

# Request for Quotation

For Consulting Services to conduct Detailed Data Analysis  
and Modelling to Support an Integrated Dashboard Project  
RFQ# RQ220-2018-02

## Canadian Partnership Against Cancer

145 King Street West, Suite 900

Toronto, ON, M5H 1J8

BID ISSUE DATE:	Wednesday June 27, 2018
DEADLINE FOR QUESTIONS:	Tuesday July 10, 2018
RESPONSE TO QUESTIONS:	Wednesday July 11, 2018
BID DUE DATE AND TIME:	Tuesday July 17, 2018, no later than 3 pm ET (Toronto Local Time)
RESPONDENTS NOTIFIED:	Wednesday July 25, 2018

## Table of Contents

About Us .....	3
Introduction .....	3
Detailed Scope of Work .....	3
Instruction to Bidders .....	5
Withdrawal .....	5
Rejection .....	5
Reserved Rights.....	5
Prices.....	6
Contract Term .....	6
Submission Deadlines .....	6
Submission Questions and Clarifications.....	6
Electronic Submissions.....	6
Selection Criteria.....	7
Bid Content .....	7
Appendix A: Terms and Conditions.....	8
Appendix B: Form of Offer .....	17
Appendix C: Pricing Sheet .....	20
Appendix D: Dashboard Reports.....	21

## About Us

As the steward of the [Canadian Strategy for Cancer Control](#), the Partnership works with partners to reduce the burden of cancer on Canadians. Our partner network – cancer agencies, health system leaders and experts, and people affected by cancer – brings a wide variety of expertise to every aspect of our work. After 10 years of collaboration, we are accelerating work that improves the effectiveness and efficiency of the cancer control system, aligning shared priorities and mobilizing positive change across the cancer continuum. From 2017-2022, our work is organized under five themes in our [Strategic Plan](#): quality, equity, seamless patient experience, maximize data impact, sustainable system. The Partnership continues to support the work of the collective cancer community in achieving our shared 30-year goals: a future in which fewer people get cancer, fewer die from cancer and those living with the disease have a better quality of life. The Partnership was created by the federal government in 2006 to move the Strategy into action and receives ongoing funding from Health Canada to continue leading the Strategy with partners from across Canada. Visit [www.partnershipagainstcancer.ca](http://www.partnershipagainstcancer.ca).

## Introduction

The Partnership has begun an initiative to implement an integrated dashboard reporting system. Two initial projects are currently underway;

- 1) A Master Data Analysis project to identify key data, process and system gaps that will be required to support the integrated dashboard reporting implementation;
- 2) A technical assessment analysis of the Microsoft Power BI tool

As a follow-on from the Master Data Analysis work, the Partnership requires the consulting services of a vendor to assist with detailed data analysis and modelling to support the implementation of an integrated dashboard reporting system. The work will focus on collecting the data requirements and developing the approach for the Partnership to collect data and populate dashboard reports to its various internal & external audiences. A high-level release schedule of dashboard reports can be found in Appendix D. Dashboard releases 1 through 3 are in scope.

## Detailed Scope of Work

Using industry best practices and working collaboratively with the Partnership and other external vendors, the successful Proponent will be responsible for the following activities, deliverables and timelines to support the implementation of dashboard releases 1, 2a, 2b, & 3.

No.	Activity	Deliverable(s)	Approx. Timeline
1	Review documentation provide by the Partnership to understand current state		Week 1
2	Initial meeting(s) with project team to confirm project scope, approach and activities to support the timely implementation of dashboard releases outlined in Appendix D	<ul style="list-style-type: none"> <li>Statement of Work</li> </ul>	Week 1-3
3	For each dashboard release, facilitate meetings with internal stakeholders to confirm data requirements for collecting, cleaning and processing/transforming data for key performance indicators (KPIs) identified in the dashboard release.	<ul style="list-style-type: none"> <li>Agenda &amp; meeting materials</li> </ul>	TBD
4.	For each dashboard release, develop all necessary data models to efficiently support the processes for calculating and/or transforming the data	<ul style="list-style-type: none"> <li>Data standards for data sources</li> <li>A data dictionary</li> <li>Source and target data models and metadata</li> <li>Intermediate data models and metadata as required to support processing</li> </ul>	
5	For each dashboard release, develop documentation to support integrated dashboard development and implementation	<ul style="list-style-type: none"> <li>Mapping or schematic of data relationships between KPIs and dashboard reports</li> <li>Processes for collecting, cleaning and processing or transforming data for calculating KPIs</li> <li>Business terminology for dashboard audience(s) and data models</li> </ul>	TBD
6.	Support an internal Partnership team and external vendor(s) with dashboard UI/UX design using the Microsoft Power BI tool	<ul style="list-style-type: none"> <li>Support implementation activities of each dashboard release</li> </ul>	TBD

## Out of Scope

The following activities should be considered out-of-scope.

- Dashboard development
- Establishment of internal data governance mechanisms
- Work related to dashboard releases 4 & 5

## Instruction to Bidders

### Withdrawal

No bidder may withdraw its bid after the bid due date and time unless the award of contract is delayed for a period exceeding sixty (60) calendar days. However, the Partnership may reject any or all bids for good cause.

### Rejection

The Partnership reserves the right to reject any or all submissions, portions or parts thereof in its absolute discretion, and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

### Reserved Rights

The Partnership, without liability, cost or penalty reserves the right to:

- amend or supplement this RFQ at any time prior to five (5) calendar days before the Submission Deadline;
- issue a new RFQ in connection with the provision of services similar to or identical to the services described in this RFQ;
- make public the names of any or all Proponents;
- verify with any third party any information set out in a submission;
- check references other than those provided by any Proponent;
- disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
- make changes, including substantial changes, to this RFQ provided that those changes are issued in the manner set out in this RFQ;
- accept any submission in whole or in part;
- accept submission from more than one Proponent;
- cancel this RFQ process at any stage and/or issue a new RFQ for the same or similar services or deliverables;
- adjust the scoring of or reject a Proponent's Proposal on the basis of:
  - (i) a financial analysis determining the actual cost of the submission when considering factors including quality, service, price and transition costs arising from the replacement

- of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
- (ii) information provided by references;
  - (iii) the information provided by a Proponent pursuant to the Partnership exercising its clarification rights under this RFQ process; or
  - (iv) other relevant information that arises during this RFQ process; or
- waive formalities and accept submissions that substantially comply with the requirements of this RFQ.

### **Prices**

Each bid item will be priced. Unit prices, if requested, shall govern in case of extension error.

### **Contract Term**

The successful Proponent will be awarded a contract for an initial 6-month period starting in July 2018 to December 2018 with an option for an additional 6-month term from January 2019 to June 2019, if required.

### **Submission Deadlines**

All submissions for responding to this request must be submitted on electronically, as stated below, no later than:

**Tuesday July 17, 2018, no later than 3 pm ET  
(Toronto Local Time)**

### **Submission Questions and Clarifications**

You may contact the following person if you have any questions or require clarification on any topics covered in this Request For Quotation, using RQ220-2018-02:

**Teresa DeFrenza**

Email: [procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)

### **Electronic Submissions**

The Partnership requires that an electronic copy be submitted for each proposal. Electronic submissions in response to this Request for Quotation must be sent to:

**Teresa DeFrenza**

Vendor Services Analyst

Canadian Partnership Against Cancer

Email: [procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)

## Selection Criteria

Each submission will be evaluated as follows:

Evaluation criteria	Weight
Relevant Experience and expertise of proposed team members demonstrating data modelling and mapping	35%
Project Work Plan	25%
Pricing	40%
Total	100%

## Bid Content

Include a list of all the items that should be included with the submission. Eg. Signed form of offer, Breakdown of Price, Company History, CV's, etc **Maximum Length – 20 Pages**

## Appendix A: Terms and Conditions

### Background:

The funding for this Agreement provided by the Partnership is, in whole or in part, obtained pursuant to a funding agreement (“Health Canada Funding Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (“Minister”);

The Health Canada Funding Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The Contractor acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The Parties agree that the following terms and conditions are included in addition to any other terms of the Agreement:

#### 1. Definitions:

In this Agreement:

- a) “Agreement” means this agreement and all schedules and any amendments made to this agreement in accordance with its terms;
- b) “Amount” means the amount expressed in the Agreement to be payable to the Contractor for the Work;
- c) “Party” means the Partnership or the Contractor or any other signatory to the Agreement and “Parties” means all of them.

#### 2. Accounts and Audit

- a) The Contractor shall keep proper and accurate Work-related accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Partnership, dispose of any such accounts and records, including invoices, receipts or vouchers, until the

expiration of six (6) years after final payment under this Agreement, or until the settlement of all outstanding claims and disputes, whichever is later.

- b) All such accounts and records shall at all times during the retention period referred to in subsection **Error! Reference source not found.** be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada to confirm compliance with this Agreement and the appropriate use of funds, who may make extracts from and/or make copies thereof. The Contractor shall provide access to its premises and reasonable facilities for such audits, inspections and examinations and shall furnish all such information as the representatives may from time to time require with respect to such accounts and records. The Partnership shall be entitled to monitor and review the Work through site visits or other means.

#### 3. Appropriation

Each payment to be made under the Agreement at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

#### 4. Assignment

- a) The Contractor shall not assign this Agreement or any payment, right or obligation hereunder without the prior written consent of the Partnership. Any assignment made without that prior written consent is void and of no effect.
- b) No assignment of this Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership. This Agreement binds the Parties and their respective successors and permitted assigns.

## 5. Changes

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Parties decide that modifications to the Work or to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Parties, provided that no increase shall be made to the maximum Amount payable hereunder and further provided that no other term of this Agreement may be altered in this fashion.
- b) If the change is greater than 15% or \$50,000 of the maximum Amount payable, whichever is lesser, or if the maximum Amount payable changes, the formal amendment process, signed by the approved delegated authority, shall apply.
- c) If the Partnership, acting reasonably, determines that modifications to the Work are needed (including substituting deliverables), the Contractor shall use commercially reasonable efforts to accommodate the Partnership's request for modifications in a manner that avoids changing the maximum Amount payable.

## 6. Communications

- a) If this Agreement requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice;
- b) Any person related to the Contractor shall, where appropriate, ensure that: (i) communication, announcements or documents for the general public concerning services, programs, projects or activities are provided in both official languages; (ii) any services, programs, projects or activities to be delivered by the Contractor to the general public are delivered in both official languages; (iii) any services provided to official language minority communities are provided in a manner that they may participate in these services on a basis comparable to the majority language community; and (iv) consultations with stakeholders on services, programs, projects or activities encourage participation in both official languages, as well as representatives from official language minority communities.

## 7. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations and policies relating to the performance of the Work including, without limitation, those concerning privacy and confidentiality, health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Partnership at such times as the Partnership may reasonably request.

## 8. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with this Agreement, or acquired by the Contractor in the course of performing the Work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Agreement, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause those with whom it shares such information, during as well as after the performance of any Work under this Agreement, any information to which the Contractor becomes privy as a result of acting under the Agreement.
- b) This section does not apply to any information that:
  - i. is publicly available from a source other than the Contractor;
  - ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information; or
  - iii. is required to be disclosed by law or by court or other lawful authority.
- c) If the Contractor is required, by law or by a court or other lawful authority, to disclose the Partnership's confidential information, the Contractor shall: promptly notify the Partnership before making any such disclosure, if such notification is not prohibited by law, the court or other lawful authority; cooperate with the Partnership on the proposed form and nature of the disclosure; and ensure that any disclosure is made in accordance with the requirements of

applicable law and within the parameters of the specific requirements of the court or other lawful authority.

- d) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the Work and any copies of the information, in any form whatsoever.

**9. Conflict of Interest and Government Contracting**

- a) The Contractor represents and warrants that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the Term, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Agreement that no individual who is subject to the provisions of the *Conflict of Interest Act*, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector* or any other values and ethics codes applicable within provincial or territorial governments or specific organizations shall derive a direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.
- c) The Contractor represents and warrants that the Contractor, and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
- d) The Contractor represents, warrants and covenants that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a member of the family of such a person with a view to influencing the entry into this Agreement or the administration of this Agreement.
- e) The Contractor acknowledges and agrees that the Partnership will provide the Minister with access to this Agreement.

**10. Relationship of the Parties**

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership or joint venture between the Parties. The Contractor shall not represent itself (including in any agreement with any third party) as the agent, employee or partner of the Partnership or in a manner that could lead a member of the public to believe that the Contractor is an agent, employee or partner of the Partnership. The Contractor shall be solely responsible for any and all deductions and payments required to be made from or to employees, including those required for Canada or Quebec pension plans, employment insurance, worker's compensation and income tax.

**11. Dispute Resolution**

If the Parties have a dispute relating to any matter subject to this Agreement, the Parties shall deal with that dispute through court action.

**12. Entire Agreement**

The Agreement, including its schedules, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all previous agreements, understandings, negotiations and discussions, both oral and written, between the Parties unless they are incorporated by reference in this Agreement. All amendments to this Agreement are to be made in writing and signed by the Parties.

**13. Further Assurances**

The Contractor shall do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Agreement.

**14. Indemnification**

- a) The Contractor shall indemnify and save harmless the Partnership and its directors, officers, employees, agents, successors and assigns from and against all claims, losses, damages, costs, expenses, including solicitor/client fees, administrative fees and disbursements, causes of action, actions and

other proceedings ("Claims"), made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any environmental effect, injury to or death of a person or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership and for the use of an invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under this Agreement, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to this Agreement, except that the Partnership will not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Partnership or its employees or agents.

- b) The Contractor's obligation of indemnity or reimbursement of the Partnership under this Agreement shall not affect or prejudice the Partnership from exercising any other rights it has under law.
- c) To the extent that any third party, in reliance upon representations made by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the Contractor shall indemnify and save harmless the Partnership for any Claims occasioned thereby by such third party.
- d) The Contractor shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Contractor in carrying out the Work under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

#### 15. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Agreement except to the

extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

#### 16. Inspection of the Work

- a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of this Agreement, if any, prior to acceptance. The Partnership or its representatives, shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Agreement, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Partnership shall inform the Contractor of the reasons for any such rejection.
- b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct. Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of this Agreement.
- c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of this Agreement and for any period of time thereafter provided for in this Agreement.

#### 17. Intellectual Property

- a) Intellectual property developed for this Agreement shall vest in and be owned by the Partnership.
- b) The Partnership shall have a nonexclusive

royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for this Agreement.

- c) conditions that must be met before payment is made and the schedule and basis of payment; and
- d) the maximum amount payable.

### 18. Invoicing

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, which shall include the following information:
  - i. Contractor name and address;
  - ii. Number assigned by the Partnership, if any, to this Agreement;
  - iii. Contractor's Invoice Number and Date;
  - iv. Name of the individual at the Partnership supervising this Agreement;
  - v. Period in which services were rendered;
  - vi. Deliverables and/or milestones completed and attached (when applicable); and
  - vii. Total amount for services rendered, HST shown separately.
- b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in this Agreement.

### 19. Language

The parties confirm it is their wish that this Agreement be drawn up in the English Language. Les parties confirment qu'ils souhaitent que le présent accord soit rédigé en anglais.

### 20. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

### 21. Minimum Information in this Agreement

This Agreement shall include the following minimum information:

- a) a description of the Work, a budget, the Amount to be paid and clear expectations as to the results expected through carrying out the Work;
- b) the effective date, the date of signing and the term of this Agreement;

If at any time it is discovered that this Agreement does not contain all or any part of the minimum information required, the Parties shall use their best efforts in good faith to amend this Agreement to include the information that is missing.

### 22. Notices

Where in this Agreement any notice, demand, request, direction or other communication is required to be given or made by a Party, it shall be in writing and is effective if sent by any means, including electronic means, addressed to the Party for whom it is intended at the address mentioned in this Agreement, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Party, if by electronic means, one business day after having been sent and if by mail, five business days after being mailed. The address of a Party may be changed by notice in the manner set out in this provision.

### 23. Payment

- a) Payments under this Agreement, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work, to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.
- b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.
- c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation or the performance of this Agreement by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.
- d) Notwithstanding any other provision of this Agreement, no payment shall be made to the Contractor unless and until, with respect to all

parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

**24. Powers of the Partnership**

Every right, remedy, power and discretion vested in or acquired by the Partnership under this Agreement or by law shall be cumulative and non-exclusive.

**25. Proactive Disclosure**

- a) Information contained in this Agreement in relation to the following data elements: Contractor name, reference number, Agreement date, description of Work, Agreement period or delivery date, and Agreement value, may be posted on the Partnership's website. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on the website.
- b) This "public disclosure" is intended to ensure that Agreement information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

**26. Reporting**

- a) The Contractor shall provide the Partnership with such progress reports, including financial matters, as are called for on the Work under this Agreement and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in this Agreement, the form and substance of the progress report shall be acceptable to the Partnership.
- b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the Work for a specified period of time (no more than a 12 month period).
- c) The Partnership may withhold or reduce any payments to be made to the Contractor under this Agreement if any report has not been submitted by the Contractor in accordance with the requirements of this Agreement.

**27. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

**28. Status and Replacement of Personnel**

- a) If at any time during the Term the Contractor is unable to provide the services of any person who was to perform the Work, it shall immediately advise the Partnership and provide a replacement person with similar qualifications and experience.
- b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.
- c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

**29. Subcontracting**

- a) Unless otherwise provided in this Agreement, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any time. The Partnership shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in this Agreement.
- c) Any consent to a subcontract shall not relieve the Contractor from its obligations under this Agreement or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

**30. Survival**

All obligations of the Contractor shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature expire.

**31. Termination Due to Default**

- a) The Partnership may, by notice to the Contractor, terminate this Agreement if:

- i. the Contractor becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved;
  - ii. the Contract has made materially false or misleading representations or statements, or provided materially false or misleading information to the Partnership on any matter related to this Agreement, other than in good faith (the Contractor shall demonstrate good faith);
  - iii. the Contractor fails to perform or comply with any term, condition or obligation under this Agreement; or
  - iv. in the opinion of the Partnership, the Contractor fails to proceed diligently with the Work so as to jeopardize performance of this Agreement in accordance with its terms.
- b) If the Partnership terminates this Agreement under sub-section a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for any excess costs relating to the completion of the Work.
- c) Upon termination of this Agreement under sub-section a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work that has not been delivered and accepted prior to such termination and any materials or work-in-process that the Contractor has specifically acquired or produced for the fulfillment of the Agreement. The Partnership shall pay the Contractor for all finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work.

Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.

- d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
- e) If, after the Partnership issues a notice of termination under subsection a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled "termination or Suspension Without Cause" and the rights and obligations of the Parties shall be governed by that section.

### **32. Termination or Suspension Without Cause**

- a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Agreement may be given subsequently.
- b) All Work completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of this Agreement.
- c) All Work not completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership to the Contractor on the following terms:
  - i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Agreement or approved in writing by the Partnership for the purpose of the Agreement, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of this Agreement;
  - ii. all costs of and incidental to the termination of this Agreement, including the cost of

cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.

- d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part thereof so terminated.
- e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
- f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

### 33. Time of the Essence

- a) Time is of the essence of this Agreement.
- b) Any delay by the Contractor in performing the Contractor's obligations under this Agreement which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to

overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.

- d) Notwithstanding that the Contractor has complied with the requirements of this section, the Partnership may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause".

### 34. Waivers

The fact that the Partnership refrains from exercising a remedy or right that it is entitled to exercise under this Agreement shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on the Partnership shall not prevent it in any way from later exercising any other remedy or right under this Agreement or applicable law, unless the Partnership waives such remedy or right in writing.

### 35. Warranty

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of this Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of this Agreement, provided that with respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsection a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of

the Work found to be defective or not in conformance with the requirements of this Agreement.

VERSION – February 2017

**36. Counterparts**

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and all counterparts taken together shall constitute one and the same Agreement.

## Appendix B: Form of Offer

THIS BID IS SUBMITTED BY

BIDDER NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price(s) entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

\_\_\_\_\_

### Proposed Team (please attach CV):

Name: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Responsibility: \_\_\_\_\_

**Information for Key Contact Personnel:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

**References**

*Each Bidder must provide references from three (3) different clients (excluding the Partnership) who have obtained services similar to those required in this RFQ from the Bidder within the last three (3) years.*

*The Partnership is not required to contact all references provided by the bidder. In addition, references other than those provided by the bidder (including but not limited to Partnership staff) may be contacted to obtain additional information that will be used in evaluating the Bidder's past performance.*

*Past performance will be evaluated on a pass/fail basis. Items to be evaluated include but is not limited to:*

1. *Conformance to contract requirements*
2. *Adherence to contract schedules*
3. *Cost Performance*
4. *Risk Management*
5. *Reasonable and Cooperative behavior (Business relations)*
6. *Commitment to Customer Service*
7. *Concern for the interest of the Customer*

Name of Company: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Name of contact Personnel: \_\_\_\_\_

Service Provided: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Name of contact Personnel: \_\_\_\_\_

Service Provided: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Name of contact Personnel: \_\_\_\_\_

Service Provided: \_\_\_\_\_

**Proponent's relevant experience and qualifications in delivering the Services similar to those required (please fill in here or attach separate sheet with information):**

## Appendix C: Pricing Sheet

Please provide a breakdown of the price for the listed each phase of work outlined below.

Work Phase	Role and Estimated Effort (Hours)	Estimated Cost
Planning, Project Initiation and Kick-off Sessions		
Initial meetings with project teams to confirm data requirements for dashboard releases		
For each dashboard release, develop all necessary data models to support the collection and processing of data.		
For each dashboard release, develop documentation to support development and implementation		
Support the UI/UX design of each dashboard release.		

## Appendix D: Dashboard Reports

# Integrated Dashboard Project – Proposed Release Schedule

June 12, 2018

