

Master Vendor of Record Agreement

Between

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Government and Consumer
Services**

and

XXXXXXXXXX

for Temporary Help Services

Effective Date: December 1, 2017

Agreement No.: Tender 6484

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Master Vendor of Record Agreement

This Master Vendor of Record Agreement (the “**Master Agreement**”), made in triplicate, for Temporary Help Services is effective as of **December 1, 2017** (“**Effective Date**”),

Between:

Her Majesty the Queen in right of Ontario
as represented by the **Minister of Government and Consumer Services**

(referred to as “**MGCS**”)

And:

XXXXXXXXXX

(referred to as the “**Vendor**”)

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

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

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

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

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

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

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

“**Client**” means any entity falling within the Ontario Public Service, or Provincially Funded Organization that has opted to utilize this vendor of record arrangement, or as otherwise defined on an exceptional basis at the discretion of the Ministry;

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

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

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

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

“Employer” means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, contractor or subcontractor to performance work or supply services.

“Expiry Date” means November 30, 2020 or, if the original term is extended, the final date of the extended term;

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

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

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

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

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

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

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

Ministry of Government and Consumer Services
222 Jarvis Street, 8th Floor
Toronto, ON
M7A 0B6

Ministry Representative: Trevor Fernandez
Telephone: 416-326-7143
E-mail: trevor.fernandez@ontario.ca

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

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

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

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

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

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

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

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

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

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

“Provincially Funded Organizations” and **“PFO”** means:

- (a) any public sector entity of the Province of Ontario; or
- (b) any other entity designated by MGCS as a Provincially Funded Organization, which designation may be amended from time to time at the sole discretion of MGCS,

but excludes (i) Ontario, as represented by a ministry of Ontario over which a minister of the Crown, as appointed by the Lieutenant Governor under the *Executive Council*

Act, R.S.O. 1990, c. E.25, presides, or any combination of such ministries; and (ii) OPS Entities;

“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, excluding Ontario Harmonized Sales Tax (HST); (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 MGCS or a Client, including any Personal Information, in any form: (a) provided by MGCS or a Client to the Vendor, or provided by the Vendor to MGCS or a Client, for the purposes of the Contract; or (b) created by the Vendor in the performance of the Contract; and shall exclude any information specifically described in Schedule 1;

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

“RFB” means the Request for Bids, which includes the Qualification, Technical, and Commercial Envelopes as set out on the Ontario Tenders Portal eTendering System, as well as any addenda and attachments to it; dated August 4, 2017 for Temporary Help Services, reference number tender_6484 issued by the Ministry for the Deliverables;

“Statement of Work” and **“SOW”** means a sub-Agreement entered into between the Supplier and the Client pursuant to a second stage invitational process setting out specific Deliverables required by the Client, along with any additional terms and conditions contained therein;

“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:

Vendor Representative:

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

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

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

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

1.02 No Indemnities from MGCS or Clients

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to MGCS or a Client 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 Master 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 Master Agreement shall govern over the Schedules to the Agreement; (b) the Master Agreement (including its Schedules) shall govern over any Statement of Work; (c) the Master Agreement (including its Schedules) and a Statement of Work shall govern over the RFB and the Bid; and (d) the RFB shall govern over the Bid.

1.06 Interpretive Value of Headings

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

1.07 Force Majeure

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

1.08 Notices by Prescribed Means

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

1.09 Governing Law

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

1.10 Currency

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

Article 2 – Nature of Relationship Between MGCS/ Clients and Vendor

2.01 Vendor's Power to Contract

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

2.02 Representatives May Bind the Parties

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

2.03 Vendor Not a Partner, Agent or Employee

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

2.04 Responsibility of Vendor

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

2.05 No Subcontracting or Assignment

The Vendor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of MGCS or the Clients. Such consent shall be in the sole discretion of MGCS or the Clients and subject to the terms and conditions that may be imposed by MGCS or the Clients. Without limiting the generality of the conditions which MGCS or the Clients 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 MGCS or the Clients.

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to MGCS or the Clients 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 MGCS or the Clients to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, MGCS may immediately terminate the Contract, and a Client may immediately terminate a Statement of Work, 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 MGCS or the Clients to resolve a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

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

Article 3 – Performance by Vendor

3.01 Commencement of Performance

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

3.02 Supplier Performance and Statement of Work

This Master Agreement sets out terms and conditions in connection with the acquisition of Deliverables and contemplates the execution by the Supplier and the Clients, during the Term, of one or more Statements of Work for the purpose of providing specific Deliverables. Furthermore, with respect to Statements of Work:

- (a) Only Clients as defined under the Master Agreement may obtain Deliverables on the terms and conditions provided for in the Contract, and only by entering into a Statement of Work executed by duly authorized representatives of the Clients and the Supplier for which OPS Clients shall use the OPS Form of Statement of Work;
- (b) Deliverables shall be provided only pursuant to a Statement of Work and in accordance with the Contract;
- (c) The Supplier shall not, under the Contract, sell or offer to sell any Deliverables to any person or organization that is not a Client as defined in the Master Agreement, except in the case of Provincially Funded Organizations as provided in Article 11 below;
- (d) The terms and conditions of the Master Agreement shall apply to each Statement of Work and the same terms and conditions that apply between the Supplier and MGCS under the Master Agreement shall also apply between the Supplier and each Client under each Statement of Work and, without limiting this paragraph, the duties owing to MGCS

under the Master Agreement shall also be owing to the Clients under the particular Statement of Work and the rights exercisable by MGCS under the Master Agreement shall also be exercisable by the Clients under the particular Statement of Work;

- (e) Each Statement of Work shall refer to this Master Agreement by setting out the Agreement number set out on the first page of this Master Agreement, and shall, at minimum, also include
 - (i) the name or description of each Deliverable, along with the related names of the individual(s) performing the services, the Rates payable and delivery dates;
 - (ii) the type, term and commencement date of each assignment;
 - (iii) the name and contact information for the Clients and Supplier for the purposes of the particular Statement of Work; and,
 - (iv) any other terms and conditions agreed upon by the parties in accordance with the Contract;
- (f) The terms and conditions set out in a Statement of Work shall have no effect on any other Statement of Work and shall only apply to the provision of Deliverables under that particular Statement of Work.

3.03 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 MGCS or the Clients, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense, as specified by MGCS or the Clients in a rectification notice issued pursuant to Section 8.02.

3.04 Use and Access Restrictions

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

3.05 Notification by Vendor to Ministry

During the Term, the Vendor shall advise MGCS or a Client promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract or Statement of Work; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract or Statement of Work; 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 or Statement of Work and Requirements of Law.

3.06 Condonation Not a Waiver

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

3.07 Changes By Written Amendment Only

Any changes to the Contract or a Statement of Work 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.

3.08 Vendor to Comply With Reasonable Change Requests

MGCS 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 MGCS 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 MGCS 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. This paragraph shall also apply to any change requests made by the Clients as they relate to a particular Statement of Work.

3.09 Pricing for Requested Changes

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

(a) include pricing for the particular type of goods or services contemplated in the change request, the Vendor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between MGCS 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. This paragraph shall also apply to any change requests made by a Client as they relate to a particular Statement of Work.

3.10 Non-Exclusive Contract, Work Volumes

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

3.11 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 use best efforts to maintain continuity of service by retaining the same personnel for the duration of an assignment on any Statement of Work. The Vendor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of MGCS, which may not arbitrarily or unreasonably be withheld. Should the Vendor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Vendor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.12 Accessibility Requirements

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

3.13 MGCS/ Client Rights and Remedies and Vendor Obligations Not Limited to Contract

The express rights and remedies of MGCS and the Clients 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 MGCS and the Clients or any other obligations of the Vendor at law or in equity.

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

Clients 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. MGCS shall not be responsible for any payment under the Contract except for those Rates payable to the Vendor in accordance with a Statement of Work that MGCS may enter into as a Client under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in a particular Statement of Work, the following process shall govern:

- (a) the Vendor shall provide the 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 Statement of Work by the Client; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Client, identified as separate items;
- (b) the Client shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the 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 Client to substantiate the billing statement;
- (c) each billing statement is subject to the approval of the Client before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
- (d) the Client may make payments under the Statement of Work by way of 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 a particular Statement of Work with an alternative provision, shall remain in full force and effect.

4.03 Hold Back or Set Off

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

4.04 No Expenses or Additional Charges

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

4.05 Payment and Collection of Taxes and Duties

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

4.06 Withholding Tax

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

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Vendor, the interest charged by the Vendor, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F.12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

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

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

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of MGCS or the Clients. MGCS or a Client 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 MGCS or a Client without the prior written consent of MGCS or the Client. 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 MGCS, and in the case of a Statement of Work, the Client.

5.02 OPS Confidential Information

During and following the Term, the Vendor shall:

(a) keep all OPS Confidential Information confidential and secure;

(b) limit the disclosure of OPS Confidential Information to only those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure;

(c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining:

(i) the written consent of MGCS or the Client 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 MGCS or the Client on demand; and

(e) return all OPS Confidential Information to MGCS or the Client before the end of the Term, with no copy or portion kept by the Vendor.

5.03 Restrictions on Copying

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

5.04 Injunctive and Other Relief

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

5.05 Notice and Protective Order

If the Vendor or any of the Vendor's Personnel become legally compelled to disclose any OPS Confidential Information, the Vendor will provide MGCS or the Client with prompt notice to that effect in order to allow MGCS or the Client to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with MGCS or the Client and their 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 MGCS or the Client) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Master Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

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

- (a) to keep Records secure;
- (b) to provide Records to MGCS or a Client within seven (7) calendar days of being directed to do so by MGCS or a Client for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless MGCS or a Client 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 MGCS or a Client;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that, in the reasonable opinion of MGCS, would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to MGCS or a Client may be disclosed by MGCS or a Client 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, and in the case of a Statement of Work, the Statement of Work.

Article 6 – Intellectual Property

6.01 Ontario Intellectual Property

The Vendor agrees that all Ministry 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 MGCS or a Client to the Vendor, shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

6.02 Newly Created Intellectual Property

Ontario shall be the sole owner of any Newly Created Intellectual Property. The Vendor irrevocably assigns to and in favour of Ontario and MGCS 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 Ontario all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

6.03 Vendor Intellectual Property

Subject to Section 6.04, MGCS 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 MGCS or a Client that is not: (a) Ministry Intellectual Property; (b) Newly Created Intellectual Property; or, (c) Third Party Intellectual Property shall remain the sole property of the Vendor at all times.

6.04 Presumption Governing Intellectual Property Ownership

If the Vendor's Intellectual Property or Third Party Intellectual Property forms any part of the Deliverables, the Vendor shall notify MGCS or a Client 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 Ontario is the sole owner of any Intellectual Property in any form contained in any of the Deliverables.

6.05 Vendor's Grant of Licence

To the extent that the Deliverables contain, in whole in part, Vendor Intellectual Property or Third Party Intellectual Property, the Vendor grants to MGCS, 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 MGCS or a Client, the total consideration for which shall be payment of the Rates to the Vendor by the Client.

6.06 No Restrictive Material in Deliverables

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

6.07 Vendor Representation and Warranty Regarding Third-Party Intellectual Property

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

6.08 Assurances Regarding Moral Rights

At the request of MGCS or a Client, 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 MGCS or a Client, such waiver to be in a form acceptable to MGCS or a Client, and which waiver may be invoked without restriction by any person authorized by MGCS or a Client to use the Deliverables. The Vendor shall

deliver such written waiver(s) to MGCS or a Client within ten (10) Business Days of the receipt of the request.

6.09 Copyright Notice

The Vendor shall place a copyright notice on all recorded Deliverables it provides to MGCS or a Client under the Contract in the following form: “© Queen’s Printer for Ontario, [**insert year of publication**]”

6.10 Further Assurances Regarding Copyright

At the request of MGCS or a Client, 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 MGCS or a Client in a form acceptable to MGCS or a Client. The Vendor shall deliver such written assignment(s) to MGCS or the Client within ten (10) Business Days of the receipt of the request. The Vendor shall assist MGCS or the Client in preparing any Canadian copyright registration that MGCS or the Client considers appropriate. The Vendor will obtain or execute any other document reasonably required by MGCS to protect the Intellectual Property of Ontario.

6.11 No Use of Ontario Government Insignia

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

6.12 MGCS May Prescribe Further Compliance

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

6.13 Survival

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

Article 7 – Indemnity and Insurance

7.01 Vendor Indemnity

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

7.02 Vendor's Insurance

The Vendor hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, 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 \$2,000,000.00 per occurrence, \$2,000,000 products and completed operations aggregate. The policy is to include the following:

- i. 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;
- ii. contractual liability coverage;
- iii. cross-liability clause;
- iv. employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- v. 30 day written notice of cancellation, termination or material change;
- vi. tenants legal liability coverage (if applicable and with applicable sub-limits); and,
- vii. non-owned automobile coverage with blanket contractual coverage for hired automobiles.

7.03 Proof of Insurance

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

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

If the Vendor is subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Vendor shall, from time to time at the request of the Ministry, 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 Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the 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 Ministry in connection therewith.

7.05 Vendor Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by MGCS or a Client, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. MGCS or a Client 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 MGCS or a Client 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 MGCS or a Client. If the Vendor is requested by MGCS or a Client to participate in or conduct the defence of any such Proceeding, MGCS and the Client agrees to co-operate with and assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If MGCS or a Client conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist MGCS or the Client to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

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

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

(h) the Vendor has been convicted of an offence under the *Employment Standards Act, 2000*, S.O. 2000, or regulations thereunder, in relation to this Master Agreement, or any other unrelated matter, as publicly reported by the Ministry of Labour;

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

8.02 Dispute Resolution by Rectification Notice

Subject to the above section, where the Vendor fails to comply with any of its obligations under the Contract, MGCS or the Clients 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 MGCS or the Clients. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, MGCS may immediately terminate the Contract, and the Clients may immediately terminate a Statement of Work. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow MGCS to immediately terminate the Contract or shall allow the Clients to immediately terminate a Statement of Work.

8.03 Termination on Notice

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

8.04 Termination for Non-Appropriation

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

8.05 Termination of Statement of Work on Notice

Any Client may terminate any Statement of Work entered into under this Master Agreement, upon written notice to the Supplier provided that the notice of termination meets any requirements of the *Employment Standards Act*, as it applies to temporary help agencies.

8.06 Vendor's Obligations on Termination

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

(a) provide the Clients with any completed or partially completed Deliverables;

- (b) provide MGCS 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 MGCS pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by MGCS to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by MGCS, 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.

8.07 Vendor's Payment Upon Termination

On termination of the Contract, the Clients 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 Clients may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination.

8.08 Scope of Termination Rights

The termination rights under this Article may be exercised (a) by the Client for the purposes of terminating one or more Statements of Work between the Vendor and the Client; (b) by MGCS for the purposes of terminating one or more Statements of Work between the Supplier and a specific Client or Clients; or (c) by MGCS for the purposes of terminating the Master Agreement and Contract, which shall have the effect of terminating all Statements of Work between the Supplier and all Clients. The express rights of termination in the Master Agreement are in addition to and shall in no way limit any rights or remedies of MGCS or the Clients under the Master Agreement, of any Statement of Work, at law or in equity.

8.09 Expiry and Extension of Contract

The Master Agreement shall expire at the end of the Term. The term of any Statement of Work executed prior to the end of the Term of the Master Agreement may continue beyond the Term of the Master Agreement, for the term specified in the particular Statement of Work (which, including any extension rights, shall not exceed one year from the expiry of the Term of the Master Agreement). The Contract terms shall accordingly survive the expiry of the Term of the Master Agreement for the purposes of any such Statements of Work.

MGCS shall have the option to extend the Master Agreement for two further terms of up to two years each, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Master Agreement, excepting the option to renew the second extension. The option shall be

exercisable by MGCS giving notice to the Vendor not less than thirty (30) days prior to the original Expiry Date, or in the case of the second extension, the expiry of the first extension. 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, c. 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 Ministry 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

10.01 Publication of Data

It is Ontario's intention, in accordance with the [Open Data Directive](#) and as part of its commitment to open data, to publish and allow the public to use:

- (i) procurement contract data, including the name of the Vendor and total contract value; and,
- (ii) 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.

Article 11 – Provincially Funded Organizations

11.01 Provincially Funded Organization Agreements

If the Supplier wishes to provide products and services to Provincially Funded Organizations, the Supplier may only do so under a separate agreement with a Provincially Funded Organization. If the Supplier receives a request from any Provincially Funded Organization to supply products and services to the Provincially Funded Organization that are the same as the Deliverables, the Supplier shall: (a) prior to engaging in negotiations with that Provincially Funded Organization, provide the Provincially Funded Organization with a copy of the acknowledgement as attached as Schedule 2 to this Master Agreement ("Provincially Funded Organization Notice"); and (b) subject to the Supplier's compliance with subsection

(a) above, use commercially reasonable efforts to negotiate with that Provincially Funded Organization for the purpose of entering into a mutually agreeable agreement for the supply to the Provincially Funded Organization of products and services that are the same as the Deliverables (“Provincially Funded Organization Agreement”) based on the same or similar terms (including price and the length of the term) of this Master Agreement.

The Supplier agrees that the Supplier and the Provincially Funded Organization remain solely responsible for negotiating the terms and conditions (including all business, legal and other terms as may be necessary or desirable for the Supplier and the Provincially Funded Organization) of the Provincially Funded Organization Agreement and for any resulting or related relationships and agreements between the Supplier and the Provincially Funded Organization.

11.02 Status of Provincially Funded Organizations

Provincially Funded Organizations cannot enter into any Statement of Work or any other subordinate agreement to this Master Agreement to acquire any Deliverables or any other products and services under this Master Agreement.

11.03 Ontario Not Liable for Supplier’s Relationship with Provincially Funded Organizations

The Supplier acknowledges and agrees as follows:

- (a) Ontario does not endorse, recommend or approve the suitability of: (i) any Provincially Funded Organization as a customer of the Supplier; and (ii) the terms and conditions of this Master Agreement (or any subordinate agreement under this Master Agreement) as a basis for, in whole or in part, any Provincially Funded Organization Agreement or any other resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization. The Supplier is solely responsible for conducting its own independent assessment (including obtaining its own professional advice as may be necessary and appropriate in the Supplier’s specific circumstances) to determine the suitability of the above.
- (b) Ontario makes no representation, assurance, warranty, or guarantee: (i) that any Provincially Funded Organizations will acquire products or services from or consider the products or services of the Supplier; or (ii) of the value or volume of products or services that may or will be ordered, if any, by any or all Provincially Funded Organizations.
- (c) Ontario will not, in respect of any Provincially Funded Organization Agreement or any resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Provincially Funded Organization Agreements or any such relationships or agreements; or (ii) be responsible or liable to the Supplier or any third party for any costs, obligations, liabilities or covenants of the

Provincially Funded Organization, and nothing in any agreement between the Supplier and any Provincially Funded Organization shall have the effect of imposing or resulting in the imposition of any costs, obligations, liabilities or covenants on Ontario.

- (d) The Supplier shall not, in relation to or under any Provincially Funded Organization Agreement or under any resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization, bring any Proceedings against Ontario or any of its Personnel or any Indemnified Party as a result of: (i) any act, error or omission of the parties to the Provincially Funded Organization Agreement; or (ii) any act, error or omission of Ontario or any of its Personnel.
- (e) The Supplier is solely responsible for its own contract administration with each Provincially Funded Organization and shall not direct any issues that may arise with any Provincially Funded Organization to Ontario.
- (f) For the purposes of any Provincially Funded Organization Agreement, the Supplier acknowledges that Provincially Funded Organizations have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.
- (g) Despite any provision in this Agreement to the contrary, the Supplier shall be responsible for any and all Losses suffered by any Indemnified Party arising out of or in connection with any Provincially Funded Organization Agreement or any breach by the Supplier of this Article 11 (Provincially Funded Organizations).

11.04 Disclosure of Information

- (a) Ontario may, from time to time and at its sole discretion, inform any or all Provincially Funded Organizations of: (i) the Supplier's status as a Vendor of Record; (ii) the products and services of the Supplier that are available to Ontario under this Master Agreement; and (iii) the Supplier's obligation under this Section 11.4 and under Section 11.1. In addition, Ontario and any OPS Entity may disclose, and the Supplier consents to the disclosure, to Provincially Funded Organizations of this Master Agreement or any part of it (including pricing), as amended. For the purposes of the disclosure under this Section 11.4, the Supplier agrees that neither this Master Agreement or any part of it is considered Confidential Supplier Information and no notice to or further consent of the Supplier is required prior to disclosure to any Provincially Funded Organization.
- (b) If the Supplier is requested by a Provincially Funded Organization to do so, the Supplier shall provide to that Provincially Funded Organization the following documents and information: (i) the RFB and other related procurement documents that were publicly issued; and (ii) the Supplier's Bid in response to the RFB, but only to the extent that it does not include OPS Confidential Information.

- (c) The Supplier agrees to provide to Ontario, at Ontario's request, data and information regarding Provincially Funded Organization access to and acquisition of products and services from the Supplier.
- (d) The Supplier consents to Ontario receiving data and information from a Provincially Funded Organization of such Provincially Funded Organization's request for access to and acquisition of products and services from the Supplier.

Article 12 – Security Clearance

12.01 Definitions

The definitions from the Request for Bid are applicable to this Article.

12.02 Security Screening Check

- (a) Security Clearances are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Screening Checks shall be renewed at the intervals as may be specified by CSS, SCO, MGCS.
- (b) On notification from MGCS, the Supplier shall, upon entering into a second stage agreement or otherwise during the Term, provide to the CSS, SCO, MGCS, completed Security Screening Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. All documents shall be provided through the Supplier's designated Company Security Officer. (c) All Security Screening Checks shall be provided in form and content acceptable to the CSS, SCO, MGCS and shall include all required consents.
- (d) If a person or company has been deemed by the Ministry to require a Security Clearance they shall not engage in the performance of the services unless they have been provided a Security Clearance by the CSS, SCO, MGCS.

12.03 Changes

- (a) During the Term of this Agreement, or an agreement arising from it, the Supplier shall report to the CSS, SCO, MGCS, within five business days thereof, any change to:
 - (i) any information provided as part of a Security Screening Check process;
 - (ii) employees, agents and subcontractors or, where a Company Level Check is required, partners, directors, officers and shareholders, who are or will be engaged in providing the security screening documents or engaged in the performance of the services.

- (b) The CSS, SCO, MGCS shall assess the above information and may instruct the Supplier to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearances or provide for new Security Clearances.

12.04 Default under Agreement

During the Term of this Agreement, the Supplier shall be in default under this Agreement if they fail to comply with the requirements of this Article.

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

Her Majesty the Queen in right of Ontario
as represented by the Minister of Government and
Consumer Services

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

Pursuant to delegated authority

XXXXXXXXXX

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Vendor.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

A. Description of Deliverables

1.1 Background

Temporary Help Services (THS) are transactional, task-oriented work assignments usually provided through private sector temporary help agencies or organizations. Temporary help work assignments are short-term (e.g. typically several days or weeks). Assignments help deal with a temporary increase in workload or to temporarily backfill for an Ontario Public Service (OPS) vacancy when it is not possible to recruit an OPS employee using available human resources approaches.

The approximate number of temporary help work assignments in calendar year 2016 (January – December) was one thousand and fifty-two (1,052*). The following table shows an approximate spend (by percentage) breakdown of the regions utilizing THS for fiscal years 2012-2016 (April – March):

Region	Spend (%)
Central	96%
East	2%
West	1%
North	1%

The following table shows an approximate spend (by percentage) breakdown of the types of roles utilized for THS for fiscal years 2012-2016 (April – March):

Roles	% of Total Spend
Administrative Assistant	33.43%
Auditor	11.00%
Financial Analyst	7.90%
Communications Officer	2.85%
Project Lead	5.72%
Policy Analyst	2.40%
General Clerk	3.38%
Receptionist	2.45%
Data Entry Operator	2.32%
Legal Secretary	1.87%
File Clerk	1.62%
Executive Assistant	1.50%
Client Services Representative	1.44%
Administrative Coordinator	1.42%
Finance Clerk	1.02%

*Volume and values are an approximation and are for information purposes only. The Ministry makes no guarantee of the value or volume of work to be assigned.

1.2 Deliverables

The Vendors working under this VOR arrangement will undertake the following tasks as required and provide:

- Temporary help services using temporary help workers who possess the required qualifications (which is detailed in Section 1.12 – Method of Acquiring Services (Second Stage Selection Process));
- Temporary help services using temporary help workers who are sensitive to the needs and diversity of OPS employees and public that is served;
- Commitment to recruit and fill temporary help services in a prompt and efficient manner and to assign qualified, dependable individuals to temporarily help for OPS for the requested period of time;
- A designated Vendor account representative who will be responsible for various requests and/or services as may be required by various Clients who will be responsible for requests as and when services are required by the OPS; and
- A designated Vendor corporate account executive who will be responsible for the overall management and performance of the Vendor.

In addition the Vendor will provide, at minimum, the following services, as part of the Rates, at no additional cost to the Client and in accordance with the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*.

1.2.1 Vendor Candidate Search

The Vendor will perform candidate search functions as required by the Client to develop a roster of potential temporary help candidates as required by the Client.

1.2.2 Preliminary Candidate Screening

The Vendor will utilize a preliminary, barrier-free candidate screening methodology based on pre-determined, job-related qualification criteria for all Client requirements which will eliminate unqualified temporary help matches of the Client.

1.2.3 Vendor Candidate Interview

The Vendor will conduct Barrier-free interviews based on pre-determined, job-related qualification criteria for all short-listed candidates to identify and short-list temporary help candidates who are most qualified with respect to the Client requirement.

1.2.4 Candidate Skills Testing

The Vendor will conduct role specific candidate skills testing, using tests that are reliable, valid and based on bona-fide job requirements, where appropriate with all short-listed temporary help candidates to determine the most qualified candidate.

1.2.5 Candidate Reference Check

The Vendor will conduct candidate reference checks on all candidates to confirm previous work experience, work performance, and skill sets. The Vendor is responsible for having qualified temporary help for each Client requirement in accordance with specific requirements set forth by the Client.

1.2.6 Available Candidate Communication to Client

The Vendor will present to the Client available qualified temporary help candidates who have successfully passed the preliminary candidate screening, Vendor candidate interview, candidate skills testing and candidate reference check.

1.2.7 Client/Candidate Interview

The Vendor will work with the Client and candidate to set-up and facilitate a Barrier-free Client/candidate interview where required by the Client at no additional charge to the Client through the provision of accommodation at a reasonable location mutually acceptable to both the Client and Vendor.

1.2.8 Client/Candidate De-Brief

The Vendor will work with the Client and candidate to set-up and facilitate a Vendor led post-interview de-brief meeting where appropriate/required at no additional charge to the Client.

1.2.9 Client/Candidate Offer

The Client will select the most appropriate temporary help candidate and work with the Vendor to finalize the Statement of Work (SOW) based on the chosen candidate. All chosen candidates will be required to complete a confidentiality agreement prior to beginning the temporary help assignment.

1.3 Temporary Help Personnel

The Vendor is expected to consistently provide the Client with qualified temporary help candidates for Client requirements. The Client may refuse the temporary help candidates proposed by the Vendor for a Client requirement, if the Client deems that the candidate is unqualified for the temporary help assignment. The Client may require the Vendor to replace any worker(s) the Vendor has assigned that the Client deems unqualified for a temporary help assignment, at no additional charge to the Client. The replacement temporary help worker(s) must possess similar or better qualifications than the temporary help worker(s) being substituted and/or replaced. In such occurrences, the Client and Vendor will mutually agree upon an extended deadline (if one was defined by the Client).

The Vendor shall not charge the Client an additional or higher rate for the replacement temporary help worker(s).

1.4 Position Description and Hourly Rate

In the Second Stage Selection process, Clients will provide a job description and hourly rate for a position, experience and skills required in the Request for Services (RFS), and submit this request to a pre-selected number of Vendors on the VOR arrangement listed for that region.

1.4.1 Markup Percentage Rates

Vendors have provided their Ceiling Markup Percentage Rates in the Commercial response(s) for any or all regions. A percentage markup will be applied to the hourly rate provided by the Client in the Second Stage Selection Process (see below).

In the Second Stage Selection Process, Clients will provide a role description with an hourly rate. The Vendor may bid at their Ceiling Markup Percentage Rates or less when responding to a Request for Services in the Second Stage Selection Process. The Markup Percentage Rate plus the hourly rate indicated in the RFS/SOW will be applied to the job assignment and paid to the Vendor.

1.5 Regions to Provide Service

There are four (4) identified regions for which services under this RFB are being procured.

The following is a list of the four (4) regions.

Please see Appendix A – Map of Regions for a visual representation of the regions.

Region of Service	Regional Municipalities include but are not limited to:
Central Ontario Area of Service	Durham, Halton, Peel, Toronto, York, Simcoe, Muskoka
Northern Ontario Area of Service	Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Timiskaming, Thunder Bay
Eastern Ontario Area of Service	Frontenac, Hastings, Kawartha Lakes, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Haliburton, Prescott and Russell, Prince Edward, Renfrew, Stormont Dundas and Glengarry
Western Ontario Area of Service	Brant, Bruce, Chatham – Kent, Dufferin, Elgin, Essex, Grey, Haldimand Hamilton-Wentworth, Huron, Lambton, Middlesex, Oxford, Niagara, Norfolk, Perth, Waterloo, Wellington

1.6 Minimum Requirements

Minimum requirements for Vendors on the THS VOR arrangement have been established to help ensure that the OPS acquire quality resources. These minimum requirements are:

- Currently maintaining a company office with at least two (2) staff who can respond to and support OPS Client requirements in the acquisition and issue resolution of THS resources;

- Follow the spirit of the Guidelines and Code of Ethics as laid down by ACSESS, the Association of Canadian Search, Employment and Staffing Services. These standards are available on the ACSESS website at www.acsess.org;
- Knowledge of and the capacity to provide accommodation to persons with disabilities, and/or access to accessibility expertise;
- Demonstrate activities undertaken to source qualified applicants/candidates from diverse communities (e.g. targeted outreach and/or recruitment efforts); and
- Demonstrate activities to ensure recruitment and selection processes are barrier-free.

By signing the Form of Offer in the Qualification Envelope, the Vendor is committing to meeting these minimum requirements throughout the duration of the VOR arrangement.

1.7 French Language Certification

When requested by the Client, Vendors will provide a French language Proficiency Certification for their temporary help worker prior to the deployment of the temporary help worker to the Client's location. The results of the certification will be reviewed with the Client prior to the deployment of the temporary help worker, and the Client may request a different temporary help worker from the Vendor at the Client's discretion, based upon the results of the certification at no additional charge to the Client.

1.8 Quality Control Process

The Vendor will actively track the performance of each temporary help assignment and take action where required to ensure quality performance. The Vendor will regularly make, at minimum, monthly contact with the Client to evaluate that the temporary help performance is acceptable to the Client. The Vendor will conduct post-assignment quality control calls to the Client within ten (10) Business Days of the end of the temporary help assignment and document the performance feedback provided by the Client for future Vendor and Ministry review and action by the Vendor where required. The Vendor will conduct counselling and/or training for the temporary help worker where required (at no charge to the Ministry) to ensure performance levels of the temporary help worker are adequate for future temporary help assignments.

1.9 Hiring Temporary Help Workers

In the event that the temporary help worker provided by the Vendor is hired by the Client for the position within the OPS, the Vendor will not charge any assignment termination fee to the Client if the assignment has been in place for seventy five (75) Business Days or more. If the assignment has been in place for less than seventy five (75) Business Days, then the following formula will apply. The assignment termination fee for less than seventy five (75) Business Days is: fifteen percent (15%) of the annual assignment salary pro-rated to the remaining term of the assignment SOW. If the assignment is for less than seventy-five (75) Business Days, then there is no charge in the event the temporary help worker is hired by the Client for the position within the OPS.

1.10 Overtime Rate

For every hour worked over forty-four (44) hours a week, the overtime Rate will be one and a half (1.5) times the regular hourly Rate for the specified role. The overtime Rate will be

calculated by multiplying the fixed overtime multiplier by the regular hourly Rate for the specified role. Any overtime and overtime payments required are to be in accordance with the *Employment Standards Act, 2000*. All anticipated overtime work will be subject to written consent and agreement of the Client and temporary help worker.

There will be no Vendor mark-up for overtime Rates.

1.11 Accessibility Legislation

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 (OHRC), 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 Ministry, they may need to follow Ministry direction to ensure Ministry compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation (IASR)).

Upon request, Vendors may be required to provide their policies and procedures that demonstrate compliance with Accessibility obligations.

During the term of the Agreement, including any extensions, Vendors will comply with any future additions or modification to legislation as they become enacted to Accessibility standards and regulations. For more information, please visit: [Accessibilities Standards and Regulations](#).

1.11.1 Accessibility, Diversity and Inclusion Training

Consistent with the Accessibility training requirements under the AODA, IASR and the Accessibility Standards for Accessible Customer Services, the Vendor must:

- a) Ensure Vendor’s employees have completed the following government computer-training courses, relevant to the Vendors’ tasks and job duties, to be provided or made available by the Ministry, prior to the employees’ start of any work:
 - [AccessForward \(English\)](#); or
 - [Vers l'accessibilité \(French\)](#); and
 - [Ontario Human Rights Code and the AODA \(English\)](#); or
 - [Travailler ensemble : Le Code des droits de la personne de l'Ontario et la LAPHO \(French\)](#).
- b) Complete any future OPS Accessibility, Diversity and Inclusion training courses within one-hundred-twenty (120) calendar days of becoming available.
- c) Be aware and sensitive to Accessibility, disability, diversity and inclusion issues.

Vendors are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Vendors are to ensure that this information is available to the Ministry Representative any time during the Term of the Agreement.

1.12 Method of Acquiring Services (Second Stage Selection Process)

The Vendor will provide services on request to Clients as and when the services are needed from the VOR arrangement. A Client guide to the Agreement for temporary help services will reside on the Ontario Shared Services (OSS) Intranet site. The Client guide will provide a brief description of the services available from the Agreement along with associated ceiling markup percentage Rates and the Vendors' contact information. The Second Stage Selection within the PFO will be managed by the PFO Entity under the terms of the corresponding PFO Agreement and the Ministry will not provide oversight to PFO Clients.

The scope, timing and duration of assignments will be determined by the Client who will require that the Vendor execute a Statement of Work (SOW) as further defined in the Form of Agreement. The SOW will be assignment-specific and will detail the scope of the assignment, the Deliverables, the anticipated time frame and the fees.

If selected by a Client to enter into a SOW, the Vendor will furnish a certificate of insurance meeting the insurance requirements set out in the Form of Agreement, or as modified by the SOW, prior to commencing performance under the SOW.

In general, and subject to change from time to time at the Ministry's sole discretion, the second stage selection process is as follows:

- The Client determines the specific details of each assignment, e.g., the type of services required, the timeframe, location and estimated costs (includes hourly rates and any other expenses). The Client estimates the value of the Contract and receives approval to proceed with the assignment;
- The Client then issues a Request for Services (RFS) document to a selected number of Vendors from the VOR arrangement based upon the value of the proposed Contract in accordance with the Ontario Public Service Procurement Directive;
- The Vendor responds to the RFS within a prescribed deadline, outlining its capability of fulfilling the Client's assignment details, the Rate as quoted from the Vendor's Commercial Envelope(s) from the original Bid (note: the Vendor may bid less than the original bid Rate but not more), total estimated price to be charged for the service (including other expenses) and all other information requested by the Client; and
- The Client reviews all responses and selects the recommended Vendor. Vendors may be interviewed as part of the response review process. A SOW will then be entered into for the assignment with the successful Vendor.

1.13 Mandatory Monthly Vendor Activity Report

The Vendor will be required to provide to the Ministry a monthly Vendor activity report no later than ten (10) Business Days after the end of each month for the Term of the Agreement and any additional, as requested, reports. Reports are to include all Contract related activity and spending that indicate "expenditure information" as described below in Table 1 – Monthly Mandatory Vendor Activity Report.

Reports will be submitted by the Vendor via an online reporting portal on a monthly basis as directed by the Ministry. The Vendor will be solely responsible for all costs associated with establishing, producing and submitting all such reports. If there is no activity for the month (i.e. no invoice billing for the month), the Vendors will provide a 'Nil' report to the Ministry through the online reporting portal confirming no such volume.

In addition, the Vendor will submit reporting to the Ministry as requested by the Ministry via e-mail attachment in Microsoft Excel in a layout to be specified by the Ministry. The reports are to be addressed to the attention of the Ministry.

The Vendor will co-operate with the Ministry and act promptly, to establish and create "Monthly Vendor Reports" which provides expenditure information or such other similar report(s) that meet the Ministry requirements.

The Vendor shall provide the Ministry from time to time with any other documentation requests or information which is required by the Agreement to the attention of the Ministry Representative. See below Table 1 – Monthly Mandatory Vendor Activity Report for a further description of the reporting requirements.

Table 1 - Monthly Mandatory Vendor Activity Report

The table below is a sample of the reporting requirements as stated in Section 1.13 - Mandatory Monthly Vendor Activity Report.

#	Key Deliverables	Description
1.	Who	The VOR; the Vendor.
2.	What	<p>Monthly Reporting: The Vendor must submit a mandatory monthly activity report that will reflect all activities pertaining to the provision of goods/services to the Client and Contract.</p> <p>Details of such reports can include but are not limited to information such as:</p> <ul style="list-style-type: none"> • order date; • Client ministries; • branch, ministry contact details; • RFS/Statement of Work number; • Any complaints filed against the VOR/Vendor under the <i>Ontario Human Rights Code, Employment Standards Act, Occupational Health and Safety Act</i> and the <i>Accessibility for Ontarians with Disabilities Act</i> by anyone, including complaints unrelated to this Contract; • concerns raised by temporary workers arising in the OPS work environment in accordance with the service level requirement; • total of services purchased; and • total invoice amount and applicable tax.

		<p>Ad-Hoc Reporting: The Vendor may also be required from time-to-time, to provide the Ministry with other documentation requests or information.</p> <p>Nil or Zero Activity Reporting: The Ministry does not guarantee any business or activity in a given month; however, Vendors are still required to submit a monthly 'Nil' or 'zero activity' report to ensure monthly activity reporting compliance.</p>
3.	Why	<p>Analysis and Performance Monitoring: The monthly activity reports are a mandatory deliverable as specified in this agreement. The reports will be used by the Ministry for tracking and analysis purposes to better serve Clients in future procurement initiatives.</p>
4.	When	<p>Within ten (10) Business Days: monthly activity reports are to be submitted no later than ten (10) Business Days after the end of each month, throughout the entire Term of the Agreement.</p>
5.	How	<p>Monthly Activity Reporting Template: A monthly activity report template will be provided to the Vendor by the Ministry and must be submitted electronically in an Excel 97 - 2003+ compatible format.</p> <p>The template will be provided to the Vendor at the Contract implementation workshop, which is held between the Ministry and the Vendor upon execution of the Agreement.</p> <p>The Vendor shall comply with the naming conventions and format specified in the monthly activity report. The monthly activity report template is not to be altered or changed in any way unless otherwise specified or agreed to, by the Ministry.</p>
6.	Where	<p>Ministry's Mailbox/Reporting Portal: Monthly activity reports will be submitted electronically to the Ministry's centralized reporting mailbox/ reporting portal as specified in the reporting template.</p>

1.14 Performance Reporting on Client Satisfaction with Services

During the Term of the Agreement, the Vendor's performance will be measured based on but not limited to the criteria detailed below to ensure the Ministry receives quality services.

The Vendor is required to provide a performance report on Client satisfaction with the services at the end of each assignment. This report must capture and measure customer satisfaction with the services provided. This information will be made available to the Ministry for evaluating the Vendor's performance during the Term of the proposed Agreement.

Factor	Service Level Expectation	Target
Price and Timelines	Services delivered within the established timelines.	minimum score of “good” on a scale of : <ul style="list-style-type: none"> • excellent – 100% compliance • good – 80% compliance • fair – 70% compliance • poor – less than 60% compliance
	Rates charged do not exceed VOR arrangement Rates.	100% compliance
Quality of Project/Assignment Deliverables	Services, products, advice and expertise address Client’s business objectives.	minimum score of “good” on a scale of : <ul style="list-style-type: none"> • excellent – 100% compliance • good – 80% compliance • fair – 70% compliance • poor – less than 60% compliance
	Demonstrate that policies and processes include that training of candidates has been carried out as required, prior to being placed	
Availability and Responsiveness	Vendor is accessible and available throughout the project/assignment.	Vendor must respond within one (1) Business Day of Client’s request or other prescribed timelines
	Vendor response to the RFS.	Vendor must respond within prescribed timelines
Quality of Service	Vendor’s staff/associates were courteous, professional, well-organized.	minimum score of “good” on a scale of : <ul style="list-style-type: none"> • excellent – 100% compliance • good – 80% compliance • fair – 70% compliance • poor – less than 60% compliance
	Vendor demonstrated adaptability and flexibility to changing business situations throughout the assignment.	
	Vendor’s services were delivered within Client’s established service standards.	
Partnership	Vendor demonstrated collaboration with Client in finding innovative solutions which addressed Client needs.	minimum score of “good” on a scale of : <ul style="list-style-type: none"> • excellent – 100% compliance • good – 80% compliance • fair – 70% compliance • poor – less than 60% compliance

1.15 Invoice and Payments

The Vendor will review and understand the payment methods of the Province of Ontario, in particular, payments made through the Purchasing Card (Section 1.16 - Purchasing Card)

and through invoicing (Section 1.17 - Integrated Financial Information System (IFIS) Invoice Payments). Regardless of the payment method used by the Client, the Vendor must provide the Client with an invoice.

1.16 Purchasing Card

The Purchasing Card is the preferred method of acquisition and payment for low dollar value goods and services. Currently, the Purchasing Card service provider to the Province of Ontario is the Bank of Montreal MasterCard. However, the Vendor will also agree and accept that, should the Purchasing Card service provider change during the Term of the Agreement, it will accept the new Purchasing Card and shall promptly make appropriate arrangements with the new Purchasing Card service provider upon notice from the Ministry of such a change.

Vendors are required to accept the Purchasing Card prior to the commencement of the Agreement. Vendors shall ensure that all accounting systems and processes to accept the Purchasing Card are in place prior to the commencement of the Agreement; and Vendors will pay any standard bank charges that are incurred as a result of the normal acceptance of the Purchasing Card transaction.

1.17 Integrated Financial Information System (IFIS) Invoice Payments

If the Deliverables are provided for any Client, the Vendor will send to the respective Client a detailed (and itemized) invoice. The invoice must contain, but not necessarily be limited to, the following information and costs for Deliverables provided:

- a) Identification of Client ministries, division, branch, unit/department;
- b) OSS VOR arrangement number (Tender #6484);
- c) Purchase order, Contract number or RFS/SOW provided by the Client;
- d) Invoice number;
- e) Invoice date;
- f) Description of assignment with charges and subtotals;
- g) Unit of measure and total quantity for each line item;
- h) Applicable Harmonized Sales Tax (HST) as may be applicable; and
- i) Total invoice amount.

The Province of Ontario implemented IFIS, a financial management system based on Oracle Financials, across all ministries. The Vendors will be set up and maintained as a Vendor in IFIS. Payment transactions for services using the OPS Purchasing Card or using invoice based billing will be entered and recorded in IFIS.

When payment with the OPS Purchasing Card is not conducted, a purchase order/invoice process through IFIS is required. IFIS employs three-way matching of the information from the purchase order, the goods/services receipt (verification that services have been completed), and the invoice. All three (3) components must be entered and validated in IFIS before a cheque is generated against the invoice.

The Vendor is solely responsible for all matters related to the collection of payment and resolution of other financial matters with the Client. The Ministry assumes no responsibility

for any financial matter between the Vendor and Client. The Ministry reserves the right to approve all requests from the BPS Client(s) to establish an account with the Vendor under the Agreement.

All invoice errors, either identified by the Client and/or the Vendor, will be corrected by the Vendor within two (2) Business Days of becoming aware of the error. Once the corrections are completed, the Vendor will advise the Ministry Representative of correction of the error.

1.18 Move to E-Commerce

Business-to-Government Solutions

The Province of Ontario is intending to implement business-to-government (B2G) e-Commerce solutions to facilitate the ordering of goods and services via Internet technologies through its employee portal. These B2G e-Commerce tools will be based on Business to Business (B2B) e-Commerce models and will provide Client's with administrative efficiencies and savings when acquiring the Deliverables needed to carry out their respective business mandates. It is expected that these B2G e-Commerce tools will provide additional reporting and tracking functions to assist in effectively managing the Agreement.

Should an e-Commerce solution be implemented during the Term of the Agreement the Vendor shall cooperate fully with the Ministry in providing any information required and in adapting existing processes to reflect the changes resulting from the implementation of e-Commerce solutions. The Vendors will comply with all reasonable Ministry change requests in this regard and will adhere to any Government of Ontario - Information Technology Standards (GO-ITS) policies and procedures established as part of the Rates as provided in the Rate Bid Form (Appendix C) to this RFP. Further information on the GO-ITS policies and procedures can be found at:

http://www.mgs.gov.on.ca/en/IAAndIT/STEL02_047303.html.

a) Electronic Services Catalogue

The Bidder should express its willingness, within a time to be determined by MGS of the commencement date of the Agreement, to develop an electronic file in a format specified by MGS that will outline the Deliverables available to the Client. The Vendor will make any required specification modifications to the contents of the file, from time to time, as instructed by MGS. As a minimum, and in order to facilitate an e-Commerce solution, the Bidder must be able to access the Internet via a web browser and be able to receive e-mail in order to accommodate Internet ordering.

b) On-line Ordering

OSS is exploring the potential for developing an online Vendor selection system for managing OPS Client orders (see Method of Acquiring Services (Second Stage Selection process) in Section 1.12 for description of the process). This tool would be accessible to Vendors through the Province of Ontario internet portal and to Client's through the Province of Ontario's intranet portal (MyOPS). This application will increase the efficiency of the Second Stage Selection process and maintain the records associated with managing Request for Services documents and monthly reporting.

c) General Process

The Client will start by accessing an on-line “catalogue of services” to create their on-line Request for Services document by completing various fields identifying the specific details of each assignment, i.e., the type of services required, the time frame, region of service and estimated costs (includes hourly Rates and any other expenses):

- based on data entered by the Client, the system would select the Vendor(s) who could meet the requirements of the assignment;
- once management approvals are obtained, the Client would select the Vendor(s) to whom the RFS would be dispatched. The number of Vendors selected would be based on the value of the assignment (see Second Stage Vendor selection process in Section 1.12 - Method of Acquiring Services (Second Stage Selection Process));
- Selected Vendors will be notified via e-mail to a centralized e-mail account maintained by the Vendor or via an external bid posting site (i.e. BravoSolution) that they have been selected to respond to a RFS document;
- The RFS will be made available to the selected Vendor by downloading from the external bid posting site (i.e. BravoSolution), by email to the Vendor's centralized e-mail account, or from an OPS web portal or by downloading from the external bid posting site (i.e. BravoSolution);
- The Vendor responds to the RFS outlining its capability of fulfilling the Client’s assignment details, Rate as quoted from the Vendor’s Rate Bid Form from the original Proposal (note – the Vendor may bid less than the original bid Rate but not more), total estimated price to be charged for the service (including other expenses) and all other information requested by the Client; and
- The Vendor should detail any existing system currently in use by its organization and its customers or provide detail on its ability to interface with the above types of systems.

1.19 Contract Management Reporting Managing the VOR Arrangement

1.19.1 Contract Account Management

The Vendor agrees to have its Vendor representative meet with the Ministry Representative on a regular basis, no less frequently than quarterly, to discuss any issues of mutual concern. Such communication may cover the entire scope of the Agreement including but not limited to opportunities to maximize value and reduce costs, administrative issues, and service and Vendor performance issues. The manner and time of communicating through meetings or teleconferences etc. will be arranged with the Vendor as required after the Agreement has been established.

1.19.2 Composition of the Contract Management Committee

During the Term of the Agreement, the Vendor and the Ministry shall participate in a Contract Management Committee, which shall consist of the Vendor’s representative appointed by the Vendor with the authority to represent the Vendor in all phases of the implementation and delivery of the Deliverables and a representative of the Ministry with the authority to represent the Ministry in all phases of the development and delivery of the Deliverables. The individual representatives nominated to this Committee shall be notified,

in writing, by each party to the other party within ten (10) days following the effective date of the Agreement.

1.19.3 Responsibilities of the Contract Management Committee

The major responsibilities of the Contract Management Committee include the following:

- a) Effective communications between the Ministry and the Vendor;
- b) Initial point of escalation with respect to resolving deficiencies in service levels;
- c) Quarterly performance reviews of the Vendor's fulfilment of the Deliverables; and
- d) Such other duties as the Ministry and the Vendor may mutually agree to assign to the Contract Management Committee.

In situations where the Vendor's representative and the Ministry Representative are unable to come to an adequate and suitable resolution to any particular issue, the issue will then be escalated to each party's respective management.

1.19.4 Meetings of the Contract Management Committee

The Contract Management Committee shall meet at a regularly scheduled time by agreement or at the direction of the Ministry Representative, and upon forty-eight (48) hours' notice by either of the parties to accommodate an emergency situation.

1.20 Business Continuity Plan

The Ministry requires that the Vendor have a business continuity plan in place. Should the need arise, the Vendor will be required to execute its business continuity plan within five (5) days of identifying the need to utilize the business continuity plan or upon request by the Ministry. Although the Ministry understands that business continuity plans may be adjusted from time to time to meet the changing needs of the business community and the capabilities of the Vendors, the Vendors are required to provide their current business continuity plan within sixty (60) days after the execution of the Agreement and any subsequent amendments as they appear. The Vendors may be requested, by the Ministry Representative, to provide evidence of successful testing of the business continuity plan.

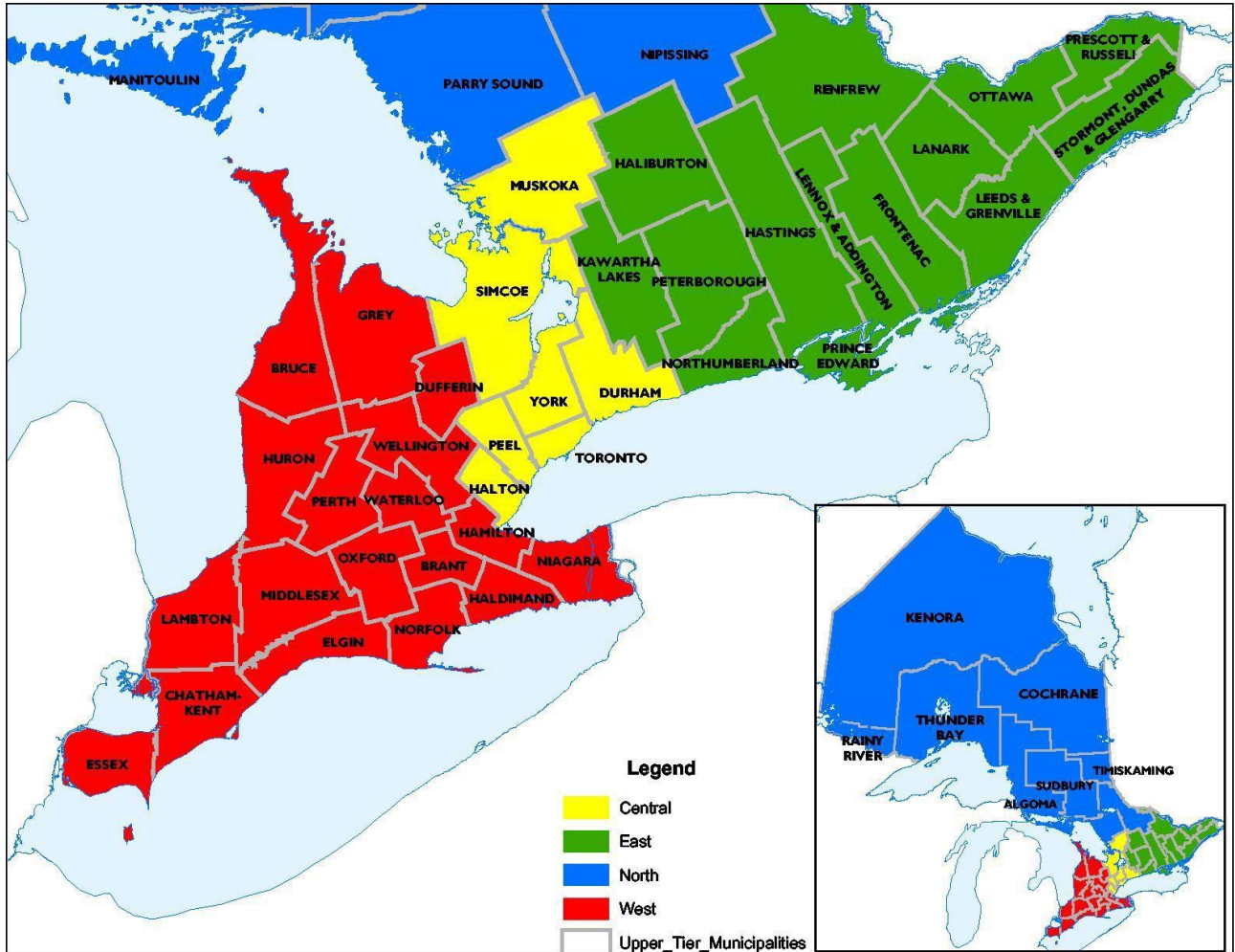
1.21 Contractor Security Clearance

1.21.1 Upon notification from the Ministry or the Client, which may either be prior to execution of the Master Agreement or at the time of any particular Statement of Work through a second-stage selection process, the Vendor will obtain one or more of the following Security Screening Checks and obtain clearance from MGCS for any person, including directors, officers, employees, agents or sub-contractor, as applicable, engaged in the performance of the services:

- (i) General Check (Criminal Record Check – CPIC);
- (ii) Company Level Check;
- (iii) Driver's Record Check;
- (iv) Out-of-Country Police Certificate (US and/or International);
- (v) Out-of-Country Driver's Record Check (US and/or International); or
- (vi) Any other Security Clearance Check as deemed necessary by the Ministry at its sole discretion.

- 1.21.2 The Vendor will obtain the Security Screening Checks set out above at its own cost through the OPS Vendor of Record arrangement, local police, or an RCMP accredited third party agency
- 1.21.3 If required, clearance checks must be completed before the Vendor and the Ministry enter into the Master Agreement, if applicable, or before the Vendor and the Client enter into the Statement of Work.
- 1.21.4 All required information will be provided in a form acceptable to the Ministry.

APPENDIX A – MAP OF ONTARIO REGIONS



Appendix B

Description of Ontario Government Standards for French Language Proficiency Levels

The proficiency levels used by the Government of Ontario are inspired from levels developed by the American Council on the Teaching of Foreign Languages (ACTFL), as described below.

FOR FRENCH LANGUAGE PROFICIENCY LEVELS

There are four levels of proficiency, with sub-levels:

- Superior
- Advanced: Advanced, Advanced-Plus, Advanced-Minus
- Intermediate: Intermediate, Intermediate-Plus, Intermediate-Minus
- Novice

The functional language level describes the level of language proficiency a person displays when communicating ideas and information. The criteria used to assess functional language have been ranked in ascending order on the rating scale. This scale spans a wide range of performance profiles, from Superior to Novice. It is based on four major levels of performance: Superior, Advanced, Intermediate and Novice. The sub-levels, Advanced-Plus and Intermediate-Plus refer to performance of a candidate demonstrating many features of the next higher level, although those features are not always present or sustained. Advanced, Advanced-Minus, Intermediate and Intermediate-Minus performances differ from each other in terms of quantity and quality of language with which a certain task is performed.

A. CURRENT ASSESSMENT METHOD FOR ORAL SKILLS IN THE OPS

Testers who use the functional language scale assess a number of language skills and functions simultaneously. The assessment criteria include general workplace vocabulary, grammar (prepositions, articles, pronouns, gender, subject/verb agreement, noun/adjective agreement, and sentence structure), pronunciation (ability to speak clearly and be understood), listening comprehension; and fluency (delivery of speech will indicate whether candidate is comfortable with language).

DESCRIPTION OF ORAL PROFICIENCY LEVELS

Superior level:

Speakers at the Superior level are able to communicate with accuracy and fluency in order to fully and effectively participate in conversations on a variety of topics in formal and informal settings from both concrete and abstract perspectives.

✓ They discuss their interests and special fields of competence, explain complex matters in detail, and provide lengthy and coherent narrations, all with ease, fluency, and accuracy.

- ✓ They present their opinions on a number of issues of interest to them, such as social and political issues, and provide structured argument to support their opinions. They are able to construct and develop hypotheses to explore alternative possibilities.
- ✓ When appropriate, they use extended discourse without unnaturally lengthy hesitation to make their point, even when engaged in abstract elaborations. Such discourse, while coherent, may still be influenced by the speakers' own language patterns, rather than those of the target language.
- ✓ Superior speakers employ a variety of interactive and discourse strategies, such as turn-taking and separating main ideas from supporting information through the use of syntactic, lexical and phonetic devices.
- ✓ They demonstrate no pattern of error in the use of basic structures although they may make sporadic errors, particularly in low-frequency structures and in some complex high-frequency structures. Such errors, if they do occur, do not distract the native interlocutor or interfere with communication.

Advanced-Plus level:

Speakers at the Advanced-Plus level perform all Advanced-level tasks with linguistic ease, confidence and competence. They are consistently able to explain in detail and narrate fully and accurately in all time frames.

- ✓ In addition, Advanced-Plus speakers handle the tasks pertaining to the Superior level but cannot sustain performance at that level across a variety of topics. They may provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of error appear.
- ✓ They can discuss some topics abstractly, especially those relating to their particular interests and special fields of expertise, but in general, they are more comfortable discussing a variety of topics concretely.
- ✓ Speakers may demonstrate a well-developed ability to compensate for an imperfect grasp of some forms or for limitations in, vocabulary by the confident use of communicative strategies, such as paraphrasing, circumlocution, and illustration.
- ✓ They use precise vocabulary and intonation to express meaning and often show great fluency and ease of speech. However when they are called on to perform the complex tasks associated with the Superior level over a variety of topics, their language will at times break down or prove inadequate, or they may avoid the task altogether, for example, by resorting to simplification through the use of description or narration in place of argument or hypothesis.

Advanced level:

Speakers at the Advanced level are able to handle with ease and confidence a large number of communicative tasks. They participate actively in most informal and some

formal exchanges on a variety of concrete topics relating to work, school, home, and leisure activities, as well as to events of current, public, and personal interest or individual relevance.

✓ Advanced speakers demonstrate the ability to narrate and describe in all major time frames of past, present, and future by providing a full account, with good control of aspect. Narration and description tend to be combined and interwoven to relate relevant and supporting facts in connected, paragraph-length discourse.

✓ Advanced speakers can handle successfully and with relative ease the linguistic challenges presented by a complication or unexpected turn of events that occurs within the context of a routine situation or communicative task with which they are otherwise familiar. Communicative strategies such as circumlocution or rephrasing are often employed for this purpose.

✓ The speech of Advanced speakers performing Advanced-level tasks is marked by substantial flow. Their vocabulary is fairly extensive although primarily generic in nature, except in the case of a particular area of specialization or interest. Their discourse may still reflect the oral paragraph structure of their own language rather than that of the target language.

✓ Advanced speakers contribute to conversations on a variety of familiar topics, dealt with concretely, with much accuracy, clarity and precision, and they convey their intended message without misrepresentation or confusion. They are readily understood by native speakers unaccustomed to dealing with non-natives. When called on to perform functions or handle topics associated with the Superior level, the quality and/or quantity of their speech will generally decline.

Advanced-Minus level:

Speakers at the Advanced-Minus level are able to handle a variety of communicative tasks. They are able to participate in most informal and some formal conversations on topics related to school, home, and leisure activities. They can also speak about some topics related to employment, current, public, and matters of public and community interest.

✓ Advanced-Minus speakers demonstrate the ability to narrate and describe in all major time frames of past, present and future in paragraph-length discourse, with some control of aspect. In these narrations and descriptions, Advanced-Minus speakers combine and link sentences into connected discourse of paragraph length, although these narrations and descriptions tend to be handled separately rather than interwoven. They can handle appropriately the essential linguistic challenges presented by a complication or an unexpected turn of events.

✓ Responses produced by Advanced-Minus speakers are typically not longer than a single paragraph. The speaker's dominant language may be evident in the use of false cognates, literal translations, or the oral paragraph structure of that language. At times their discourse may be minimal for the level, marked by an irregular flow, and containing

noticeable self-correction. More generally, the performance of Advanced-Minus speakers tends to be uneven.

✓ Advanced-Minus speech is typically marked by a certain grammatical roughness (e.g., inconsistent control of verb endings) but the overall performance of the Advanced-level tasks is sustained, albeit minimally. The vocabulary of Advanced-Minus speakers often lacks specificity. Nevertheless, Advanced-Minus speakers are able to use communicative strategies such as rephrasing and circumlocution.

✓ Advanced-Minus speakers contribute to the conversation with sufficient accuracy, clarity, and precision to convey their intended message without misrepresentation or confusion. Their speech can be understood by native speakers unaccustomed to dealing with non-natives, even though this may require some repetition or restatement. When attempting to perform functions or handle topics associated with the Superior level, the linguistic quality and quantity of their speech will deteriorate significantly.

Intermediate-Plus level:

Intermediate-Plus speakers are able to converse with ease and confidence when dealing with most routine tasks and social situations of the Intermediate level.

✓ They are able to handle successfully many uncomplicated tasks and social situations requiring an exchange of basic information related to their work, school, recreation, particular interests and areas of competence.

✓ Intermediate-Plus speakers can handle a substantial number of tasks associated with the Advanced level, but they are unable to sustain performance of all of these tasks all of the time. Intermediate-Plus speakers can narrate and describe in all major time frames using connected discourse of paragraph length, but not all the time.

✓ Typically, when Intermediate-Plus speakers attempt to perform Advanced-level tasks, their speech exhibits one or more features of breakdown, such as the failure to carry out fully the narration or description in the appropriate major time frame, an inability to maintain paragraph-length discourse, or a reduction in breadth and appropriateness of vocabulary.

✓ Intermediate-Plus speakers can generally be understood by native speakers unaccustomed to dealing with non-natives, although interference from another language may be evident (e.g. use of code-switching, false cognates, literal translations, etc.), and a pattern of gaps in communication may occur.

Intermediate level:

Speakers at the Intermediate level are able to handle successfully a variety of uncomplicated communicative tasks in straightforward social situations. Conversation is generally limited to those predictable and concrete exchanges necessary for survival in the target culture. These include personal information covering self, family, home, daily activities, interests and personal preferences, as well as physical and social needs, such as food, shopping, travel and lodging.

- ✓ Intermediate speakers tend to function reactively, for example, by responding to direct questions or requests for information. However, they are capable of asking a variety of questions when necessary to obtain simple information to satisfy basic needs, such as directions, prices and services.
- ✓ When called on to perform functions or handle topics at the Advanced level, they provide some information but have difficulty linking ideas, manipulating time and aspect, and using communicative strategies, such as circumlocution.
- ✓ Intermediate speakers are able to express personal meaning by creating with the language, in part by combining and recombining known elements and conversational input to produce responses typically consisting of sentence and strings of sentences.
- ✓ Their speech may contain pauses, reformulations and self-corrections as they search for adequate vocabulary and appropriate language forms to express themselves. In spite of the limitations in their vocabulary and/or pronunciation and/or grammar and/or syntax, Intermediate speakers are generally understood by sympathetic interlocutors accustomed to dealing with non-natives.
- ✓ Overall, Intermediate speakers are at ease when performing Intermediate-level tasks and do so with significant quantity and quality of Intermediate-level language.

Intermediate-Minus level:

Speakers at the Intermediate-Minus level are able to handle successfully a limited number of uncomplicated communicative tasks by creating with the language in straightforward social situations.

- ✓ Conversation is restricted to some of the concrete exchanges and predictable topics necessary for survival in the target language culture. These topics relate to basic personal information, for example, self and family, some daily activities and personal preferences, as well as to some immediate needs, such as ordering food and making simple purchases.
- ✓ Speakers are primarily reactive and struggle to answer direct questions or requests for information, but they are also able to ask a few appropriate questions.
- ✓ They manage to sustain the functions of the Intermediate level, although just barely.
- ✓ They express personal meaning by combining and recombining what they know and what they hear from their interlocutors into short statements and discrete sentences. Their responses are often filled with hesitancy and inaccuracies as they search for appropriate linguistic forms and vocabulary while attempting to give form to the message. Their speech is characterized by frequent pauses, ineffective reformulations and self-corrections.
- ✓ Their pronunciation, vocabulary and syntax are strongly influenced by their first language but, in spite of frequent misunderstandings that require repetition or rephrasing.

✓ Speakers can generally be understood by sympathetic interlocutors, particularly by those accustomed to dealing with non-native speakers.

Novice:

Novice-level speakers can communicate short messages on highly predictable, everyday topics that affect them directly. They do so primarily through the use of isolated words and phrases that have been encountered, memorized, and recalled. Novice-level speakers may be difficult to understand even by the most sympathetic interlocutors accustomed to non-native speech.

B. CURRENT ASSESSMENT METHOD FOR WRITTEN SKILLS IN THE OPS

Testers assess functional writing abilities. They measure overall writing performance by determining a writer's level of consistent functional ability.

The rating scale is based on three major levels of language performance: Intermediate, Advanced and Superior. Contrary to Section A on Oral Skills, the Novice level is not included in this section because beginners have no practical writing ability. The sub-levels Advanced-Plus, Advanced-Minus, Intermediate-Plus and Intermediate-Minus recognize writing skills that exhibit some features of the next higher level, although those features are not adequately present or sustained.

The assessment criteria include: spelling, vocabulary, grammar, syntax (word order) and appropriateness to subject and to reader.

DESCRIPTION OF WRITTEN PROFICIENCY LEVELS/ SKILLS

Superior level:

Writers are able to produce most kinds of formal and informal correspondence, in-depth summaries, reports, and research papers on a variety of social, academic, and professional topics. Their treatment of these issues moves beyond the concrete to the abstract.

✓ Writers demonstrate the ability to explain complex matters, and to present and support opinions by developing cogent arguments and hypotheses. Their treatment of the topic is enhanced by the effective use of structure, lexicon and writing protocols. They organize and prioritize ideas to convey to the reader what is significant.

✓ The relationship among ideas is consistently clear, due to organizational and developmental principles (e.g. cause and effect, comparison, chronology).

✓ These writers are capable of extended treatment of a topic which typically requires at least a series of paragraphs, but can extend to a number of pages.

✓ Writers demonstrate a high degree of control of grammar and syntax, of both general and specialized/professional vocabulary, of spelling or symbol production, of cohesive devices, and punctuation. Their vocabulary is precise and varied.

✓ Writers at this level direct their writing to their audiences; their writing fluency eases the reader's task. Writers at the Superior level do not typically control target-language cultural, organizational, or stylistic patterns.

✓ At the Superior level, writers demonstrate no pattern of error; however, occasional errors may occur, particularly in low-frequency structures. When present, these errors do not interfere with comprehension, and they rarely distract the native reader.

Advanced-Plus level:

Writers are able to write about a variety of topics with significant precision and detail. They can handle informal and formal correspondence according to appropriate conventions. They can write summaries and reports of a factual nature. They can also write extensively about topics relating to particular interests and special areas of competence, although their writing tends to emphasize the concrete aspects of such topics.

✓ Writers can narrate and describe in the major time frames, with solid control of aspect. In addition, they are able to demonstrate the ability to handle writing tasks associated with the Superior level, such as developing arguments and constructing hypotheses, but are not able to do this all the time; they cannot produce Superior-level writing consistently across a variety of topics treated abstractly or generally.

✓ They have good control of a range of grammatical structures and a fairly wide general vocabulary. When writing at the Advanced level, they often show remarkable ease of expression, but under the demands of Superior-level writing tasks, patterns of error appear.

✓ The linguistic limitations of Advanced-Plus writing may occasionally distract the native reader from the message.

Advanced level:

Writers at the Advanced level are able to meet a range of work and/or academic writing needs. They are able to write straightforward summaries on topics of general interest.

✓ They demonstrate the ability to narrate and describe with detail in all major time frames with good control of aspect. Most often, thoughts are expressed clearly and supported by some elaboration.

✓ Their writing exhibits a variety of cohesive devices in texts up to several paragraphs in length. There is good control of the most frequently used target-language syntactic structures and a range of general vocabulary.

✓ This writing incorporates organizational features both of the target language or the writer's first language and may at times resemble oral discourse.

✓ When called on to perform functions or to treat issues at the Superior level, Advanced writers will manifest a decline in the quality and/or quantity of their writing.

✓ Writing at the Advanced level is understood readily by natives not used to the writing of non-natives.

Advanced-Minus level:

Writers are able to meet basic work and/or academic writing needs.

✓ They demonstrate the ability to narrate and describe in major time frames with some control of aspect. They are able to compose simple summaries on familiar topics. Writers are able to combine and link sentences into texts of paragraph length and structure.

✓ Their writing, while adequate to satisfy the criteria of the Advanced level, may not be substantive.

✓ Writers demonstrate the ability to incorporate a limited number of cohesive devices, and may resort to some redundancy and awkward repetition. They rely on patterns of oral discourse and the writing style of their first language.

✓ Writers demonstrate minimal control of common structures and vocabulary associated with the Advanced level.

✓ Their writing is understood by natives not accustomed to the writing of non-natives, although some additional effort may be required in the reading of the text. When attempting to perform functions at the Superior level, their writing will deteriorate significantly.

Intermediate-Plus level:

Writers are able to meet all practical writing needs of the Intermediate level. Additionally, they can write compositions and simple summaries related to work and/or school experiences.

✓ They can narrate and describe in different time frames when writing about everyday events and situations. These narrations and descriptions are often but not always of paragraph length, and they typically contain some evidence of breakdown in one or more features of the Advanced level. For example, these writers may be inconsistent in the use of appropriate major time markers, resulting in a loss of clarity.

✓ The vocabulary, grammar, and style of Intermediate-Plus writers essentially correspond to those of the spoken language.

✓ Their writing, even with numerous and perhaps significant errors, is generally comprehensible to natives not used to the writing of non-natives, but there are likely to be gaps in comprehension.

Intermediate level:

Writers are able to meet a number of practical writing needs.

- ✓ They can write short, simple communications, compositions, and requests for information in loosely connected texts about personal preferences, daily routines, common events, and other personal topics.
- ✓ Their writing is framed in present time but may contain references to other time frames.
- ✓ The writing style closely resembles oral discourse. Writers show evidence of control of basic sentence structure and verb forms.
- ✓ This writing is best defined as a collection of discrete sentences and/or questions loosely strung together. There is little evidence of deliberate organization.
- ✓ Writers can be understood readily by natives used to the writing of non-natives. When Intermediate writers attempt Advanced-level writing tasks, the quality and/or quantity of their writing declines and the message may be unclear.

Intermediate-Minus level:

Writers are able to meet some limited practical writing needs.

- ✓ They can create statements and formulate questions based on familiar material.
- ✓ Most sentences are recombinations of learned vocabulary and structures. These are short and simple conversational-style sentences with basic word order. They are written almost exclusively in present time.
- ✓ Writing tends to consist of a few simple sentences, often with repetitive structure. Topics are tied to highly predictable content areas and personal information. Vocabulary is adequate to express elementary needs.
- ✓ There may be basic errors in grammar, word choice, punctuation, spelling, and in the formation and use of non-alphabetic symbols.
- ✓ Their writing is understood by natives used to the writing of non-natives, although additional effort may be required. When Intermediate-Minus writers attempt to perform writing tasks at the Advanced level, their writing will deteriorate significantly and their message may be left incomplete.

Source: ACTFL Proficiency Guidelines 2012

(http://www.actfl.org/files/public/ACTFLProficiencyGuidelines2012_FINAL.pdf)

Appendix C

Security Screening Process – Background Information

A representative from your organization will provide you with information about obtaining a security clearance.

Contractors requiring security screening will be required to obtain and pay for a security screening check and will have the option of obtaining the screening check from the following:

- OPS VOR arrangement
- RCMP accredited third party agency
- Local police service/OPP

OPS Vendor of Record

You may obtain a general screening check (criminal record (CPIC)) electronically using a secure online system accessible 24/7 through the OPS VOR. A paper-based process through the OPS VOR is also available. Once a check is conducted by the OPS VOR, the check results are sent to CSS, SCO for review and evaluation.

RCMP accredited third party agency or local police service/OPP

You may choose to obtain a general screening check (criminal record check – CPIC) from local police/OPP or an RCMP accredited third party agency. You are advised to call in advance to make an appointment and to obtain instructions on how to obtain a general level check (criminal record check – CPIC).

The screening check report must be:

- Recent (issued within the last 90 calendar days);
- An original hard copy on police service letterhead or certified by a police service if it was obtained through an RCMP accredited third party agency (photocopies/scans are not accepted);

In addition, your CSO will provide you with the contractor screening forms which will require completion (certified photocopied ID is not required).

Your CSO will send the check along with the completed security screening forms to the ministry/Commission public Body (CpB)/IO contract representative, who will submit to CSS, SCO for review and evaluation.

When an individual has resided outside of Canada for more than six (6) months within the last five (5) years, they are required to obtain a police clearance certificate from the country/countries of residence and submit the original certificate(s) for review. If the certificate is not in French or English, the individual is to provide an English translation along with the original certificate.

Additional information may be requested from the individual being checked by CSS, SCO, MGCS to confirm the information provided. In some circumstances, fingerprint checks may be required to verify identity.

CSS, SCO, MGCS will make a security clearance determination based on the information from the security screening check and any subsequent information that may be provided by the individual.

B. Rates and Reimbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable to the Vendor under the Contract shall not exceed a maximum amount for any items or services submitted by the Vendor in response to procurement RFB # tender_6484.

B.2 Rates

The Rates for the Deliverables are set out below and shall remain fixed during the Term of the Contract (including the two extension options of up to two (2) years each):

**SCHEDULE 2 - ATTACHMENT TO MASTER AGREEMENT – NON-OPS ENTITY
ACKNOWLEDGEMENT**

**LTCH PLEASE NOTE THIS HAS BEEN REPLACED WITH THE NON-OPS ENTITY
SEPARATE AGREEMENT THAT HAS BEEN SHARED WITH YOU ON THE MLTCH
PORTAL**

[INSTRUCTION TO SUPPLIER: A signed copy of this Non-OPS Entity Acknowledgement must be received by the Supplier from the Non-OPS Entity (as defined in the Ontario Agreement referenced below) PRIOR TO responding to requests from that Non-OPS Entity. Aside from inserting the information in the applicable fields below, this Non-OPS Entity Acknowledgement may not be amended.]

NON-OPS ENTITY ACKNOWLEDGEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (“**Ontario**”)

FROM: [Instruction: Insert Legal Name of the Non-OPS Entity] (“**We**” or “**Us**” or “**Our**”)

VOR LIST: [Instruction: Insert VOR arrangement name, as well as any identifiers (i.e. VOR Arrangement number).] (“**VOR List**”)

NAME OF SUPPLIER: [Instructions: Insert Supplier’s Full Legal Name.] (“**Supplier**”)

BACKGROUND:

A. The Supplier and Ontario entered into an agreement for the Supplier, as a Supplier under the VOR List, to supply certain products or services, or both, (the “**Deliverable**”) to Ontario (the “**Ontario Agreement**”).

B. The Supplier is also required under the Ontario Agreement, subject to the terms of that Ontario Agreement, to consider requests from Non-OPS Entities (as defined in the Ontario Agreement) to make Deliverables available to Non-OPS Entities.

C. In order for the Supplier to consider requests from Us, as a Non-OPS Entity, to acquire Deliverables, We must first enter into this Non-OPS Entity Acknowledgement (“**Acknowledgement**”).

INTENDING TO BE LEGALLY BOUND, We acknowledge and agree as follows:

Our Status in Relation to Ontario Agreements. We acknowledge that we are not a party to the Ontario Agreement and that we cannot acquire any Deliverables as a “Client” under the Ontario Agreement. If we wish to acquire products and services from the Supplier, We acknowledge that we must enter into a separate agreement with the Supplier (“**Non-OPS Entity Agreement**”).

Non-OPS Entity Agreement. Despite any actions taken by Ontario to provide us with access to the Supplier and to the VOR List, We remain solely responsible for negotiating the terms and conditions of Our Non-OPS Entity Agreement, including the responsibility for ensuring that the Non-OPS Entity Agreement contains business, legal or other terms and conditions as may be necessary or desirable for us.

We acknowledge that legal and other professional advice provided to Ontario with respect to the establishment of the VOR List and the Ontario Agreement was solely for the benefit of Ontario to take into account Ontario’s specific legal and other concerns, and may not be applicable to or appropriate for, and may not address, in whole or in part, any of Our concerns or the concerns of any other third party.

We acknowledge that legal counsel for Ontario recommends that we obtain independent legal representation and receive independent legal advice, as well as other required independent professional advice, prior to executing any document or entering into any contract or agreement with, or acquiring any products or services from, the Supplier. Without limiting the generality of the above, We acknowledge that legal counsel for Ontario recommends that We should obtain independent legal advice about: the legal responsibilities and liabilities arising from so doing, the possible adverse consequences of so doing, the nature of those agreements and documents, and the clauses in those agreements and documents; and the opportunity to be advised independently by counsel against signing the documents or acquiring any products or services on the same or similar terms of the Ontario Agreement or under any arrangement.

Procurement Processes. We understand that the Supplier was selected by Ontario to enter into the Ontario Agreement pursuant to an open and competitive procurement process. We acknowledge that any differences between the terms and conditions of the Ontario Agreement and the terms and conditions of Our Non-OPS Entity Agreement may affect whether the selection of the Supplier and the procurements made under Our Non-OPS Entity Agreement meet the procurement rules, regulations, obligations or processes to which we are subject. We acknowledge that we are solely responsible for ensuring that the selection of the Supplier and the procurements made under Our Non-OPS Entity Agreement comply with any and all procurement rules, regulations, obligations and processes to which we are subject.

Ontario Not Liable for Our Relationship with Suppliers. We acknowledge and agree as follows:

- (a) Ontario does not endorse, recommend or approve the suitability of, and We are solely responsible for conducting Our own independent assessment (including obtaining Our own professional advice (which may include legal and business advice) as may be necessary and appropriate in Our specific circumstances) to determine the suitability of: (i) the Supplier as a Supplier to Us; (ii) the procurement

process used to establish the VOR List or for ordering or acquiring Deliverables under the process established for any VOR List; and (iii) the terms and conditions of the Ontario Agreement as a basis for, in whole or in part, any Non-OPS Entity Agreement or any other resulting or related relationships or agreements between Us and the Supplier.

- (b) Ontario makes no representation, assurance, warranty, or guarantee: (i) that a Supplier will enter into a Non-OPS Entity Agreement with us; or (ii) of the value or volume of products or services that may or will be sold, if any, to us.
- (c) Ontario will not: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Non-OPS Entity Agreement or any resulting or related relationship or agreement between Us and the Supplier; or (ii) be responsible or liable to Us for, and nothing in any agreement between Us and any Supplier shall have the effect of imposing or resulting in the imposition of, any costs, obligation, liability or covenant on Ontario for any matter arising under or in connection with: (1) the VOR List; (2) any Deliverable; (3) the Ontario Agreement or any related documentation; (4) any access to the VOR List or the Ontario Agreement, or related documentation or information; (5) any Non-OPS Entity Agreement; (6) any act, error or omission of the Supplier (including the provision or non-provision of any Deliverables or other products or services by the Supplier); or (7) this Acknowledgement.
- (d) We shall not, in relation to or under any Non-OPS Entity Agreement or under any resulting or related relationship or agreement between Us and the Supplier, bring any cause of action, action, claim, demand or lawsuit against Ontario or any of its personnel as a result of: (i) any act, error or omission of the parties to any Non-OPS Entity Agreement; or (ii) any act, error or omission of Ontario or any of its personnel.
- (e) Any obligations, costs or liability arising under or in connection with any Non-OPS Entity Agreement or any resulting or related relationships or agreements between us and the Supplier shall remain with us and the Supplier.
- (f) We are solely responsible for our own contract administration with the Supplier and shall not direct any issues that may arise with the Supplier to Ontario.
- (g) For the purposes of any Non-OPS Entity Agreement, We acknowledge that we have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.

Data and Documentation. We agree to provide to Ontario, at Ontario's request, any data and documentation about our acquisition of products and services from the Supplier. Despite any provision contained in any Non-OPS Entity Agreement, We consent to the disclosure, at any time and from time to time, by Ontario of such data and documentation to Ontario's directors, officers, advisors, agents, appointees and employees and to members of the Executive Council of Ontario, and their directors, officers, advisors, agents, appointees and employees.

Access to VOR Lists, Supplier/Ontario Agreements and Deliverables. Ontario, in its sole discretion, may delay, restrict or choose to not renew access by us to information

regarding the VOR Lists, the Ontario Agreement and the products and services provided by the Suppliers to Ontario on the VOR List.

Confidentiality. We acknowledge that information of a confidential nature to Ontario or the Supplier, regardless of whether it is identified as confidential or not (“**Confidential Information**”) may come into our knowledge, possession or control. We shall: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of Our directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of products and services from the Supplier (the “**Purpose**”) and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of Ontario’s Ministry of Government and Consumer Services (“**MGCS**”) and (ii) in respect of any Confidential Information about the Supplier or any other third-party, the written consent of the Supplier and any such other third-party; (d) provide Confidential Information to MGCS on demand; and (e) return all Confidential Information to MGCS before the end of the term of the Ontario Agreement, with no copy or portion kept by Us. We shall not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by Us, We shall reproduce all notices which appear on the original. If We or any of Our directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Confidential Information, We will provide MGCS with prompt notice to that effect in order to allow MGCS to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and We shall co-operate with MGCS and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, We will disclose only that portion of Confidential Information which We are legally compelled to disclose, only to such person or persons to which We are legally compelled to disclose, and We shall provide notice to each such recipient (in co-operation with legal counsel for MGCS) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Acknowledgement and, if possible, shall obtain each recipient’s written agreement to receive and use such Confidential Information subject to those terms and conditions.

The undersigned has read and understands this Acknowledgement and enters into it as of the _____ day of _____, 20__.

Non-OPS Entity: _____

By (signature):

Print Name:

Title:

I have authority to bind the Non-OPS Entity