fees, in Canadian funds, as set out in Schedule 1, representing the amount payable by the Supplier for the opportunity to provide the Deliverables on OPC Premises as further described in Schedule 1;

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

“OPC Address” means:
Ontario Place Corporation

955 Lakeshore Boulevard West, Toronto, Ontario, M6K 3B9

“OPC Representative” means

OPC Representative:

xxxxx

Telephone: 416-314-xxxx

Facsimile: 416-314-9993

e-mail: xxxx@ontarioplace.com

“Ontario” means Her Majesty the Queen in right of Ontario;

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

“OPS Confidential Information” means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier 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 Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation 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 Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

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

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

“Premises” means the OPC grounds as further described in Schedule 1 licensed to the Supplier during the Term of the Agreement for the purpose of providing the Deliverables;

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

“Submission” means all the documentation submitted by the Supplier in response to the ITQ;

“Record”, for the purposes of the Contract means any recorded information in the custody or control of OPC, including any Personal Information, in any form: (a) provided by OPC to the Supplier, or provided by the Supplier to OPC, for the purposes of the Contract; or (b) created by the Supplier 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, licenses, authorizations, 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;

“ITQ” means the **Invitation to Quote** dated **April 15 2019** for Food Cart Concession Vendor, reference number ITQ-2019-002 by OPC for the Deliverables and any addenda to it;

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

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

[insert address**]**

Supplier Representative: **[**fill in**]**

Telephone: **[**fill in**]**

Facsimile: **[**fill in**]**

E-mail: **[**fill in**]**

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

“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;

1.02 No Indemnities from OPC

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

1.03 Entire Agreement

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

1.04 Severability

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

1.05 Interpretive Value of Contract Documents

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

1.06 Interpretive Value of Headings

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

1.07 Force Majeure

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

1.08 Notices by Prescribed Means

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

1.09 Governing Law

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

1.10 Currency

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

Article 2 – Nature of Relationship Between OPC and Supplier**2.01 Supplier’s Power to Contract**

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

2.02 Representatives May Bind the Parties

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

2.03 Supplier Not a Partner, Agent or Employee

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

2.04 Responsibility of Supplier

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

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of OPC. Such consent shall be in the sole discretion of OPC and subject to the terms and conditions that may be imposed by OPC. Without limiting the generality of the conditions which OPC may require prior to consenting to the Supplier’s use of a Subcontractor, every contract entered into by the Supplier with a Subcontractor shall adopt all of the terms and conditions of 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 Supplier's Personnel and OPC.

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to OPC 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 OPC to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, OPC may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by OPC to

resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

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

Article 3 – Grant of License and Performance by Supplier

3.01 Commencement of Performance

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

3.02 Performance Warranty

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

3.03 Use and Access Restrictions

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

3.04 Notification by Supplier to OPC

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

3.05 Condonation Not a Waiver

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

3.06 Changes By Written Amendment Only

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

3.07 Supplier to Comply With Reasonable Change Requests

OPC may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable OPC change requests and the performance of

such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify OPC and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Non-Exclusive Contract, Work Volumes

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

3.09 Performance by Specified Individuals Only

The Supplier 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 Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of OPC, which may not arbitrarily or unreasonably be withheld. Should the Supplier 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.

3.10 Security Clearance

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

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

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

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

The Supplier 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 OPC are found, in the sole discretion of OPC, to be incompatible with the proper and impartial provision of the Deliverables in accordance with the terms and conditions of the Agreement.

3.11 Accessibility Requirements

The Supplier's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Ontario Human Rights Code (HRC) R.S.O. 1990*,

CHAPTER H.19, the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32*, and the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c. 11*, any regulations made thereto and any direction from OPC.

3.12 OPC Rights and Remedies and Supplier Obligations Not Limited to Contract

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

3.13 Grant of License

OPC hereby grants to the Supplier a non-exclusive license to occupy and use the Premises to provide the Deliverables in accordance with the terms and conditions of this Agreement.

Article 4 – License Fees and Audit

4.01 License Fees

The Supplier shall pay OPC License Fees in accordance with Schedule 1 of the Agreement.

4.02 Taxes and Duties

In addition to the payment of License Fees, the Supplier shall pay to the appropriate authorities when due, all federal, provincial, municipal and other government authorities taxes and fees, including without limiting the generality of the foregoing, business taxes, business license fees and other taxes, duties or charges that may be applicable to providing the Deliverables.

4.03 Interest

If the Supplier shall fail to pay when the same is due and payable any fee required under the Contract, such unpaid amounts shall be a debt due and owing to OPC and shall bear interest from the due date thereof to the date of payment at the rate then fixed by the Minister of Finance for Ontario from time to time under the *Financial Administration Act, R.S.O. 1990, c. F-12*.

4.04 Document Retention and Audit

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

4.05 Licenses and Permits

The Supplier shall arrange for and acquire, at its own expense, all licenses and permits required to provide the Deliverables contemplated by the Contract at the licensed Premises.

Article 5 – Confidentiality and Freedom of Information and Protection of Privacy Act**5.01 Confidentiality and Promotion Restrictions**

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

5.02 OPS Confidential Information

During and following the Term, the Supplier shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those of the Supplier'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 OPC 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 OPC on demand; and (e) return all OPS Confidential Information to OPC before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

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

5.04 Injunctive and Other Relief

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

5.05 Notice and Protective Order

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

5.06 FIPPA Records and Compliance

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

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

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

5.07 Survival

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

Article 6 – Intellectual Property**6.01 OPC Intellectual Property**

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

6.02 No Use of Ontario Government Insignia

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

6.03 OPC May Prescribe Further Compliance

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

6.04 Survival

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

Article 7 – Indemnity and Insurance**7.01 Supplier Indemnity**

The Supplier 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 Supplier or the Supplier's Personnel in the course of the performance of the Supplier's obligations under the Contract or otherwise in connection the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Supplier's Insurance

The Supplier 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 Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$2,000,000** per occurrence, **\$2,000,000** products and completed operations aggregate. The policy is to include the following:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
- contractual liability coverage;
- cross-liability clause;
- employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- 30 day written notice of cancellation, termination or material change;
- tenants legal liability coverage (if applicable and with applicable sub-limits); and,
- non-owned automobile coverage with blanket contractual coverage for hired automobiles;

7.03 Proof of Insurance

The Supplier shall provide OPC with certificates of insurance, or other proof as may be requested by OPC 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 OPC, a copy of each insurance policy shall be made available

to it. The Supplier shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

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

If the Supplier 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 OPC prior to the execution of the Agreement by OPC. In addition, the Supplier shall, from time to time at the request of OPC, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which OPC shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by OPC in connection therewith.

7.05 Supplier Participation in Proceedings

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

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

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

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between OPC and Supplier) of the Agreement;
- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to OPC;

- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of OPC; or
- (g) the Supplier's acts or omissions constitute a substantial failure of performance;

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

8.02 Dispute Resolution by Rectification Notice

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

8.03 Termination on Notice

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

8.04 Termination for Non-Appropriation

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

8.05 Supplier's Obligations on Termination

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

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

This section shall survive any termination of the Contract.

8.06 Supplier's Payment Upon Termination

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

8.07 Termination in Addition to Other Rights

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

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date.

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

Ontario Place Corporation

Signature: _____

Name: _____

Title: _____

Date of Signature: _____
Pursuant to delegated authority

Signature: _____

Name: _____

Title: _____

Date of Signature: _____
Pursuant to delegated authority

[insert legal name of Supplier**]**

Signature: _____

Name: _____

Title: _____

Date of Signature: _____
I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, License Fees and Supplementary Provisions

*[**To be completed after selection of the successful supplier**]*

A. Description of Deliverables