



Ministry of Community Safety and Correctional Services

Request for Tenders

For

**the Supply and Delivery of
Hair Picks and Single Blade Razors for Use in Institutions**

Request for Tenders No.: MCSCS-00018-09/10

Issued: June 26, 2009

**Tender Submission Deadline: 11:00:00am (Toronto time) on
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1. PART I – INTRODUCTION

1.1 Invitation to Bidders

This Request for Tenders ("RFT") is an invitation to prospective Bidders to submit Tenders for the supply and delivery of **Hair Picks and Single Blade Razors for Use in Institutions**, as further described in Part 2 - The Deliverables ("the Deliverables"). This RFT is issued by Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services (the "Ministry") for the supply and delivery of Hair Picks and Single Blade Razors for institutional use by Client Facilities throughout Ontario operated by the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services, (MCYS) respectively.

1.2 Type of Contract For Deliverables

From this RFT process, the Ministries intend to select one or more Bidder(s) for the purpose of establishing Agreement(s) for the supply and delivery of Hair Picks and Single Blade Razors for institutional use throughout Ontario, on an as-and-when required basis, in accordance with the Terms and Conditions of this RFT.

The selected Bidder(s) will be required to enter into an Agreement(s) with (i) the Ministry of Community Safety and Correctional Services and (ii) the Ministry of Children and Youth Services for the provision of the Deliverables, each in the form attached as Appendix A to this RFT.

The term of the Agreement(s) is to be for a period of two (2) years commencing upon execution of the Contract up to March 31, 2011 with an option in favour of the Ministries to extend the Agreement(s) on the same terms and conditions for two (2) additional terms of up to one (1) year each. It is anticipated that the Agreement(s) will be executed on or around August 15, 2009.

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its Tender or after receiving notice of selection, may be disqualified.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Ministries make no guarantee of the value or volume of work to be assigned to the selected Bidder(s). The Agreement(s) executed with the selected Bidder(s) will not be an exclusive contract for the provision of the described Deliverables. The Ministries may contract with others for the same or similar Deliverables to those described in this RFT or may obtain the same or similar Deliverables internally.

1.4 Contractor Security Screening

Upon notification from the Ministry, which may either be prior to execution of the Agreement(s), the Selected Proponent(s) or Supplier(s) shall require its partners, directors, officers, and shareholders as requested by the Ministry, and employees, agents or sub-contractors who will be providing goods or services to undergo a Security Clearance.

Upon notification, any Selected Proponent(s) or Supplier shall be required to provide the necessary information for each individual requiring security clearance by the Security Services and Contingency Planning Branch (SSCPB) of the Ontario government. Clearance checks must be completed before the Supplier(s) and the Ministry enter into the respective Agreement(s), if applicable.

Reference is made to Appendix H – Security Clearance Checks for further information, including samples of the forms that will be required when security clearance checks are required.

1.5 Agreement on Internal Trade

Bidders should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at www.ait-aci.ca/

1.6 Environmental Considerations

The Ontario Government intends that appropriate environmental protection practices be supported within the private sector. The Ministry therefore encourages you to take an active role in implementing environmentally sound business practices and producing goods and services that lessen the burden on the environment in their production, use and final disposition.

1.7 Definitions

Unless otherwise specified in this RFT, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFT.

“Bidder” means a legal entity that submits a Tender in response to this RFT;

“Business Day” means any working day, Monday to Friday inclusive, 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 Ministries have elected to be closed for business;

“Business Hours” mean 8:30 a.m. to 4:00 p.m. of any Business Day;

“Client” means any designated Ministry representative at the Client Facilities identified in Section 2.4.5 - Delivery Locations – Institution/Youth Centre Listings;

“Client Facility” means the respective facility or facilities identified in Part 2 – Deliverables Section 2.4.5 - Delivery Locations – Institution/Youth Centre Listings of this RFT or such other locations within Central, Eastern, Northern or Western Ontario that the Ministry or MCYS may notify the Supplier(s) from time to time;

“Days” means calendar days and **“days”** has the same meaning;

“Deliverables” refers to the goods and services further described in Part 2 – The Deliverables;

“FOB Destination (FOB)” means the Supplier(s) bears the costs and risks associated with transportation up to and including the offloading of the Deliverables at the locations/dock and the Ministries acceptance of the quality of the delivery;

“Ministries” means the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services;

“Ministry” means the Ministry of Community Safety and Correctional Services;

“Ministry Contact” means Rachel Robert, Senior Procurement Advisor
E-mail: rachel.robert@ontario.ca

“Ministry Representative” means the individual responsible for the management of the Agreement(s) resulting from this RFT process. The Ministry Representative is therefore separate from Ministry Contact defined above;

“RFT” means this Request for Tender issued by the Ministry for the Deliverables, and any addenda thereto;

“Supplier” means the Bidder(s) selected by the Ministry and MCYS in accordance with this RFT for the provision of the Deliverables;

[End of Part 1]

2. PART 2 - THE DELIVERABLES

2.1 Background

The Province of Ontario, through the Correctional Services Division of the Ministry of Community Safety and Correctional Services, and through the Ministry of Children and Youth Services, owns and operates thirty-one (31) institutions and seven (7) Youth Centres (Client Facilities -- see Section 2.4.5 Delivery Locations – Institution/Youth Centre Listings). These Client Facilities include correctional, detention and treatment centres and youth centres.

2.2 Objective

The purpose of this RFT is to invite prospective Bidders to submit Tenders for the provision of the following two (2) Categories of Deliverables for institutional use in various Ministry of Community Safety and Correctional Services and Ministry of Children and Youth Services facilities throughout the Province of Ontario on an as-and-when required basis.

Category 1:	Hair Picks without Handle or Handle Removed by Supplier
Category 2:	Single Blade Razors

The specification requirements of the Deliverables are described in detail below in Section 2.3 of this RFT. Bidders are instructed to carefully review these specification requirements to ensure their proposed Hair Picks and Single Blade Razors comply with the specification requirements. **FAILURE TO COMPLY WITH THE SPECIFICATION REQUIREMENTS OF A PARTICULAR PRODUCT SHALL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S TENDER FOR THAT PARTICULAR PRODUCT.**

Bidders may submit a bid for one or both of the two (2) Categories. Each Category will be evaluated and awarded separately.

Bidders must ensure they complete the appropriate corresponding Category under Appendix C – Rate Bid Form for the Deliverables for which they are submitting a Tender.

Failure to comply with the specification requirements of the deliverables may, subject to the express and implied rights of the Ministries, result in the disqualification of the Bidder's Tender.

2.3 Description of Deliverables

The selected Bidder(s) shall supply and deliver Deliverables that meet the hair pick and single blade razor specification requirements outlined below and will be expected to provide services that will efficiently facilitate the ordering, delivery and payment of these Deliverables.

Bidders are to note that the usage quantities referenced in the tables below are supplied by the Ministries' facilities based on projected yearly estimates. The actual usage volumes will therefore vary. As stated in Section 1.3, the Ministries make no guarantee of the value or volume of work to be assigned to the selected Bidder (s). Volume estimates are provided herein, where available, to give Bidders a general approximation of the anticipated product requirements only and shall **not** be read, in any way, to constitute a guarantee of the quantum or regularity of orders to be placed by a particular Client or Client Facilities.

2.3.1 Deliverables Specifications

This section of the RFT describes in detail the general requirements applicable to all specifications of the Deliverables. Bidders are instructed to carefully review these specifications to ensure compliance with all corresponding specifications identified in the RFT.

2.3.1.1 CATEGORY #1: Hair Picks without Handle or Handle Removed by Supplier

CATEGORY #1 – HAIR PICKS WITHOUT HANDLE OR HANDLE REMOVED BY SUPPLIER	
HAIR PICKS WITHOUT HANDLE or HANDLE REMOVED BY SUPPLIER	
Type	Bidders interested in this category must be able to provide hair picks: • with handles; • soft nylon or plastic; • that are pliable/flexible/bendable; • that, when the shaft is bent do not break; • NO metal
Size	The proposed length of the hair picks without handle or handle removed by the bidder is to have a maximum of 9 cm in length from the shaft of the hair pick to the tip of the teeth and between 5.08-6.35 cm in width from side to side.
Colour	Any Dark Colour
Packaging	The packaging should contain 10-12 hair picks per poly bag.
Quantity	The Ministries' projected yearly quantity, if this category is awarded, shall be: • 12,094 units of the hair picks

Bidders **must** submit:

- **Ten (10)** actual samples of its proposed hair pick(s) without handle or handle removed Supplier.
- Bidders are entitled to submit bids for more than one type of product per Category. All proposed product must meet the product specifications as specified within RFT. Should Proponents wish to submit alternate products for the hair pick without handle or handle removed by Supplier, the appropriate number of samples **must** be provided for each option proposed.

Each sample should be clearly labelled.

Failure to provide the above shall result in disqualification for this Category. Bidders are directed to Section 3.2.4 - Other Mandatory Requirements for detailed instructions regarding samples.

Should a Bidder's proposed hair pick fail to meet/comply with the above specifications, its Tender **shall be disqualified** for this Category.

Please note that the item bid in this category can be a hair-pick without handles (ie manufactured without handles) or with handles removed by the Supplier prior to delivery.

2.3.1.2 CATEGORY #2: Single Blade Razors

CATEGORY #2 - SINGLE BLADE RAZORS	
Item 1:	Single Blade Razors
Type	The razor must be: • plastic disposable single blade only; • open handle; • one blade; • NO hidden cavities; • non-removable head and handle or if removed, show evident signs of tampering/breaching; • non-removable weld tabs/contoured head moulds or if removed, show evident signs of tampering/breaching; • non-removable blade or if removed, show evident signs of tampering and or blade removal; • individual clear or transparent cap; • flexible grip with no seams to pry apart.
Colour:	The Ministries preference would be BRIGHT in colour, however, will accept any colour, white or clear.
Size	The proposed razors must have the following characteristics: • razor handle to have a minimum length of 8.50 cm and a maximum length of 11.43 cm; • full shaving length of blade to be a minimum of 3.50 and maximum of 3.81 cm in width; • perforated blade.
Security	The razors must show some visibility of stress and/or discoloration when tampered with. The razor blade can easily be viewed as missing if it has been removed and tampered with. Must show some signs/visibility of stress when tampered with on weld tabs/contoured head moulds and along non-removable head and handle for easy detection by staff. Razors must show some visibility of stress for white or clear razors and stress/discoloration for coloured razors. The razors are issued to offenders and then returned to the staff. The offenders must not be able to remove the blade easily and if the offender does tamper with it, then the razor should break and or show some visibility of stress and or discoloration so it is detectable to the Ministries' staff that the razor has been tampered with. The razors must not have more or less than one (1) blade built-in during the manufacturing process.
Packaging	The razors shall be bulk packaged in 100 razors per poly bag.
Quantity	The Ministries' projected <u>yearly</u> quantity shall be: • 1,370,220 single blade razors

Bidders **must** submit:

- **Fifty (50)** actual samples of its proposed single blade razors.
- Bidders are entitled to submit bids for more than one type of product per Category. All proposed product must meet the product specifications as specified within RFT. Should Proponents wish to submit alternate products for the single blade razor, the appropriate number of samples **must** be provided for each option proposed.

Each sample should be clearly labelled.

Failure to provide the above shall result in disqualification for this Category. Bidders are directed to Section 3.2.4 - Other Mandatory Requirements for detailed instructions regarding samples.

Should a Bidder's proposed razors fail to meet/comply with the above specifications, its Tender shall be disqualified for this Category.

2.3.2 Samples of Products

A Mandatory requirement of this RFT as further instructed within Section 3.2.4 of the RFT is that all interested Bidders **must** include **with** their Tender submission the appropriate number of Samples of the Bidder's proposed products as specified within each Category under Section 2.3.1.

Bidders are entitled to submit bids for more than one product per Category meeting specifications of the Deliverables specified within each category. All proposed products options **must** be accompanied by the appropriate number of samples as specified under section 3.2.4.1.1 of the RFT.

2.3.3 Testing of Samples (Pass/Fail Evaluation)

All samples submitted by Bidders will be tested (on a Pass/Fail basis) by members of the Ministries' Evaluation Team and compared to the specification requirements outlined in Section 2.3.1 of this RFT to verify the products' conformity to the specification requirements. For security concerns, the products will be inspected for removable or hazardous components to ensure the products do not pose a potential health or safety hazard to end users as per Section 3.3 of the RFT.

2.3.4 Labelling

The Supplier(s) shall permanently label each Deliverable with the identification of the product being supplied to the Ministries. Where a label cannot be applied on the Deliverables, a label shall be affixed to the poly bag packaging of the Deliverables.

Labelling shall not contain any metal components and shall not be easily removable.

Labels shall identify the following information:

- Manufacturer's name or recognized trademark;
- Type of product and;
- Any other labelling specification required by law and industry standards and/or best practices;
- Product shelf life, where required.

Any Deliverable found to have any of the identification labels omitted may be returned to the selected Bidder(s) for replacement of a suitable labelled product.

2.4 General RFT Requirements

2.4.1 Minimum Order Quantity

There shall be no minimum order quantity. Each Client Facility will order quantities on an as required basis. The liability of the Ministries for payment is limited to the quantities actually ordered and received.

2.4.2 Packaging

2.4.2.1 Individual Packaging

The Deliverables shall be packaged in quantity per case as specified under Appendix C – Rate Bid Form for each Category.

2.4.2.2 Shipping Packaging

All individual shipping containers (box/carton) shall be clearly marked on the outside with requesting Client name, item description, quantity, number of containers, product code and order reference number.

- a) The Supplier will be required to offer products in the case/bag pack sizes as outlined in Appendix C- Rate Bid Form, unless otherwise stated by the Bidder in the space provided in Appendix C – Rate Bid Form with their Tender Submission. The case/bag pack sizes specified in Appendix C – Rate Bid Form are to be used as a guideline to Bidders.
- b) The Supplier shall include a packing slip, attached to the outside of the shipping container with the order reference number (for example, requisition number, purchase order number) and the contents of the shipment.

- c) Deliverables shall be properly packaged to ensure the Deliverables do not get damaged during transportation.
- d) All skids, cartons and boxes used in the provision of the Deliverables must be recyclable. Boxes and/or cartons **shall not** exceed the overall weight of thirty-five (35) pounds. The Ministries reserve the right to reject any shipments received that are in excess of thirty-five (35) pounds in weight for re-packaging by the Supplier(s), at the Supplier(s) expense and no additional cost to the Ministries.
- e) Where more than one container is required per shipment for an order, the Supplier(s) shall number each container consecutively to ensure receipt of all containers (i.e. 1 of 2, 2 of 2).

Unmarked containers received may not be accepted by the Ministry and may be returned at the sole discretion of the Ministry, to the Supplier for re-packaging, at the Supplier's sole expense.

Packaging shall be in accordance with the best commercial standards unless otherwise specified in this RFT or expressly specified by the Ministries.

2.4.3 Free On Board Destination (FOB)

For the purpose of this Contract, the definition of FOB Destination will be as follows: The Supplier shall be solely responsible for the condition of the Deliverables up to and including the offloading of such Deliverables at the Ministry's ship to location/loading dock. Deliveries shall be made FOB Destination, No charge, by the Supplier(s), as and when required throughout the Term of the Agreement and any subsequent extension to any and all participating Client locations province wide.

All applicable surcharges, freight and delivery charges **must be included** in all prices quoted in Appendix C – Rate Bid Form, exclusive of applicable taxes.

2.4.4 Delivery

Deliveries shall be completed and shipped FOB Destination within the prescribed delivery lead-time, as specified under Section 2.4.7 - Delivery Lead-Time, throughout the Term of the Agreement to any of the institutions located within the Province of Ontario as per Section 2.4.5 - Delivery Locations – Institution/Youth Centre Listings, on an as and when required basis for the Term of the Agreement. Delivery quantities will be as specified by the Client at the time of ordering.

Bidders acknowledge that the Delivery Locations – Institution/Youth Centre Listings, Section 2.4.5, is current only as the date of this RFT and that the Ministry may open additional facilities, close and/or move the facilities listed therein, whereby Section 2.4.5 Delivery Locations – Institution/Youth Centre Listings, will be amended to reflect any new locations under the same terms and conditions of this RFT.

Delivery charges shall not be accepted and/or paid if indicated as a surplus charge on the invoice.

2.4.5 Delivery Locations – Institution/Youth Centre Listings

Deliveries shall be made within the Delivery Lead-time as defined in Section 2.4.7 and on Business Days during Business Hours as defined in Section 2.4.6 – Delivery Receiving Hours of this RFT to the following facilities on an as-and-when required basis unless specified otherwise by the Client.

2.4.5.1 Ministry of Community Safety and Correctional Services Facilities

CENTRAL REGION INSTITUTIONS	
Maplehurst Complex P.O. Box 10 661 Martin Street Milton, ON L9T 2Y3	Toronto Jail 550 Gerrard Street East Toronto, ON M4M 1X6
Mimico Correctional Centre 130 Horner Ave., Strn. "N", Box 75 Toronto, ON M8V 3S9	Toronto West Detention Centre P.O. Box 4950 111 Disco Road Rexdale, ON M9W 5L6
Ontario Correctional Institute 109 McLaughlin Road S Brampton, ON L6Y 2C8	Vanier Centre for Women P.O. Box 1040 665 Martin St. Milton, ON L9T 5E6
Toronto East Detention Centre 55 Civic Road Scarborough, ON M1L 2K9	
EASTERN REGION INSTITUTIONS	
Brockville Jail 10 Wall Street Brockville, ON K6V 4R9	Quinte Detention Centre 89 Richmond Blvd. Napanee, ON K7R 3S1
Central East Correctional Centre 541 Highway #36, RR#3 Lindsay, ON K9V 4R3	St. Lawrence Valley Treatment & Correctional Centre 1804 Highway 2 East Brockville, ON K6V 7N2
Ottawa-Carleton Detention Centre 2244 Innes Road Ottawa, ON K1B 4C4	
NORTHERN REGION INSTITUTIONS	
Algoma Treatment and Remand Complex 800 Great Northern Road Sault Ste. Marie, ON P6A 5L8	North Bay Jail 2550 Trout Lake Road North Bay, ON P1B 7S7
Central North Correctional Centre 1501 Fuller Avenue Penetanguishene, ON L9M 2G2	Sudbury Jail 181 Elm Street West Sudbury, ON P3C 1T8
Fort Frances Jail 310 Nelson Street Fort Frances, ON P9A 1B1	Thunder Bay Correctional Centre P.O. Box 1900 Hwy 61 South, Strn. "F" Thunder Bay, ON P7C 4Y4
Kenora Jail 1430 River Street Kenora, ON P9N 1K5	Thunder Bay Jail 285 McDougall Street Thunder Bay, ON P7B 5G3
Monteith Correctional Centre P.O. Box 90 Junction Hwy 11 & 577 Monteith, ON P0K 1P0	

WESTERN REGION INSTITUTIONS	
Brantford Jail 105 Market St. Brantford, ON N3T 6A9	Owen Sound Jail P.O. Box 517 1235 Third Avenue East Owen Sound, ON N4K 5R1
Chatham Jail 17 Seventh Street Chatham, ON N7M 4J9	Sarnia Jail 700 North Christina St. Sarnia, ON N7V 3C2
Elgin-Middlesex Detention Centre 711 Exeter Road London, ON N6E 1L3	Stratford Jail 30 St. Andrew Street Stratford, ON N5Q 1A3
Hamilton-Wentworth Detention Centre 165 Barton Street East Hamilton, ON L8L 2W6	Walkerton Jail 209 Cayley Street P.O. Box 429 Walkerton, ON N0G 2V0
Niagara Detention Centre P.O. Box 1050, Hwy. 58 Thorold, ON L2V 4A6	Windsor Jail 378 Brock Street Windsor, ON N9C 3Y6

2.4.5.2 Ministry of Children and Youth Services Facilities

CENTRAL REGION YOUTH FACILITIES	
Roy McMurtry Youth Centre 8500 McLaughlin Road South Brampton, ON L6Y 2C8	
EASTERN REGION YOUTH FACILITIES	
Brookside Youth Centre P.O. Box 159 390 King Street East Cobourg, ON K9A 4K6	
NORTHERN REGION YOUTH FACILITIES	
Cecil Facer Youth Centre P.O. Box 850, Station B Sudbury, ON P3E 4S3	Justice Ron Lester Youth Centre 2435 Highway 61 Thunder Bay, ON P7B 6V1
Donald Doucet Youth Centre 521 Second Line East Sault Ste Marie, ON P6B 4K2	
WESTERN REGION YOUTH FACILITIES	
Bluewater Youth Centre PO Box 71, Hwy. 21 S. Goderich, ON N7A 3X8	Sprucedale Youth Centre P.O. Box 606 660 Ireland Road Simcoe, ON N3Y 4L8

During the Term of the Agreement(s) including any extension periods, the Ministries may close or relocate Client Facilities from their current locations to other and/or add new locations that may result in a decrease/increase in the number of Client Facilities accessing the Agreement(s) resulting from this RFT process. Where applicable, the Ministries shall make every effort to provide the Supplier(s) with four (4) weeks written notification of changes in the number of Client Facilities accessing the Agreement(s). New locations added will receive pricing for like commodities at the same price as other existing Client Facilities.

2.4.6 Delivery Receiving Hours

Delivery receiving hours shall be between 8:30 a.m. to 4:00 p.m. Local Time on Business Days.

The Ministries will not accept any deliveries made outside of the above receiving hours. Should delivery be attempted outside these hours, the Supplier(s) shall be responsible for delivering the Deliverables the next Business Day during the Business Hours at the Supplier(s) expense and no additional cost to the Ministries.

2.4.7 Delivery Lead-Time

Orders placed directly by the Ministries shall be completed and shipped within a maximum of **five (5) Business Days** from receipt of order unless otherwise specified or arranged by the Ministries. Deliveries shall be made as and when required throughout the Term of the Agreement to any locations within the Province of Ontario, as specified in Section 2.4.5 Delivery Locations – Institution/Youth Centre Listings. Delivery quantities will be as specified by the Ministries.

Orders given by telephone and facsimile accompanied by an order number shall be considered to have been received, as if by mail. Orders shall be completed and shipped by the Supplier(s) within five (5) Business Days and Delivery shall be expected within ten (10) Business Days.

2.4.8 Liquidated Damages

The Supplier(s) agrees that in the event that the Deliverables are not delivered within the time frame as specified in Section 2.4.7, the Ministry shall be entitled to deduct, from the net price of the amount delivered on time, an amount equal to ten percent (10%) of the net price of the undelivered portion of the order.

The Supplier(s) further agrees that in the event the Supplier(s) do not deliver the Deliverables on the day specified or the Deliverables are not in compliance with the terms of the Contract(s), and the Ministry determines, in its sole and absolute discretion, to purchase the same or similar product from another company, the Ministry shall be entitled to deduct an amount equal to the difference between the price at which the product was purchased and the Supplier(s) contracted price. For greater certainty, the Ministry may purchase such product from such other suppliers and in such manner as it may determine is appropriate, in its sole and absolute discretion.

The Supplier(s) agrees that the payments referred to above constitute a fair and reasonable means of compensating the Ministry for losses likely to be incurred by the Ministry for each failure to deliver the required Deliverables. The Ministry's entitlement to any amount provided for above is in addition to, and not in substitution for, any other rights, powers, remedies or authorities that the Ministry has under the Contract(s). The amounts deducted pursuant to this provision do not exclude or limit any other right of the Ministry to be indemnified by the Supplier(s), other than for the circumstances referred to above.

If, upon delivery, the Ministry finds any of the Deliverables in a damaged or defective condition, or not in conformity with the Ministry's order, including, but not limited to, manufacturing defects, imperfections and/or deficiencies, the Ministry shall have the right, exercisable in the Ministry's absolute discretion, not to accept the entire shipment of the Deliverables. The Ministry agrees to report to the Supplier(s) such damage, defect or non-conformity in said shipment of the Deliverables. Upon receipt of the Ministry's report, the Supplier(s) shall forthwith replace the entire shipment of the Deliverables with a new shipment of Deliverables in accordance with the Ministry's original order. The Supplier(s) shall further collect the shipment containing the damaged, defective or non-conforming Deliverables at his cost of pick-up and return delivery and shall continue to bear all risk of damage, defect, or non-conformity of Deliverables until accepted by the Ministry.

2.4.9 Return/Exchange – Appendix E

Bidders should outline in detail, under Appendix E, their return/exchange policy, processes and procedures such as, but not limited to damaged, defective or unacceptable products, product ordered in error and or issuing credits, etc. Credits must be processed in the manner in which the payment was made and within two (2) Business Days of the Supplier being notified of the return by the Client.

Shipping charges for the return and replacement of items under warranty will be the responsibility of the Supplier(s).

If a Deliverable is found to be of incorrect specifications, size or is deemed unsuitable, it shall be replaced with a Deliverable at no additional cost and treated as a special rush order.

In the event that an item ordered fails to meet the Ministry's specifications and or standards, or is not as ordered, the shipping costs are to be at the expense of the Supplier(s). The incorrect Deliverable(s) received shall be returned to the Supplier, freight collect, for full credit. If however, the Ministry ordered in error, the Ministry will pay transportation costs

2.4.10 Quality Assurance Provision

Unless otherwise stipulated in the Agreement, it shall be the Supplier(s) responsibility to satisfy the Ministry that all Deliverables supplied to the Ministries meet any industry standards applicable to that product by law and is in full conformity with the specification requirements of the RFT and all other requirements of the Agreement.

The Ministries will promptly notify the Supplier(s) when any Deliverables are not accepted and such Deliverables will be returned at the Supplier(s) risk and expense.

All Deliverables shall be free from manufacturing defects, imperfections and/or design deficiencies that may affect their operation, appearance or serviceability. In all particulars not covered by this specification and/or the RFT document, production shall be in accordance with good commercial practice. Materials not defined here shall be of the best commercial quality and suitable for the purpose intended.

It is the Supplier(s) responsibility to ensure that the Deliverables' quality is maintained to specification requirements. Defective Deliverables due to product defects shall be returned to the Supplier(s) to be replaced or repaired as deemed acceptable to the Ministries, at no cost to the Ministries. In cases of discrepancies the decision of the Ministries shall be final.

Deliverables received during the Term of the Agreement shall be randomly tested or evaluated by the Ministries. Should it be determined that the Deliverables do not meet the specification requirements, the Supplier(s) shall be responsible for repairing and/or replacing all defective Deliverables under the Agreement(s) at no cost to the Ministries and may be responsible for reimbursement of costs incurred by the Ministries for the testing.

The Supplier(s) shall provide the Ministry Representative with information relevant to product recalls/product concerns immediately upon receipt and not later than itself becoming aware of any product recalls and/or any product concerns, by telephone and is required to forward written correspondence by e-mail within two (2) days of notification.

2.4.11 Substitutions and Revisions

The Supplier(s) may not substitute or revise other Hair Picks or Single Blade Razors for those identified in its Tender without the prior written approval of the Ministries.

Any proposal by the Supplier(s) to substitute any Deliverables during the Term of the Agreement(s) shall be submitted in writing to the Ministry Representatives for consideration. The Ministries shall exercise its sole and absolute discretion in deciding to accept or reject any such proposal. If the Ministries are in agreement with suggested substitutions or revisions, the Ministry Representative will advise the Supplier(s) in writing. Such proposed changes must meet the corresponding RFT specifications, health and safety requirements, and shall be of equal or greater quality to the original. No price escalation will be allowed.

Should the Deliverables be discontinued, the Supplier(s) is required to immediately notify the Ministry Representative in writing of becoming aware of the Deliveries becoming discontinued. The Supplier(s) will also assist the Ministries by suggesting an alternate Deliverable that meets the required specification requirements as detailed in Section 2.3 of this RFT and will be available for purchase at the same price.

The Supplier(s) shall not release any substitute Deliverables to the Ministries without the prior written approval of the Ministries.

In the case Ministries deem the products delivered by the Supplier(s) to have deviated from the required specification requirements and acceptable tolerances and/or if the products delivered are not as per samples provided by the Bidder(s) and/or if the Ministries deem that the products delivered may pose a health hazard or security risk to end users, the Ministries will consider the products shipped as a substitution.

Failure to obtain this approval prior to the implementation of any substitution and or revisions may result in the rejection of shipment and may result in termination of the Agreement(s) without liability to the Ministries.

All requested substitutions will require testing by the Ministries to ensure adherence to specifications and for health and safety concerns.

2.4.12 Pricing

Prices quoted shall be in Canadian funds and shall remain **firm** for the first two (2) years of the Agreement and **firm** for the third and fourth years of the Agreement. Therefore, Bidders will be providing two sets of pricing, one for the first term of the Agreement (Years 1 and 2) and one for the extension periods of the Agreement (Years 3 and 4).

Requests for price increases due to fluctuating exchange rates will not be entertained. It is the Bidder's responsibility to take these types of situations into account and bid accordingly.

Prices quoted on Appendix C – Rate Bid Form shall be based on Deliverables meeting the specifications of the RFT.

Pricing, on the Rate Bid Form, attached as Appendix C, must be submitted in a separate sealed envelope, labelled appropriately.

Each Deliverable Category has its own Appendix C – Rate Bid Form and will be evaluated and awarded individually. Therefore, Bidders must ensure they complete the appropriate corresponding Appendix C – Rate Bid Form.

Bidders are entitled to submit bids for more than one type product per category meeting the RFT specifications. Where a Bidder proposes more than one type of product for a category within their tender submission, the Bidder must insert pricing for the alternate product(s) in the same manner and format as reflected under the Rate Bid Form.

Unit pricing must include any applicable customs, duties and any required licenses for the purpose of importing, excluding the Goods and Services Tax (GST) and the Provincial Sales Tax (PST).

Provincial Sales Tax (PST) will be applicable at the time of order.

2.4.13 Insurance Requirements

Bidders are directed to the insurance requirements set out in Article 7 of the Form of Agreement attached to this RFT as Appendix A. The Rates are to be inclusive of all insurance costs.

The Supplier(s) must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement(s).

2.4.14 Current Methods of Order, Invoicing, Payment

Individual orders are issued directly by the Ministry, on an as and when required basis. The Ministry shall have the capability of ordering the Deliverables in a variety of ways, including, by phone which may reference a purchase order or the Ministry's Procurement Card (P-Card) number, typed correspondence such as e-mail or written instructions sent by facsimile or by mail.

- The P-Card will be the preferred method of payment for these Deliverables. Currently, the P-Card service provider to the Ontario Government is the Bank of Montreal MasterCard. However, the selected bidder(s) will also agree and accept that, should the P-Card service provider change during the term of the Agreement(s), it will accept the new P-Card and shall promptly make appropriate arrangements with the new P-Card service provider upon notice from the Ministry of this change.
- Should the selected bidder(s) not have the ability to accept the P-Card prior to the commencement of the Agreement(s), the selected bidder(s) shall ensure that all accounting systems and processes to accept the P-Card are in place within thirty (30) days following the commencement of the Agreement(s).
- The selected bidder(s) will pay any standard bank charges that are incurred by the selected bidder(s) as a result of the normal acceptance of the P-Card transaction.

The Ministry will utilize the Ontario Government P-Card or a purchase order/invoice as a payment mechanism during the Term of the Agreement(s). In cases where invoices are received, all payments to the selected bidder(s) will be net thirty (30) days after receipt of invoice.

If Deliverables are provided to the Ministry in any given month and payment is not made by P-Card, the selected bidder(s) shall send to the Ministry a detailed monthly invoice in duplicate, before the tenth (10th) Business Day of the following month. The invoice must contain, but not necessary be limited to, the following information and costs for Deliverables provided in the preceding month:

- Ministry account number;
- The reference number assigned to the Agreement(s);
- A brief description of the Deliverables provided for the relevant month; and
- Taxes, if payable by the Ministry, identified as separate items.

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

2.4.15 Integrated Financial Information System (IFIS)

The Ontario Government implemented IFIS, based on Oracle Financials, across all ministries. IFIS is a single financial-management system that has replaced many of the different financial systems used in the provincial government.

The Supplier(s) will be setup and maintained as suppliers in IFIS. Payment transactions for services using the OPS P-Card or using invoice-based billing will be entered and recorded in IFIS.

When payment with the OPS P-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. Given that this is a longer payment cycle, the P-Card is the preferred method of payment.

In order to help minimize the processing of manual invoices, reconciliation and payment processes during the Term of the Agreement, the Ministry may work with the Supplier(s) to evaluate, develop and implement electronic-based invoicing, reconciliation and payment solutions where applicable.

2.4.16 Reporting

The Supplier(s) shall provide management reporting to the Ministry and MCYS Representatives on a quarterly basis, within ten (10) Business Days following the end of each quarter, for the duration of the Agreement(s) including any potential extension periods. Each quarter period is identified as follows: January to March, April to June, July to September and October to December. Management reports shall be submitted to the Ministries via email attachment, diskette or compact disk (CD) in an electronic format (preferably Microsoft Excel), in a layout to be agreed upon by the Ministries and the Supplier(s).

Each report shall accurately reflect the activities of the particular Ministry to a level of detail and in a manner that is satisfactory to the Ministry. Details of such reports shall include, but not be limited to, information such as date range of the reporting activity, order number, prices, item description, stock/catalogue number, pack/case sizes, order quantities and total invoiced amount and applicable PST.

Details of the content, layout and related processes for the required management reporting shall be finalized during the implementation stage of the Agreement(s).

The Supplier(s) shall provide the Ministry ad-hoc reporting as required at any time, on the data not included in the regular monthly reporting, but available or easily obtainable.

The Supplier(s) shall be solely responsible for all costs associated with establishing, producing, supporting and submitting of all management reporting requirements.

2.4.17 Subcontracting

The Supplier(s) shall be required to clearly disclose any intent to sub-contract either the whole or any part of the Agreement(s) prior to execution of the Agreement(s). After the award of the Agreement(s), the Supplier(s) shall not, without prior written consent of the Ministries, sub-contract either the whole or any part of the Agreement(s).

Bidders are directed to review Section 2.04 to Section 2.06 of the Form of Agreement for the complete provision regarding sub-contracting.

2.4.18 Management of the Agreement

The Supplier(s) agrees to have its representative meet with the Ministry Representatives 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(s) including, but not limited, to opportunities to maximize value and reduce costs, administrative issues, and service and Supplier(s) performance issues.

The manner and time of communicating through meetings or teleconferences, etc., will be arranged with the Supplier(s) as required after the Agreement(s) has been established.

2.4.19 Satisfaction Surveys

During the Term of the Agreement(s), the Ministry and MCYS will conduct Client satisfaction surveys to obtain feedback on the Deliverables and services provided under the Agreement(s).

The Ministries will review their Clients' satisfaction surveys to ensure that performance measures are being met by the Supplier(s) to the Client's satisfaction. Results of evaluations will be made available to Clients on a semi-annual basis. The survey results will be discussed with the Supplier(s) to obtain feedback and rectification of any issues reported by Clients.

2.4.20 Performance Management and Service Level Expectations

Any requirements with respect to performance reviews as listed below are in addition to and in no way limits any rights or remedies the Ministries may have under the Agreement(s).

The Ministry expects the Supplier to supply quality Deliverables to Clients and that the Supplier has sufficient inventory on hand to supply Deliverables to Clients in accordance with the delivery and service guidelines specified in this RFT. In the event there are three or more Performance Events in any rolling three (3) calendar month period, the Ministry may exercise the rights set out in Section 3.12 Performance Level, of the Form of Agreement in accordance with that section. A "Performance Event" is defined in Section 3.12 Performance Level of the Form of Agreement – Appendix A.

Standards: During the Term of the Agreement the Supplier's performance will be measured based on the Deliverables outlined in Part 2 Deliverables, in addition to the criteria detailed below to ensure Clients receive quality products and services.

Measures: The Ministries shall issue Client Satisfaction surveys on a quarterly basis. These reports will capture and measure Client satisfaction with the goods provided and service received. It is expected that this information will be available to the Ministry Representatives for evaluating the Supplier's performance during the Term of the Agreement. The proposed detailed method of presenting Client Satisfaction surveys will be based on the following criteria:

Scoring is as follows:

Excellent Score	Exceeded the service level expectation as listed above
Good Score	Met the service level expectation listed above
Fair Score	Fell slightly below the service level expectation listed above
Poor Score	Did not meet the service level expectation listed above

Measure	Service Level Expectation	Target
Pricing	➤ Rates charged do not exceed Contract arrangement rates.	100% compliant
Product Specifications	➤ Must meet product specifications 100% as outlined in Section 2 of this RFP.	100% compliant
Customer Support ➤ Supplier Available and Responsiveness Section 2.4.21 ➤ Processing/Delivery of Orders Section 2.4.7 ➤ Service Disruptions Section 2.4.22 ➤ Returns: pick up of unacceptable, damaged or product ordered in error Section 2.4.9 ➤ Processing credits for returned products Section 2.4.9	➤ All aspects of customer support will be measured against the Supplier(s)' tender submission. ➤ Orders shall be completed and shipped by the Supplier(s) within five (5) Business Days and Delivery shall be expected within ten (10) Business Days. ➤ The Supplier(s) is expected to immediately advise the Ministry of any service disruptions. ➤ Picked up within five (5) Business Days of the Client's notification to the Supplier(s). ➤ Within two (2) Business Days of the Supplier(s) being notified of the return by the Client.	Minimum Score of "Good" on a scale of Excellent, Good, Fair, Poor. Minimum Score of "Good" on a scale of Excellent, Good, Fair, Poor. 100% compliant Minimum Score of "Good" on a scale of Excellent, Good, Fair, Poor. 100% compliant
Product Availability ➤ Product Recalls Section 2.4.10 ➤ Discontinued Products Section 2.4.11	➤ Immediate notification by telephone to the Ministry Representatives upon the Supplier(s) first becoming aware of the product recall with a written notification to follow within two (2) days. ➤ Written notification to the Ministry Representatives is required immediately upon manufacturers' notice of product becoming unavailable.	100% compliant 100% compliant

Measure	Service Level Expectation	Target
➤ Product Substitution/ Revision Section 2.4.11	➤ Any proposal by the Supplier(s) to substitute any Deliverables due to extenuating circumstances shall be submitted in writing to the applicable Ministry Representative.	100% compliant
Delivery ➤ Zero incidents	➤ If there is a delivery delay due to mechanical breakdowns or labour disruption, or any other reason then the Supplier is to advise the Client immediately in writing of the situation and its proposed solution in order that business requirements will be met.	Minimum Score of “Good” on a scale of Excellent, Good, Fair, Poor
Quality of Product	➤ Products quality meets Ministry requirements and complies with tested and approved products.	Minimum score of “Good” on a scale of Excellent, Good, Fair, Poor
Quarterly Reporting Section 2.4.16	➤ The Ministry must receive Reports within ten (10) Business Days after the end of each quarter calendar month to which the report relates.	100% compliant

The Ministry is intending to implement enhancements to its Supplier performance management reports and processes. These enhancements will consist of new tools: reports, processes and remedies designed to effectively and efficiently measure, report on, and manage the level of service being provided to Clients.

Should changes to performance management reporting and processes be implemented during the Term of the Agreement, the Supplier(s) shall cooperate fully with the Ministry in providing information required and in adapting existing processes to reflect the changes resulting from the implementation of these enhancements. The Supplier(s) will comply with all Ministry change requests regarding performance management.

2.4.21 Customer Support – Appendix F

Bidders should identify in Appendix F its customer support as per the following for inclusion within the Form of Agreement.

- a) Types of customer services available and representatives contact names and telephone numbers, such as but not limited to customer service, ordering, back orders, quality, delivery, payment issues, etc.
- b) Response time from the time a customer support call is placed to receipt of response from a representative as applicable, such as but not limited to payment issues, delivery issues, and quality/order issues.
- c) Resolution time from the time an issue such as, but not limited to payment issue, delivery issue and or quality/order issue, has been identified.
- d) The methods by which customer support inquiries will be received (e.g., telephone, e-mail, online).
- e) Escalation process contact names for escalating issues when unable to rectify at the customer service level (e.g. Level 1 - Customer Service; Level 2 – Manager of Customer Service; Level 3 – Vice President, etc.)

The information provided by the Bidder regarding its customer support will be used as performance measures during the Term of the Agreement and any extensions exercised by the Ministries.

2.4.22 Response to Service Disruptions or Changes in Service Delivery – Appendix G

Bidders should submit for incorporation into the Agreement(s), a well-defined procedure for notifying the Ministry's Representative in the event of significant changes to its service delivery and/or support structure such as:

- Delivery delays lasting one (1) or more business days due to severe weather conditions or a breakdown in the courier/shipping delivery network;
- Changes to the Supplier(s) customer support operations;
- Changes to and within the Supplier(s) dedicated account management team.

In the event of disruptions such as a power outage, a strike or labour dispute by the Supplier(s) employees, the Supplier(s) shall provide the Ministry's Representative with timely and adequate status updates through communication channels, such as but not limited to, points of contact, or when possible, by e-mail or website messaging.

2.4.23 Contract Management Committee and Senior Management Escalation

2.4.23.1 Composition of the Contract Management Committee

During the Term of the Agreement(s), the Supplier(s) and the Ministries shall participate in a Contract Management Committee, which shall consist of a Supplier(s) representative appointed by the Supplier(s) with the authority to represent the Supplier(s) in all phases of the implementation and delivery of the Deliverables and a representative of the Ministries with the authority to represent the Ministries in all phases of the development and delivery of the Deliverables. The individual representatives assigned 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(s).

2.4.23.2 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.

Responsibilities of the Contract Management Committee:

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

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

In situations where the Supplier(s) representative and the Ministry Representatives are unable to come to an adequate and suitable resolution to any particular issue, the issue will then be escalated to the senior management for review in accordance with Section 8.02 of the Agreement.

2.4.24 Client User Guide

In addition to the signed Agreement(s), a Client User Guide will be made available to all Ministry Clients in hard copy. This guide provides a list and brief description of the products available on the Agreement(s) along with the Supplier(s) contact information.

The Client Guide to the Agreement(s) for Hair Picks and Single Blade Razors will reside on the Ministry's Intranet site. The Client Guide provides a list and brief description of the goods available in the Agreement(s) along with associated prices, payment information and customer support processes and expectations. The Supplier agrees to assist in the development of this guide.

[End of Part 2]

3. PART 3 - EVALUATION OF TENDERS

3.1 Stages of Tender Evaluation

The Ministry will conduct the evaluation of Tenders in the following three (3) stages, which are more fully explained in Sections 3.2, 3.3 and 3.4 below.

3.1.1 Stage I - Mandatory Submission

Stage I will consist of a review to determine which Tenders comply with all of the mandatory submission requirements. Tenders, which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Ministry, be disqualified and not evaluated further.

3.1.2 Stage II – PASS/FAIL Testing of Samples

Stage II will consist of the review of submitted samples to determine which Tenders comply with all of the specifications requirements and testing of the sample products submitted. Tenders, which do not comply with all of the specifications and testing requirements, may, subject to the express and implied rights of the Ministry, be disqualified and not evaluated further.

Tenders that pass Stage I and II will be eligible to move on to Stage III.

3.1.3 Stage III – Pricing

Stage III will consist of an evaluation of the submitted pricing of compliant Tenders.

Subject to the satisfactory testing of the Deliverables as set out in Section 3.3 – Testing of Samples and the express and implied rights of the Ministry, the lowest price/cost Tender per Category will be selected to enter into the Form of Agreement attached as Appendix A to this RFT in accordance with Part 4.

3.2 Stage I - Mandatory Requirements

Other than inserting the information requested on the mandatory submission forms set out in this RFT, a Bidder may not make any changes to any of the forms. Any Tenders containing any such changes, whether on the face of the form or elsewhere in its Tender, may be disqualified.

3.2.1 Form of Offer (Appendix B)

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

(a) Conflict of Interest

In addition to the other information and representations made by each Bidder in the Form of Offer, each Bidder must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of the Ministry, the Bidder is found to be in a Conflict of Interest, the Ministries may, in addition to any other remedies available at law or in equity, disqualify the Tender submitted by the Bidder.

The Bidder, by submitting the Tender, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Tender or performance of the contemplated Contract other than those disclosed in the Form of Offer. Where the Ministry discovers a Bidder's failure to disclose all actual or potential Conflicts of Interest, the Ministry may disqualify the Bidder or terminate any Contract awarded to that Bidder pursuant to this procurement process.

(b) General

The Ministry, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Bidder in the event that the Ministry, in its sole discretion, determines that the Bidder made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Tender. A Tender that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFT may be disqualified. If a Tender is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFT will prevail over any such changes or qualifications in or to the Form of Offer provided in the Tender.

3.2.2 Rate Bid Form (Appendix C)

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

- (a) Prices quoted on Appendix C – Rate Bid Form shall be based on Deliverables meeting the specifications in this RFT.
- (b) Prices shall remain firm for the first two (2) years of the Agreement(s) and firm for the 3rd and 4th years of the Agreement(s), where the option to extend has been exercised.
- (c) Prices shall be provided in Canadian Funds, inclusive of all applicable duties and excluding PST and Federal Goods and Services Tax (GST).
- (d) The Deliverables are required for the use of the Crown in right of Ontario and are therefore not subject to the federal Goods and Services Tax.
- (e) Prices quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.
- (f) Provincial Sales Tax (PST), if applicable, should not be included in the unit price on the Rate Bid Form, but will be paid where applicable.
- (g) Requests for price increases due to fluctuating exchange rates will not be entertained. It is the Bidder's responsibility to take these types of situations into account and bid accordingly.
- (h) The prices quoted in Appendix C – Rate Bid Form are to be firm and shall be in effect for the duration of the Term of the Agreement(s) including any extension period and shall not be subject to escalation.
- (i) Bidders are entitled to submit bids for more than one type product per category meeting the RFT specifications. Where a Bidder proposes more than one type of product for a category within their tender submission, the Bidder must insert pricing for the alternate product(s) in the same manner and format as reflected under the Rate Bid Form.

A Tender that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.

By submitting a Tender, a Bidder is deemed to confirm that it has prepared its Tender with reference to all of the provisions of the Form of Agreement attached at Appendix A and has factored all of the provisions of Appendix A, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Rate Bid Form.

3.2.3 Tax Compliance Declaration Form (Appendix D)

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

Each Bidder must include a Tax Compliance Declaration Form, completed by the Bidder according to the instructions contained in that form. Other than inserting the information requested and signing the Tax Compliance Declaration Form, a Bidder may not make any changes to the Tax Compliance Declaration Form. Tenders containing changes to the Tax Compliance Declaration Form may be disqualified.

The Ministry will forward to the Ministry of Finance a copy of the selected Bidder's signed Tax Compliance Declaration Form for verification. By signing this Form, the Bidder is consenting to the release of the information from the Ministry to the Ministry of Finance and the result of the verification process from the Ministry of Finance to the Ministry.

Bidders may direct enquiries regarding the Tax Compliance Declaration Form to the Ministry Contact.

In the event that the Ministry of Finance finds that the selected Bidder's taxes are not in good standing, the selected Bidder must, as a precondition of entering into an Agreement, ensure that its status is brought into good standing and provide evidence of its good standing to the Ministry. The Ministry may rescind the notice of selection of a Bidder who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFT.

3.2.4 Other Mandatory Requirements

3.2.4.1 Samples of Bid Products

To be considered for evaluation, Bidders must submit samples of each product of the Deliverables proposed on the Bidder's Rate Bid Form – Appendix C with their Tender ("Product Samples"). Samples are required for each Category proposed. Samples products to be provided shall consist of:

3.2.4.1.1 Product Samples

The number of Product Samples to be provided for each product within a Category must be provided as per the following:

- **Category 1 – Hair Pick without Handle or Handle Removed by Supplier**
 - o **Ten (10) actual** samples of the proposed hair pick without handle or handle removed by Supplier the Bidder would like to be considered for.
- **Category 2 – Single Blade Razor**
 - o **Fifty (50) actual** samples of the proposed single blade razor the Bidder would like to be considered for.

The Bidder's samples shall be provided at no cost, and on or before the RFT Submission Deadline. **FAILURE TO PROVIDE THE MANDATORY SAMPLES SHALL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S TENDER FOR THAT PARTICULAR CATEGORY.**

3.3 Stage II - Testing of Samples (Pass/Fail Evaluation)

All samples will be tested (on a Pass/Fail basis) by members of the Ministry's Evaluation Team and compared to the specification requirements outlined in Section 2.2 of this RFT to verify the products' conformity to the specification requirements. For security concerns, the products will be inspected for removable or hazardous components to ensure the products do not pose a potential health or safety hazard to end-users. If, during testing, the products are found not to conform to specifications and/or the Ministry deems that the product fails the test and may pose a potential health or safety hazard to Ministry staff or offenders, the product will be immediately disqualified and not evaluated any further.

All samples therefore must be in accordance with the specification requirements outlined in Section 2.3 and must represent the Deliverables to be supplied under the Agreement(s).

TEST METHOD

Category 1: HAIR PICK WITHOUT HANDLE or HANDLE REMOVED BY SUPPLIER

Testing of the samples proposed by Bidders will include the following:

- sample products will be examined to confirm compliance with the specification requirements;
- the sample hair pick without handle or handle removed by Supplier will be measured to confirm the maximum length requirement of 9 cm in length from the shaft of the hair pick to the tip of the teeth;
- the sample hair pick without handle or handle removed by Supplier will be measured to confirm product meets the width requirement of 5.08-6.35 cm in width from side to side;
- the shaft of the hair-pick samples will be bent back and forth a minimum of eight (8) times determine whether or not the hair-pick is breakable. If the shaft of the hair-pick breaks, product fails this test.

***** Product failing the specification requirements and/or tests would pose security risks for the particular product hence the Bidder's product shall be disqualified and not evaluated further.**

Category 2: SINGLE BLADE RAZOR

Testing of the samples proposed by Bidders will include the following:

- sample products will be examined to confirm compliance with the specification requirements;
- sample products will be measured to confirm product meets length requirements – razor handle should be a maximum of 11.43cm (4.5") in length providing for full shaving length and has perforated blades having a maximum width of 3.81cm (1.5") width blades;
- sample products will be tested to determine flexibility of the grip of the razor. (e.g. does it break? If so, can it be readily seen or detected for tampering/breaching?) If the razor breaks but the break is not readily seen or detectable, the product shall fail this test.
- sample products will be tested to determine if there is some signs/visibility of stress and or discoloration of the razor when tampered with (e.g. tampered razors **MUST** show some signs of stress and/or turn to a whitish colour during tampering). If razor does not show some signs of tampering the razor will be disqualified;
- sample products will be tested to determine if the razor is secure. The razor will be tested to see how easy the head is removable by prying along the weld tabs of the razor head or along the razor blade seam. Razors will **also** be hit against a hard surface to see if weld tabs break away from the single blade. If the head is easily removable, falls out, or does not show some (minor) signs of tampering/breaching, the product shall fail this test.
- an attempt will be made to tamper/breach with the razor blade to determine whether break away is possible. If the blades break away and are easily removed, the razor blade can easily be put back together, and the razor does not show signs of tampering, the product shall fail this test.

The Ministry will conduct individual testing for each razor of at least fifteen (15) to twenty-five (25) samples based on the above testing criteria.

The other remaining samples of the selected Bidder will be retained by the Ministries for the duration of the Agreement and will be used for quality control for comparison with the product deliveries. All products tested will be destroyed in the testing. Samples will not be returned to Bidders.

***** Product failing the specification requirements and/or tests would pose security risks for the particular product hence the Bidder's product shall be disqualified and not evaluated further.**

Furthermore, the Ministries may perform further testing at random intervals, on Deliverables received, throughout the Term of the Agreement(s). Testing will be performed to ensure the Deliverables are not of inferior quality, no substitutions have occurred, meet specifications as outlined in the RFT and represent samples provided. In the case where the Ministries find that the Deliverables received fail to pass testing, the Ministries reserve the right to cancel the Contract(s) for the Deliverables due to lack of compliance. As per Section 2.4.11 of this RFT, substitutions will not be allowed without prior approval from the Ministries.

3.4 Stage III - Evaluation of Pricing

3.4.1 Pricing

Upon completion of Stage I and II for all compliant Bidders meeting the testing requirements of the RFT, the sealed pricing envelope provided by each Bidder will then be opened and Stage III will consist of a scoring of the pricing submitted. Pricing will be evaluated on the basis of the Rates information submitted by the Bidders in the form of the Rate Bid Form (Appendix C).

Bidders may submit a Tender for one or both Categories, each represented by the appropriate number of samples. Each Category will be evaluated and awarded individually. Therefore, Bidders must ensure they complete the appropriate corresponding Appendix C – Rate Bid Form.

Pricing will be evaluated based on the per unit price for the two (2) year period including the optional two (2) additional terms of up to one (1) year each. The estimated yearly quantities provided on Appendix C – Rate Bid Form will be multiplied by the Bidder's unit price for each Category for Years 1 and 2 and Year 3 and 4. The estimated cost per year will then be totalled to represent the total cost for pricing.

At the conclusion of Stage III subject to the express and implied reserved rights of the Ministry, including reference checks and completed security clearances if required by the Ministry, the Contract(s) shall be awarded to the Bidder(s) with the lowest qualified cost per Category meeting all requirements and will be selected to enter into an Agreement(s).

[End of Part 3]

4. PART 4 - TERMS AND CONDITIONS OF THE RFT PROCESS

4.1 General Information And Instructions

4.1.1. Timetable

The following is the schedule for this RFT:

- | | |
|---|---|
| • Issue Date of RFT | June 26, 2009 |
| • Bidder's Deadline for Questions | 4:00 p.m. on July 7, 2009 |
| • Deadline for Issuing Addenda | 12:00 p.m. on July 9, 2009 |
| • Tender Submission Deadline | Wednesday, July 22, 2009 at 11:00 a.m. (Toronto time) |
| • Period for Which Tenders are Irrevocable after Tender Submission Deadline | 120 days |

The RFT timetable is tentative only and may be changed by the Ministry in its sole discretion at any time prior to the Tender Submission Deadline.

4.1.2. Bidders to Follow Instructions

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

4.1.3. Bidders to Obtain RFT only Through MERX™

This RFT is available only through MERX™, the electronic Tendering system used by the Province of Ontario. For further information about MERX™, call 1-800-964-MERX™ or visit the MERX™ website at www.merx.com.

A Bidder who has not obtained this RFT through MERX™ may have its Tender disqualified unless a third party has requested this RFT from MERX™ on that Bidder's behalf and that Bidder has identified the third party on the Tender Return Label (Appendix I) for its Tender. Failure to identify the third party in this manner may result in disqualification of a Tender.

4.1.4. Tenders in English

All Tenders are to be in English only.

4.1.5. Ministries' Information in RFT only an Estimate

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

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Tender in response to this RFT.

4.1.6. Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and submission of its Tender including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication After Issuance of RFT

4.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT and

- (a) shall report any errors, omissions or ambiguities; and

- (b) may direct questions or seek additional information

in writing by e-mail on or before the Bidder's Deadline for Questions to the Ministry Contact. All questions submitted by Bidders by e-mail to the Ministry Contact shall be deemed to be received once the e-mail has entered into the Ministry Contact's e-mail inbox. No such communications are to be directed to anyone other than the Ministry Contact. The Ministry is under no obligation to provide additional information but may do so at its sole discretion.

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

4.2.2 All New Information to Bidders by way of Addenda on MERX™

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

Such addenda may contain important information including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Ministry. In the space provided in the Form of Offer, Bidders shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

Bidders who intend to respond to this RFT are requested not to cancel the receipt of addenda or amendments option provided by MERX™, since they must obtain through MERX™ all of the information documents that are issued through MERX™.

In the event that a Bidder chooses to cancel the receipt of addenda or amendments its Tender may be rejected.

4.2.3 Post-Deadline Addenda and Extension of Tender Submission Deadline

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

4.3 Submission of Tenders

4.3.1 Tenders Submitted only in Prescribed Manner

Tenders must be submitted by the following method:

- (a) a Bidder must submit **one (1) original** (prominently marked "Original") and **one (1) hard copy** of its Tender in a sealed package with the Tender Return Label (found in Appendix I) affixed to the outside of the sealed package. Tenders are to be prominently marked with the RFT title and number (see RFT cover), with the full legal name and return address of the Bidder, and with the Tender Submission Deadline date and time;
- (b) The appropriate number of actual Toiletry product samples as specified within each product Category specifications for each Category the Bidder would like to be considered for.
- (c) The Rate Bid Form is to be submitted in a sealed envelope apart from the rest of the Tender. The sealed envelope containing the Rate Bid Form should be placed with the rest of the Tender into a sealed package with the Tender Return Label attached.
- (d) Tenders must be submitted to the address set out on the Tender Return Label.

Tenders submitted in any other manner will be disqualified.

In the event of a conflict or inconsistency between the original copy and the hard copy of the Tender, the original copy of the Tender shall prevail.

4.3.2 Tenders Must Be Submitted On Time at Prescribed Location

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

4.3.3 Amending or Withdrawing Tenders Prior to Tender Submission Deadline

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

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

A notice of amendment or withdrawal must be sent to the address set out on the Tender Return Label prior to the Tender Submission Deadline and must be signed by an authorized representative. The Ministries are under no obligation to return amended or withdrawn Tenders.

4.3.4 Tenders Irrevocable after Tender Submission Deadline

Tenders shall remain irrevocable in the form submitted by the Bidder for a period of one hundred and twenty (120) days running from the moment that the Tender Submission Deadline has lapsed.

4.3.5 Ministries May Seek Clarification and Incorporate Response into Tender

The Ministry reserves the right to seek clarification and supplementary information relating to the clarification from Bidders after the Tender Submission Deadline. The response received by the Ministry from a Bidder shall, if accepted by the Ministries, form an integral part of that Bidder's Tender. The Ministry reserves the right to interview any or all Bidders to obtain information about or clarification of their Tenders. In the event that the Ministry receives information at any stage of the evaluation process, which results in earlier information provided by the Bidder being deemed by the Ministry to be inaccurate, incomplete or misleading, the Ministry reserves the right to revisit the Bidders' compliance with the Mandatory Requirements.

4.3.6 RFT Incorporated into Tender

All of the provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bidder's Tender.

4.3.7 No Incorporation by Reference by Bidder

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

4.3.8 Tender to be Retained by the Ministries

Subject to Section 4.3.2, the Ministry will not return the Tender or any accompanying documentation submitted by a Bidder.

4.4 Execution of Agreement and Notification

4.4.1 Selection of Bidder

The Ministry anticipates that it will select a Bidder(s) within sixty (60) days of the Tender Submission Deadline. Notice of selection by the Ministry to the selected Bidder(s) will be in writing. The selected Bidder(s) shall execute the Agreement(s) in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT within fifteen (15) days of notice of selection. This provision is solely to the benefit of the Ministry and may be waived by the Ministry at its sole discretion.

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its Tender or after receiving notice of selection, may be disqualified. The Ministries acknowledge the need to add transaction-specific particulars to Schedule 1 of the Form of Agreement but the Ministries will not otherwise make material changes to the Form of Agreement.

Bidders are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Ministry will consider such requests for clarification in accordance with Section 4.2.1 of the RFT.

4.4.2 Failure to Enter into Agreement

In addition to all of the Ministries' other remedies, if a selected Bidder fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Ministry may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

4.4.3 Notification to Other Bidders of Outcome of Procurement Process

Once the selected Bidder(s) and the Ministries execute the Agreement(s), the other Bidders will be notified by the Ministry in writing of the outcome of the procurement process, including the name of the selected Bidder(s), and the award of the Contract to the selected Bidder(s).

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Prohibited Bidder Communications

The Bidder shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer.

4.5.2 Bidder Not to Communicate with Media

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

4.5.3 Confidential Information of Ministries

All information provided by or obtained from the Ministries in any form in connection with this RFT either before or after the issuance of this RFT: (a) is the sole property of the Ministries and must be treated as confidential; (b) is not to be used for any purpose other than replying to this RFT and the performance of any subsequent Contract; (c) must not be disclosed without prior written authorization from the Ministries; and d) shall be returned by the Bidders to the Ministries immediately upon the request of the Ministries.

4.5.4 Freedom of Information and Protection of Privacy Act

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

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

4.6 Reserved Rights and Governing Law

4.6.1 Reserved Rights of Ministries

The Ministries reserve the right to:

- (a) make public the names of any or all Bidders;

- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender;
- (c) assess a Bidder's Tender on the basis of:
 - (i) a financial analysis determining the actual cost of the Tender 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 Bidder's past performance on previous contracts awarded by the Government of Ontario;
 - (iv) the information provided by a Bidder pursuant to the Ministries exercising its clarification rights under this RFT process; or
 - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept Tenders which substantially comply with the requirements of this RFT;
- (e) verify with any Bidder or with a third party any information set out in a Tender;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT;
- (i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (j) select any Bidder other than the Bidder whose Tender reflects the lowest cost to the Ministries or the highest score;
- (k) cancel this RFT process at any stage;
- (l) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (m) accept any Tender in whole or in part; or
- (n) reject any or all Tenders;

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

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

4.6.2 Governing Law of RFT Process

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

[End of Part 4]

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AGREEMENT

THIS AGREEMENT ("the Agreement"), made in triplicate, for **[insert name of Deliverables]** is effective as of the **[**insert start date for the Term**]**

BETWEEN:

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

(referred to as the "Ministry")

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the "Supplier")

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

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

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

"Agencies" means all advisory, adjudicative, regulatory (including those with governing boards), and operational service agencies of the Province of Ontario;

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

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; 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 an entity falling within the Ontario Public Service;

"Client Facility" means the respective facility/facilities identified in Part 2 – Deliverables Section 2.4.5 (Delivery Locations (Institution Listings) of the RFT or such other locations within Central, Eastern, Northern or Western Ontario that the Ministry may notify to the Supplier from time to time;

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

- a) in relation to the RFT 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 Tender 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 RFT process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFT process and render that process non-competitive and unfair; or;
- b) in relation to the performance of its contractual obligations in a Crown contract, the supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), Schedule 2 (Schedule of Forms) and any other schedule attached at the time of execution; (b) the RFT, including any addenda; (c) the Tender; and (d) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract, by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

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

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

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

"Free On Board (FOB)" means shipper bears cost and risks associated with transportation, up to and including the off loading of the goods at the ship to location/dock;

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees and employees;

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

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

"Ministry Address" and **"Ministry Representative,"** mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Tender” means all the documentation submitted by the Supplier in response to the RFT;

“Term” means the period of time from the effective date first above written 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 Supplier.

1.02 No Indemnities from Ministry

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

1.03 Entire Agreement

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

1.04 Severability

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

1.05 Interpretive Value of Contract Documents

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

1.06 Interpretive Value of Headings

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

1.07 Force Majeure

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

1.08 Notices by Prescribed Means

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

1.09 Governing Law

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

ARTICLE 2 – NATURE OF LEGAL RELATIONSHIP BETWEEN MINISTRY AND SUPPLIER

2.01 Supplier's Power to Contract

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

2.02 Representatives May Bind the Parties

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

2.03 Supplier Not a Partner, Agent or Employee

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

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination of this Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and the Ministry.

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the **Ministry** without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

2.08 Contract Binding

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

ARTICLE 3 - PERFORMANCE BY SUPPLIER

3.01 Commencement of Performance

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

3.02 Performance Warranty

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

3.03 Use and Access Restrictions

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

3.04 Notification by Supplier to Ministry

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

3.05 Condonation Not a Waiver

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

3.06 Changes By Written Amendment Only

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

3.07 Supplier to Comply With Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

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

- a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Supplier within a reasonable period of time;

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

3.09 Non-Exclusive Contract, Work Volumes

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

3.10 Performance by Specified Individuals Only

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

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

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

3.12 Performance Level

The Supplier acknowledges that the Ministry expects the Supplier to supply quality Deliverables to Clients and that the Supplier has sufficient capability and inventory on hand to supply pre-production samples to the Ministry in accordance with the delivery and service guidelines specified in Schedule 1.

The Supplier also acknowledges that the Ministry expects the Supplier to supply quality Deliverables to Clients and that the Supplier has sufficient inventory on hand to supply Deliverables to Clients in accordance with the delivery and service guidelines specified in Schedule 1. In the event there are three or more Performance Events in any rolling three (3) calendar month period, the Ministry may, at its sole discretion and without limiting Section 3.13 and any other express rights and remedies set out in the Agreement, exercise any of the following rights:

- (a) temporarily suspend the purchase of any Deliverables from the Supplier under this Agreement (which may include removal of the Supplier from any list or publication indicating that the Supplier is an authorized vendor for the Deliverables, or identifying the Supplier as suspended from providing Deliverables to Clients), which suspension shall continue until such time as the Ministry, in its sole discretion, determines that the circumstances giving rise to the Performance Event have been rectified to the Ministry's satisfaction;
- (b) remove any of the Deliverables, temporarily or permanently, from the list of Toiletry Products available for purchase by the Client under the Agreement; or
- (c) terminate the Agreement.

For the purposes of this Section 3.14, a "Performance Event" means:

- (i) any notice of a breach of warranty under the Agreement;
- (ii) any failure to meet delivery timelines specified in Schedule 1, except caused by a Force Majeure event described in Section 1.07; or
- (iii) the Supplier fails to have a particular Deliverable in Schedule 1 available to a Client when requested or ordered by a Client.

ARTICLE 4 - PAYMENT FOR PERFORMANCE

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- a) the Supplier shall provide the Ministry with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items;
- b) the Ministry shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the Ministry to substantiate the billing statement;
- c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
- d) the Ministry may make payments under the Contract by way of Procurement Card and the Supplier shall accept and process any such payments in accordance with Procurement Card Protocols;

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

4.03 Hold Back or Set Off

The Ministry may hold back a portion equal to ten percent (10%) of the cost for that portion of an order which is not delivered within the delivery lead times as specified under Schedule 1 of the Contract until the matter is resolved to the satisfaction of the Ministry, acting reasonably.

4.03.1 Liquidated Damages

The Supplier agrees that in the event that the Supplier does not deliver the Deliverables on the day specified, the Supplier agrees that the Ministry shall be entitled to deduct from the net price of the amount delivered on time an amount equal to ten (10) percent of the net price of the affected portion of the order.

The Supplier further agrees that in the event that the Supplier does not deliver the Deliverables on the day specified or the Deliverables are not in compliance with the terms of the Contract, and the Ministry determines in its sole and absolute discretion, to purchase the same or similar product from another company, the Ministry shall be entitled to deduct an amount equal to the difference between the price at which the product was purchased and the Supplier's contracted price. For greater certainty, the Ministry may purchase such product from such other suppliers and in such manner as it may determine is appropriate in its sole and absolute discretion.

The Supplier agrees that the payments referred to above constitute fair and reasonable means of compensating the Ministry for losses likely to be incurred by the Ministry for each failure to deliver the required Deliverables. The Ministry's entitlement to any liquidated damages is in addition to, and not in substitution for, any other rights, powers, remedies or authorities that the Ministry has under this Agreement. The liquidated damages in this Article do not exclude or limit any other right of the Ministry to be indemnified by the Supplier, other than for the circumstances referred to above.

4.04 No Expenses or Additional Charges

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

4.05 Payment of Taxes and Duties

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

4.06 Ministry GST Exempt

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

4.07 Withholding Tax

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

4.08 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment, shall not exceed the pre-judgment interest rate established under the *Courts of Justice Act* R.S.O. 1990, c.C45, in effect on the date the payment is in arrears.

4.09 Document Retention and Audit

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

ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 Confidentiality and Promotion Restrictions

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

5.02 OPS Confidential Information

During and following the Term, the Supplier shall (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

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

5.04 Injunctive and Other Relief

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

5.05 Notice and Protective Order

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

5.06 FIPPA Records and Compliance

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

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

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

5.07 Survival

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

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 Ministry Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Ministry to the Supplier shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

6.02 No Use of Ontario Government Insignia

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

6.03 Ownership of Intellectual Property

The Ministry shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry 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. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Ministry a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Ministry.

6.04 Presumption Governing Ownership

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

6.05 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Ministry, including each Client, a perpetual, world wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client.

6.06 No Restrictive Material in Deliverables

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

6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

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

6.08 Assurances Regarding Moral Rights

At the request of the Ministry, at any time and from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in the form set out in Schedule 2 and which waiver may be invoked without restriction by any person authorised by the Ministry to use the Deliverables. The Supplier shall deliver such written waiver(s) to the Ministry within 10 Business days of the receipt of the request from the Ministry.

6.09 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form:

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

6.10 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors to execute a written assignment of copyright in the applicable Deliverables to the Ministry in the form set out in Schedule 2. The Supplier shall deliver such written assignment(s) within 10 Business Days of the receipt of the request from the Ministry. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonable required by the Ministry to protect the Intellectual Property of the Ministry.

6.11 Ministry May Prescribe Further Compliance

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

6.12 Survival

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

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 Supplier's Insurance

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

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (**\$2,000,000**) per occurrence, two million (**\$2,000,000**) products and completed operations aggregate. The policy is to include the following:
- the Indemnified Parties as a additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles

7.03 Proof of Insurance

The Supplier shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by the Ministry, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

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

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

7.05 Supplier Participation in Proceeding

The Supplier shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Ministry 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. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of the Ministry. If the Supplier is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Supplier agrees to co-

operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive the 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 Supplier where:

- a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Supplier) of the Agreement;
- d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry;
- g) the Ministry elects to terminate under section 3.13 above for reasons of a Performance Event
- h) the Supplier is in default under this Agreement under section 9.05 herein; or
- i) the Supplier's acts or omissions constitute a substantial failure of performance;

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

8.02 Dispute Resolution by Rectification Notice

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

8.03 Termination on Notice

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

8.04 Termination for Non-Appropriation

If this 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 Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Supplier's Obligations on Termination

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

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

This paragraph shall survive any termination of the Contract.

8.06 **Supplier's Payment Upon Termination**

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

8.07 **Termination in Addition to Other Rights**

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

8.08 **Expiry and Extension of Contract**

The Contract shall expire at the end of the Term of the Contract. The Ministry shall have the option to extend the Contract for up to two (2) further periods of a duration of one (1) year each, such extensions to be upon the same terms (including the Rates), conditions and covenants contained in the Contract, excepting the option to renew. The options shall be exercisable by the Ministry giving notice to the Supplier not less than thirty (30) days prior to the original expiry date and, in the case of a second one (1) year extension, not less than thirty (30) days prior to the expiry of the first extension.

ARTICLE 9 – SECURITY CLEARANCE CHECKS

9.01 **Definition**

In this Article,

“Security Clearance Check ” includes all of the following:

1. A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code (Canada)*, for which a pardon under the *Criminal Records Act (Canada)* has not been granted;
2. A police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual in relation to:
 - (a) convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code (Canada)*, for which a pardon under the *Criminal Records Act (Canada)* has not been granted;
 - (b) findings of guilt in relation to federal statutes for which a court has granted a discharge;
 - (c) charges laid under the offence provisions of any federal statutes that are unresolved; and
 - (d) records of judicial orders in effect made in relation to the offence provisions of federal statutes;
3. A police records check in other jurisdictions as deemed necessary by the information provided to the Emergency Management and Security Branch of the Ministry of Government Services (EMSB) during a Security Clearance Check;
4. If deemed necessary by EMSB considering the circumstances of the Deliverables, a driving records check.

9.02 **Requirement and Renewal**

On notification from MGS, the Supplier shall require:

- (a) each partner, director, officer and shareholder as requested by EMSB and
- (b) each employee, agent and subcontractor who are or will be engaged in providing the Deliverables to undergo a Security Clearance Check.

The Security Clearance Check shall be renewed at the intervals as may be specified by the Minister of Government Services.

9.03 **Written Consent**

The Supplier shall obtain:

- (a) written consent on specified forms provided by the Ontario government from each partner, director, officer and shareholder as requested by EMSB, and from each of its employees, agents and subcontractors who are or will be engaged in providing the Deliverables; and

any other information that EMSB, in its sole discretion, may deem necessary in order to conduct a Security Clearance Check of the individual.

9.04 Changes

During the Term of this Agreement, Supplier shall ensure that within five business days of any change:

- a) that individuals provide written declarations as required under subsection 9.01 whenever new or different information is available for that individual for the purpose of enabling EMSB to update the individual's Security Clearance Check;
- b) the Supplier notifies EMSB of changes in partners, directors, officers and shareholders as requested by EMSB, and of employees, agents and subcontractors who are or will be engaged in providing Deliverables for the purpose of enabling EMSB to conduct the individual's Security Clearance Check.

9.05 Default under Agreement

During the Term of this Agreement, the Supplier shall be in default under this Agreement if

- a) within five business days, the Supplier fails to provide notification to EMSB as required under section 9.04;
- b) without having a Security Clearance Check or update as required, the Supplier or if the Supplier is a corporation if any of its partners, directors officers and shareholders or any of the Supplier's employees, agents and subcontractors who are or will be engaged in providing the Deliverables:
 - (i) has been convicted under the offence provisions of a federal statute for which a pardon under the *Criminal Records Act (Canada)* has not been granted;
 - (ii) has been granted an absolute or conditional discharge in relation to a federal offence and in the case of an absolute discharge, it was granted less than one year from the date of disposition of the offence by the court and in the case of a conditional discharge, it was granted less than three years from the date of disposition of the offence by the court;
 - (iii) is subject to a charge for a federal offence that remains unresolved; or
 - (iv) is subject to a judicial order in effect made in relation to the offence provisions of federal statutes; and
- c) in the sole discretion of the EMSB any of the information obtained from a Security Clearance Check or update is incompatible with:
 - (j) the proper and impartial provision of the Deliverables in accordance with the terms and conditions of this Agreement;
 - (ii) the safety of OPS employees, clients or the public;
 - (iii) the reputation of or public confidence in the OPS;
 - (iv) the security of revenue, equipment or any other property of the OPS; or
 - (v) the confidentiality or integrity of Records, Personal Information or OPS Confidential Information.

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 [****]**

Signature:

Name:

Title:

Date of Signature:

[Supplier]

Signature

Name:

Title:

Date of Signature:

I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

[To be completed after selection of the selected Bidder]

A. DESCRIPTION OF DELIVERABLES

A.1 Background

A.2 Deliverables

A.3 Schedule or Time Lines or Milestones

B. RATES AND DISBURSEMENTS

B.1 Maximum Fee

The Rates are set out below and shall remain fixed during the Term of this Contract.

APPENDIX B - Form of Offer

To Her Majesty the Queen in right of Ontario as represented by the Minister of the Community Safety and Correctional Services:

1. Bidder Information

(a) The full legal name of the Bidder is:

(b) Any other relevant name under which the Bidder carries on business:

(c) The jurisdiction under which the Bidder is governed is:

(d) The name, address, telephone, facsimile and e-mail address of the contact person for the Bidder is:

(e) The full name address, telephone, facsimile number and e-mail address of the Proponent's Chief Security Officer (CSO) or equivalent:

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

2. Offer

The Bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting the Tender, the Bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the Rates set out in the Rate Bid Form.

3. Mandatory Forms

a) The Bidder encloses herewith as part of the Tender, the mandatory forms set out below:

MANDATORY REQUIREMENT FORMS:	Yes	Page
Form of Offer (Appendix B)		
Rate Bid Form (Appendix C)		
Tax Compliance Declaration Form (Appendix D)		
OTHER MANDATORY REQUIREMENTS		
Samples of Bid Products as further specified under each Category and Section 3.2.4.1.		

4. Rates

The Bidder has submitted its Rates in accordance with the instructions in the RFT and in the form set out at Appendix C.

5. Addenda

The Bidder is deemed to have read and accepted all addenda issued by the Ministry prior to the Deadline for Issuing Addenda. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None": _____.

6. Bid Irrevocable

The Bidder agrees that its Tender shall be irrevocable for one hundred and twenty (120) days following the Tender Submission Deadline.

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest set out in the Form of Agreement.

If the box below is left blank, the Bidder will be deemed to declare that: (1) there was no Conflict of Interest in preparing its Tender; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

Otherwise, if the statement below applies, check the box.

- ☐ The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its Tender, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Tender; **AND** (b) were employees of the Ontario Public Service ("OPS") and have ceased that employment within twelve (12) months prior to the Tender Submission Deadline:

Name of Individual:
Job Classification (of last position with OPS):
Ministry/Agency (where last employed with OPS):
Last Date of Employment with OPS:
Name of Last Supervisor with OPS:
Brief Description of Individual's Job Functions (at last position with OPS):
Brief Description of Nature of Individual's Participation in Preparation of Tender:

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder shall provide the Ministry with additional information from each individual identified above in the form prescribed by the Ministry.

8. Disclosure of Information to Advisers

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

9. Proof of Insurance

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

10. Execution of Agreement

The Bidder understands that in the event its Tender is selected by the Ministry, in whole or in part, the Bidder agrees to finalize and execute the Agreement in the form set out in Appendix A to the RFT in accordance with the terms of the RFT.

Signature of Witness

Signature of Bidder representative

Name of Witness

Name and Title

Date of Signature:

I have authority to bind the Bidder

APPENDIX C - Rate Bid Form

Pricing:

Prices quoted shall be in Canadian funds and shall remain firm for the first two (2) years of the Agreement(s) and firm for the 3rd and 4th years of the Agreement(s). For further details, please see Section 2.4.12.

Unit prices are to be inclusive of any labour and materials, travel and carriage costs, insurance costs, customs and duties (if applicable) and any required licenses for the purposes of importing and all other overhead including but not limited to any fees or other charges required by law. Provincial Sales Tax (PST), if applicable, should not be included in the unit costs on this Rate Bid Form, but will be paid where applicable.

Prices quoted on the Rate Bid Form – Appendix C shall be based on Deliverables meeting the specification requirements in this RFT.

No other fees or charges are payable for the Deliverables other than those set out on this form.

Other than inserting the information requested in Appendix C – Rate Bid Form, Bidders may not make any changes to Appendix C – Rate Bid Form or qualify in its Tender the quotes/prices provided in Appendix C – Rate Bid Form. Tenders containing any such qualifications, whether on the face of Appendix C – Rate Bid Form or elsewhere in a Tender, shall be disqualified.

Bidders are entitled to submit bids for more than one type product (Alternate Product) per category meeting the RFT specifications. Where a Bidder proposes more than one type of product for a category within their tender submission, the Bidder must insert pricing for the Alternate Product(s) in the same manner and format as reflected under the Rate Bid Form.

General Instructions:

Bidders are to confirm the following details for each product they wish to be considered for by indicating the following information as required in this Appendix C – Rate Bid Form:

- **COLUMN C - SIZE OFFERED:** Bidders must confirm the size of the products they will offer, within the range specified, for each product in the “Size Offered” column;
- **COLUMN F - CASE/BAG SIZE OFFERED:** Bidders must confirm what case/bag pack size they will offer for each product within a proposed Category, in the “Case/Bag Pack Size Offered” column;
- **COLUMN G - SHELF LIFE:** Bidders must confirm what shelf life is for each product in the “Shelf Life” column;
- **COLUMN H - MANUFACTURER PRODUCT CODE:** Bidders must indicate the product code number of each proposed product within a Category in the “Manufacturer Product Code” column;
- **COLUMN I - CASE/BAG PACK PRICE:** Bidders must state what the Case/Bag Pack Price is for each proposed product within a Category in the “Case/Bag Pack Price” column;
- **COLUMN J - UNIT PRICE:** Bidders must state what the Unit Price is for each proposed product within a Category in the “Unit Price” column

Bidders must ensure they fill in **all** required cells on the Rate Bid Form with the appropriate information. **No cells are to be left blank.**

The selected Bidder(s) shall supply and deliver Hair Picks and Single Blade Razors they are selected for as outlined in Appendix C – Rate Bid Form to the Ministries. Appendix C – Rate Bid Form (column D) also provides, for information and pricing evaluation purposes only, usage quantities referenced in each of the two (2) Categories. These quantities are supplied by the Ministry facilities based on its projected estimates for the Term of the Agreement(s). The actual usage volumes will therefore vary. As stated in Section 1.3, the Ministry makes no guarantee of the value or volume of work to be assigned to the selected Bidder(s). Volume estimates are provided herein to give Bidders a general approximation of the anticipated product requirements only and shall not be read, in any way, to constitute a guarantee of the quantum or regularity of orders to be placed by a particular Ministry.

APPENDIX C - Rate Bid Form (Years 1 and 2)

CATEGORY 1: HAIR PICKS WITHOUT HANDLE or HANDLE REMOVED BY SUPPLIER

Column A Size or Type Required	Column B Size or Type Bidder Can Offer	Column C Yearly Estimated quantity	Column D Case/Bag Pack Size	Column E Case/Bag Pack Size Bidder Can Provide	Column F Shelf Life in Months	Column G Manufacturer Product Code	Column H Bidder's Case/ Bag Pack Price	Column I Bidder's Unit Price
Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.

Alternate Product 1:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
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Alternate Product 2:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
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Alternate Product 3:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
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APPENDIX C - Rate Bid Form (Years 1 and 2)

CATEGORY 2: SINGLE BLADE RAZORS

Column A Size or Type Required	Column B Size or Type Bidder Can Offer	Column C Yearly Estimated quantity	Column D Case/Bag Pack Size	Column E Case/Bag Pack Size Bidder Can Provide	Column F Shelf Life in Months	Column G Manufacturer Product Code	Column H Bidder's Case/ Bag Pack Price	Column I Bidder's Unit Price
Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.

Alternate Product 1:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
---	--	-----------	------------------------------	--	--	--	-------------------------------	------------

Alternate Product 2:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
---	--	-----------	------------------------------	--	--	--	-------------------------------	------------

Alternate Product 3:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
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APPENDIX C - Rate Bid Form (Years 3 and 4)

CATEGORY 1: HAIR PICKS WITHOUT HANDLE or HANDLE REMOVED BY SUPPLIER

Column A Size or Type Required	Column B Size or Type Bidder Can Offer	Column C Yearly Estimated quantity	Column D Case/Bag Pack Size	Column E Case/Bag Pack Size Bidder Can Provide	Column F Shelf Life in Months	Column G Manufacturer Product Code	Column H Bidder's Case/ Bag Pack Price	Column I Bidder's Unit Price
Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.

Alternate Product 1:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
---	--	--------	-----------------------------	--	--	--	-----------------------------	------------

Alternate Product 2:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
---	--	--------	-----------------------------	--	--	--	-----------------------------	------------

Alternate Product 3:

Between 5.08-6.35 cm in width from side to side		12,094	10 / poly bag 576 / case				\$_____/bag \$_____/case	\$_____ea.
---	--	--------	-----------------------------	--	--	--	-----------------------------	------------

APPENDIX C - Rate Bid Form (Years 3 and 4)

CATEGORY 2: SINGLE BLADE RAZORS

Column A Size or Type Required	Column B Size or Type Bidder Can Offer	Column C Yearly Estimated quantity	Column D Case/Bag Pack Size	Column E Case/Bag Pack Size Bidder Can Provide	Column F Shelf Life in Months	Column G Manufacturer Product Code	Column H Bidder's Case/ Bag Pack Price	Column I Bidder's Unit Price
Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.

Alternate Product 1:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
---	--	-----------	------------------------------	--	--	--	-------------------------------	------------

Alternate Product 2:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
---	--	-----------	------------------------------	--	--	--	-------------------------------	------------

Alternate Product 3:

Handle length - 8.89cm - 11.43 cm Shaving length - 2.54cm - 3.81cm		1,370,220	100 / poly bag 600 / case				\$_____/bag \$_____/cs	\$_____ea.
---	--	-----------	------------------------------	--	--	--	-------------------------------	------------

APPENDIX D - Tax Compliance Declaration Form

The Ontario Government expects all Suppliers to pay their provincial taxes on a timely basis. In this regard, Bidders are advised that any contract with the Ontario Government will require a declaration from the Supplier that the Bidder's provincial taxes are in good standing (see Section 3.2.3 of the RFT).

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

Declaration

I/We hereby certify that _____ at the time of submitting its Tender,
(legal name of Bidder)
is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Consent to Disclosure

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

Dated at _____ this _____ day of _____ 2____

(An authorized signing officer)

(Title)

(Telephone number)

(Facsimile number)

APPENDIX E – RETURN AND EXCHANGE

As specified under Section 2.4.9, the Bidder shall outline its return/exchange policy, processes and procedures such as, but not limited to defective or unacceptable product, product ordered in error, turnaround times for replacement product and or restocking fees, etc.

Bidders are to take note that credits must be processed in the manner in which the payment was made and within two (2) Business Days from the Supplier being notified of the return by the Client.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX F – BIDDER’S CUSTOMER SUPPORT

As specified under Section 2.4.21, the Bidder should identify its customer support as per the following:

a) Bidder’s Customer Support Contacts

Type of Customer Support Offered	Contact Name(s)	Telephone Number(s)
Primary Customer Services		
Secondary Customer Services		
Ordering & Good Replacement		
Quality Issues		
Accounts Receivable Contact		
Shipping and Delivery Contact		

b) Response time from the time a customer support call is placed to receipt of response from a representative.

Type of Customer Support Offered	Response Time in Hours
Customer Service	_____ hours
Products Enquiries	_____ hours
Back Orders	_____ hours
Delivery Issues	_____ hours
Good Replacement and Exchange	_____ hours
Quality and Order Issues	_____ hours
Payment Issues	_____ hours

c) Resolution time that a client can expect from the time an issue has been raised such as, but not limited to payment issue, delivery issue and or quality/order issue has been identified.

Type of Issue	Resolution Time in Days
Ordering Issues	
Delivery Issues	
Back Order Issues	
Quality Issues	
Goods Replacement and Return Issues	
Customer Service Issues	

- d) Bidders are to indicate the methods by which customer support calls will be received for example, telephone, e-mail, online, etc.

Support Method <i>(e.g. phone, fax, email, etc)</i>	Type of Customer Support Offered <i>(e.g. ordering, payment, etc)</i>	Contact Number <i>(e.g. phone #, fax #, email, etc.</i>

- e) Bidders are to provide the contact names for escalation process for dealing with issues.

Escalation Contacts Position	Contact Name(s)	Telephone Numbers

APPENDIX G – Response to Service Disruptions or Changes in Service Delivery

As specified under Section 2.4.22, the Bidder should outline well-defined procedures for notifying the Ministry's Representative in the event of significant changes to its service delivery and/or support structure such as:

- a) Delivery delays lasting one (1) or more business days due to severe weather conditions or a breakdown in the courier/shipping delivery network.

- b) Changes to the Supplier(s) customer support operations.

- c) Changes to and within the Supplier(s) dedicated account management team.

APPENDIX H – SECURITY SCREENING PROCESS –BACKGROUND INFORMATION

When Security screening checks are required, the Bidder's contact will be informed by the RFT contact person when the necessary forms are required to be submitted.

1. The following forms will be used for the security screening check process:

- Contractor Security Screening Request and Verification of Information Form (attached)

Completed by the Bidder's contact (referred to as the Company Security Officer (CSO)); confirms that verification has been conducted for each company director, worker, subcontractor and their workers performing work as part of the contractor work assignment.

The CSO verifies the company directors', officers', workers', subcontractors' and their workers' personal data (and other information, i.e. employment, education, professional/trades or qualifications, where required), by completing a Contractor Security Screening Request and Verification Form for each individual requiring security clearance. Space is provided to indicate a prior security clearance issued by a Canadian government or other organizations.

Contractor Security Screening Consent and Declaration Form (attached)

Completed by the individual requiring a security screening check; contains the personal information used in conducting a police records check.

All individuals requiring security clearance must each complete the Contractor Security Screening Consent and Declaration Form. Forms that are incomplete or altered in any way will not be accepted and will cause processing delays.

If an individual is under the age of eighteen years old, the Contractor Security Screening Check Consent and Declaration Form is not required. The individual will be contacted by the Ontario government's Security Services and Contingency Planning Branch (SSCPB) to voluntarily present himself/herself to an Ontario Provincial Police (OPP) office in their jurisdiction. The OPP office will obtain consent and complete the Canadian Police Information Centre (CPIC) check.

This form is also used by contractor directors, officers, workers, subcontractors and their workers when providing written disclosure within five business days to SSCPB of any charges that have been laid against them subsequent to their last security screening check.

2. The Security Services and Contingency Planning Branch (reviews all forms for completeness and forwards the relevant documents to the OPP.

In situations where an individual has not resided in Canada for the last five years, SSCPB will work with the OPP to gather information from the other countries of residence listed in the individual's Contractor Security Screening Consent and Declaration Form.

In the case where a security clearance has been issued by a Canadian government or other organization, SSCPB may initiate a request directly to the issuing organization for confirmation of the individual's security clearance pursuant to memorandums of agreement.

The OPP will conduct the CPIC checks and report the results to the Authorized SSCPB Screening Official.

In the case where a security clearance has been issued by a Canadian government or other organization, the authorized representative of the issuing organization confirms the individual's security clearance and notifies SSCPB.

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

SSCPB 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.

3. Further information is given in the background for each form.

General Information and Instructions

The Contractor Security Screening *Request and Verification* form is to be completed by the Company Security Officer (CSO) and the ministry program area contact. It contains information about the type of check requested and confirms whether verification of personal information and reliability checks has been completed. One form must be completed for each CSO, contractor director, officer, worker, subcontractors and subcontractor worker, as applicable.

Delivery of Forms:

The Company Security Officer (CSO) forwards Request and Verification forms, accompanied by the sealed Consent and Declaration forms to the ministry program area via secure courier or by hand delivery. The CSO also sends the Request and Verification forms electronically to the ministry program area.

The ministry program area forwards the Request and Verification forms, along with the sealed Consent and Declaration forms to the Security Services and Contingency Planning Branch (SSCPB), Ministry of Government Services (MGS) via secure courier or by hand delivery using a sealed pre-printed green coloured envelope. The ministry program area also sends the Request and Verification forms electronically to SSCPB.

1. Individual Category

Indicate whether the individual being checked is a CSO, contractor director, officer, worker, subcontractor or subcontractor worker, by marking the appropriate box.

2. Individual Information

Name: Enter the last name, first name and full middle name (no initials) of the individual being checked.

Date of Birth: Enter the date of birth of the individual being checked in the format, year (YYYY), month (MM), day (DD).

Gender: Indicate whether the individual is male or female by marking the appropriate box.

Contact Information: Enter the individual's address, (including street number, street name, unit or floor number), city (or town or municipality), province and postal code.

Prior Security Screening Clearance Information: Indicate whether the individual being checked holds a prior security screening clearance from another Canadian government or organization (e.g. federal, provincial, municipality) by marking the appropriate box. If the response is 'yes', enter the name of the issuing government organization and the security screening clearance reference number.

Term of Work Assignment: Enter the start and end dates of the individual's work assignment in the format, year (YYYY), month (MM), day (DD), for contractor workers, subcontractors or subcontractor workers.

3a. Contractor Information

Legal Company Name of Contractor Organization: Enter the legal company name of the contractor organization, the company's address, (including street number, street name, unit or floor number), city (or town or municipality), province and postal code.

Corporation and Business Registration Numbers: Enter the Ontario corporation number and the Ontario business registration number of the contractor organization in the space provided.

Name of Company Security Officer (CSO): Enter the full name of the appointed individual with delegated signing authority to verify personal information and perform reliability checks for the contractor organization.

Contact Information: Enter the CSO's position title and telephone number (including area code).

3b. Verification of Information by the CSO

Verification of Personal Information: Indicate that the verification of personal information and/or the verification of employment, education, professional/trades accreditations or qualification (i.e. reliability check) have been completed for the individual being checked by marking each box. Verification of identity is a mandatory check performed by the CSO to prevent impersonation and to ensure that the records checked are those of the individual being checked. This verification must be done by asking the individual to present two pieces of official documentation that confirm name, date of birth and address, of which one piece of identification presented must include a photo, such as a valid driver's licence, passport, or other official government-issued document. Reliability checks include checking previous employers and identified references, education and professional trades accreditation or qualifications, where required. Reliability checks are undertaken, as required, to ensure the individual identified is being truthful about his or her background and history.

Name, Signature and Date: The CSO must confirm that verification has been done for the individual by printing their full name, and signing and dating the form **by hand**, in the appropriate boxes.

4a. Ministry Program Area Information

Indicate whether a general security screening check or driver's record check is being requested for the individual by marking the appropriate box. The general screening check box is automatically selected as the default option.

Indicate whether the Request and Verification form being submitted pertains to a prior urgent request by marking the appropriate box and indicating the SSCPB Contractor File number associated with the prior urgent request.

Indicate the contact information for the authorized ministry program area contact, by entering his or her full name, telephone number (with area code), email address, ministry/agency name, division, branch, section, unit, address, (including street number, street name, unit or floor number), city (or town or municipality) and postal code.

4b. Verification of Information by the Ministry Program Area

Verification of Personal Information: Indicate that the verification of personal information and/or the verification of employment, education, professional/trades accreditations or qualification (i.e. reliability check) have been completed for the CSO being checked by marking each box. Verification of identity is a mandatory check performed by the ministry program area to prevent impersonation and to ensure that the records checked are those of the individual being checked. This verification must be done by asking the CSO to present two pieces of official documentation that confirm name, date of birth and address, of which one piece of identification presented must include a photo, such as a valid driver's licence, passport, or other official government-issued document. Reliability checks include checking previous employers and identified references, education and professional trades accreditation or qualifications, where required. Reliability checks are undertaken, as required, to ensure the individual identified is being truthful about his or her background and history.

For all other individuals being checked by the CSO (Section 3b), indicate that the verification of personal information and/or the verification of employment, education, professional/trades accreditations or qualification (i.e. reliability check) have been submitted by marking the appropriate box.

Confirmation of Attachments: Indicate whether the additional contractor forms and other written documentation are attached to this request form.

Name, Signature and Date: The authorized ministry program area official must approve the screening check request by printing his or her full name, and signing and dating the form **by hand** in the appropriate boxes.

Background Information

The Security Screening Process

Security screening involves the following elements:

- The CSO verifies identity by having the individual present two pieces of official documentation that confirm name, date of birth and address, of which one piece of identification must be a photograph, such as a valid driver's licence, passport, or other official government-issued document. The CSO verifies employment, education, professional trades/accreditation or qualifications (as required).
- A written declaration from you disclosing all unresolved charges and/or previous convictions under the offence provisions of federal statutes, including, but not limited to, the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act (Canada)* and the *Ontario Highway Traffic Act*, where a driver record check is required. For more information, please see the Consent and Declaration form.
- A police records check conducted by the Ontario Provincial Police (OPP).
- A driver's record check conducted by the Ontario Provincial Police (OPP), as required.

SSCPB in MGS is responsible for evaluating and assigning security screening clearances. The verification of personal information, the information you provide on the Declaration Form, and information that is obtained by the OPP as part of the police records check, will be collected by the SSCPB for the purpose of conducting a security screening clearance evaluation. Information collected by the SSCPB will be maintained within the branch in confidence and will only be accessible to designated staff of the SSCPB and government auditors. When a security clearance decision is made, the SSCPB will notify the manager or ministry representative as to your security clearance status.



For SSCPB Use Only
SSCPB Contractor File No.
Date Received (yyyy/mm/dd)

NOTE 1: **Sections 1, 2, 3a, 3b are completed by the Company Security Officer (CSO) for each contractor director, officer, worker, subcontractor or subcontractor worker requiring a security screening check.**

NOTE 2: **Sections 4a, 4b are completed by the ministry program area contact.**

1. Individual Category

- ☐ Company Security Officer ☐ Contractor Worker, Subcontractor or Subcontractor Worker
- ☐ Contractor Director or Officer

2. Individual Information

Last Name	First Name	Middle Name(s) (No Initials)	Date of Birth YYYY MM DD	Gender ☐ Male ☐ Female
Address (Street No., Name, Unit, Suite, Floor)			Holder of Prior Security Clearance? ☐ Yes ☐ No	
City/Town/Municipality	Province	Postal Code	Name of Issuing Government	
Start and End Dates of Work Assignment (for Contractor Workers, Subcontractors or Subcontractor Workers) From (yyyy-mm-dd) To (yyyy-mm-dd)			Clearance Certificate Number	

3a. Contractor Information

Legal Company Name of Contractor Organization	Corporation Number	Business Number
Address (Street No., Name, Unit, Suite, Floor)		
City/Town/Municipality	Province	Postal Code
Name of Company Security Officer	Position Title	Telephone (incl. Area Code)

3b. Verification of Information by the CSO

I confirm that the following security screening requirements have been verified by the above mentioned individual:

☐ Verification of personal information including name, date of birth and address information (e.g. Driver's License).

☐ Verification of employment, education, professional/trades accreditations or qualifications (reliability check) where required.

Name of Company Security Officer (please print)	Signature of Company Security Officer (by hand)	Date (yyyy-mm-dd) (by hand)
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4a. Ministry Program Area Information

Type of Screening Requested

☒ Screening Clearance – General

☐ Driver's Record Check

☐ Urgent Request Form Submitted

EMSB Contractor File No. _____

Name of Authorized Ministry Program Area Official (*Last Name, First Name*)

Telephone (*incl. Area Code*)

Email Address

Ministry/Agency

Division

Branch

Section

Unit

Address (*Street No., Name, Unit, Suite, Floor*)

City/Town/Municipality

Province

ON

Postal Code

4b. Verification of Information by the Ministry Program Area

I confirm that the following security screening requirements have ***either*** been completed for the CSO ***or*** have been submitted for the contractor director, officer, worker, subcontractor, or subcontractor worker:

☐ Verification of personal information including name, date of birth and address information (e.g. Driver's License)

☐ Verification of employment, education, professional/trades accreditations or qualifications (reliability check) where required.

Attachments:

☐ Contractor Security Screening Consent and Declaration form (in envelope sealed by the individual)

☐ Description of Contractor Work Assignment (including the work assignment start and end date)

Name of Ministry Program Area Official (*please print*)

Signature of Ministry Program Area Official (*by hand*)

Date (*yyyy-mm-dd*) (*by hand*)

General Information and Instructions

The *Contractor Security Screening Consent and Declaration* form is to be completed by each individual requiring a security screening check (e.g. Company Security Officer (CSO), directors/officers, workers, subcontractors and subcontractor workers as applicable). It authorizes a security screening check to be conducted and identifies previous convictions and unresolved charges.

This form has two parts, **Part A** – Individual Information, Authorization, Consent and Release; and **Part B** – Declaration.

1. Read and complete information requested and **sign** the authorization and consent for contractor screening checks, authorization and consent for driver's record check (*if applicable*) and release in **Part A**.
2. Complete, sign and date the Declaration form in **Part B**. Part B **must** be signed even if you have nothing to declare.
3. Seal the completed and signed forms in an envelope marked confidential, write your full name on the outside of the envelope and give the envelope to the company security officer.

Delivery of Forms:

The Company Security Officer (CSO) forwards the sealed Consent and Declaration forms, accompanied by the Request and Verification forms to the ministry program area via secure courier or by hand delivery. The CSO also sends the Request and Verification forms electronically to the ministry program area.

The ministry program area forwards the sealed Consent and Declaration forms, accompanied by the Request and Verification forms to the Security Services and Contingency Planning Branch (SSCPB), Ministry of Government Services (MGS) via secure courier or by hand delivery using a sealed pre-printed green coloured envelope. The ministry program area also sends the Request and Verification forms electronically to SSCPB.

Part A Instructions**1. Individual Information:**

Enter your last name, first name and full middle name (no initials).

Enter your date of birth, in the format, year (YYYY), month (MM), day (DD).

Indicate whether you are male or female by marking the appropriate box.

Enter all previous last names or aliases you have ever used, if any (e.g. Former marriage, maiden name).

Enter your current residential telephone number.

2. Place of Birth:

Enter your place of birth by indicating the city/town/municipality/ village, the province/state, and the country.

3. Legal Status in Canada:

Indicate your legal status in Canada by entering either your Canadian birth certificate number, citizenship certificate number, landed immigrant certificate number or your work permit number.

4. Home Addresses for Past 5 years:

Enter all addresses you have had for the past 5 years. List the most recent address first. Use an extra sheet if required.

5. Driver Record Check:

Enter your driver's license number **only** if your work assignment requires you to have a valid driver's license.

6. Authorization and Consent to Security Screening Check:

Indicate that you have read and understood the requirements and procedures listed for a security screening check, and that you authorize and consent to a security screening check by signing and dating in the spaces provided, **by hand**.

7. Authorization and Consent to Driver Record Check:

Indicate, if applicable, that you have read and understood the requirements and procedures listed for a driver record check, and that you authorize and consent to a driver's record check by signing and dating in the spaces provided, **by hand**.

8. Release:

Indicate your release in relation to security screening checks, and declare that all information provided in the application is true and complete by signing and dating in the spaces provided, **by hand**.

Part B Instructions

Provide details of all unresolved charges and/or convictions you have received in relation to the offence provisions of federal statutes including, but not limited to, the *Criminal Code (Canada)* and the *Controlled Drugs and Substances Act (Canada)*.

For individuals requiring driver record checks, provide details of all unresolved charges and/or convictions you have received in relation to the offence provisions of the *Ontario Highway Traffic Act*.

If you have nothing to declare, indicate '**not applicable**' or '**N/A**' in the space provided.

Part B **must** be signed and dated by hand, even if you have nothing to declare.

The Security Screening Process

Security screening involves the following elements:

- Your company representative will verify your identity when you present to him/her two pieces of official documentation that confirm name, date of birth and address, of which one piece of identification must be a photograph, such as a valid driver's licence, passport, or other official government-issued document. Also, the representative will verify employment, education, professional trades/accreditation or qualifications (as required). For more information, please speak to your company representative.
- A written declaration from you disclosing all unresolved charges and/or previous convictions under the offence provisions of federal statutes, including, but not limited to, the *Criminal Code (Canada)* and the *Controlled Drugs and Substances Act (Canada)* and the *Ontario Highway Traffic Act*, where a driver record check is required.
- A police records check conducted by the Ontario Provincial Police (OPP).
- A driver's record check conducted by the Ontario Provincial Police (OPP), as required.

SSCPB in MGS is responsible for evaluating and assigning security screening clearances. The verification of personal information, the information you provide on the Declaration Form, and information that is obtained by the OPP as part of the police records check, will be collected by the SSCPB for the purpose of conducting a security screening clearance evaluation. Information collected by the SSCPB will be maintained within the branch in confidence and will only be accessible to designated staff of the SSCPB and government auditors. When a security clearance decision is made, the SSCPB will notify the manager or ministry representative as to your security clearance status. In addition, the CSO of your company will receive your SSCPB file number and security clearance status. Using your SSCPB file number, you may make inquiries in writing about your security clearance status to SSCPB.

Declaration of Previous Convictions and Unresolved Charges

On the attached Declaration form, you will be asked to declare (subject to the exceptions listed) any outstanding unresolved charges and/or previous convictions for offences under federal statutes including the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act (Canada)* and the *Ontario Highway Traffic Act*, where a driver record check is required.

The information you supply on the Declaration form will be used by the SSCPB to compare against the results of a police records check (described above). If a discrepancy is identified between your declaration and the results of the police records check, you may be contacted by the SSCPB and given an opportunity to explain this information before a security clearance decision is made.

Do not provide certain information on the Declaration form (i.e. information relating to discharges and judicial orders in effect) that may be collected during a police records check (see Police Record Check section below).

Police Records Check**Police Records Check**

A police records check involves:

A search by the Ontario Provincial Police (OPP) of records maintained by the RCMP in the Canadian Police Information Centre (CPIC), and records maintained by provincial and municipal police forces for information about you relating to:

- Convictions under the offence provisions of federal statutes, including but not limited to, the *Criminal Code (Canada)*, and the *Controlled Drugs and Substances Act (Canada)* (Federal Offences).
Convictions for which a pardon under the *Criminal Records Act (Canada)* has been issued or granted to you will not be collected.
- Where a court has made a finding of guilt in respect of a Federal Offence, and has granted a discharge, unless:
 1. the discharge was absolute and granted more than one (1) year ago; or
 2. the discharge was conditional and granted more than three (3) years ago.
- Charges that have been laid under Federal Offences but remain unresolved.
Charges that have been withdrawn by the Crown or stayed or dismissed by a Court will not be collected.
- Records of judicial orders in effect made in relation to Federal Offences.

Information obtained by the OPP through a police records check will be provided to the SSCPB for the purpose of making a security clearance determination. In the event adverse information is identified, you may be contacted by the SSCPB to discuss the results of the police records check before a security clearance decision is made. Security clearance status information may be exchanged between SSCPB and other Canadian governments or organisations, in cases where the individual indicates that he or she was granted a prior security clearance.

The police records check will be conducted by the OPP using the personal information you have supplied in Part A of this form. Information you provide on this form about your date and place of birth, gender and legal status in Canada, will only be used to verify your identity as part of the police records check, or to confirm your security clearance status in other Canadian governments, and will not be used for any other purpose. In certain circumstances where your identity cannot be confirmed, the OPP may require copies of your fingerprints to confirm if information obtained in the police records check is about you. In this case, you will be asked to consent to a further police records check by the OPP using your fingerprints. Copies of your fingerprints will be returned to you by the OPP after the records check is completed and will not be retained by the OPP.

If you have not resided in Canada consecutively during the last 5 years, SSCPB will work with the OPP to gather substantially similar information from similar authorities in the country(ies) of residence you have stated on this form to complete the security screening check. In addition, SSCPB will only take into account substantially similar information to that required by the Canadian police record check outlined above in conducting the assessment.

Driver Record Check

Prior to granting a security screening clearance, a check for a driver history is required for any contract work assignment that requires a valid driver's licence. A driver record check involves a search of records maintained by the Ontario Ministry of Transportation.

Part A – Individual Information, Authorization, Consent and Release (to be completed by Individual)**1. Individual Information**

Last Name	First Name	Middle Name(s) (No Initials)	Date of Birth YYYY	MM	DD	Gender ☐ Male ☐ Female
Previous Last Name(s) or aliases if any (e.g. Former marriage, maiden)			Current Residential Telephone No. (incl. Area Code)			

2. Place of Birth

City/Town/Municipality/Village	Province/State	Country
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3. Legal Status in Canada

Canadian Birth Certificate Number	Canadian Citizenship Certificate Number
Landed Immigrant Certificate Number	Work Permit Number

4. Home Addresses for Past 5 Years (Beginning with the most recent; use extra sheet if required)

Street Address (Apt., Unit, Suite No.)	City/Province/State/Country/Postal or Zip Code	From YYYY/MM	To YYYY/MM
			PRESENT

5. Driver's Record Check (Only for a contract work assignment that requires a valid driver's license)

Driver's License Number	Province/State
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6. Authorization and Consent to Security Screening Check

I have read and understand the requirements and procedures listed on this form for a security screening check.

- I authorize the OPP to conduct a police records check in accordance with this form. I consent to the disclosure of information about me obtained by the OPP in a police records check to the SSCPB.
- I authorize the SSCPB to collect, use, store and retain information I have provided on this form, and information obtained by the OPP through a police records check, for the purpose of assessing my security screening clearance, and as part of the government's normal audit of business practices.
- I hereby authorize and consent to the release of records and information held by the RCMP, the OPP, provincial, municipal, other police forces and Canadian governments or other organizations that are required by the OPP to conduct a police records check and the SSCPB to conduct a security screening check.
- I consent to the exchange of security clearance status information by SSCPB where I have indicated that I am a holder of a prior security screening clearance from a Canadian government or other organizations.

Signature of Individual (by hand)	Date (yyyy-mm-dd) (by hand)
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7. Authorization and Consent to Driver's Record Check (where required)

I hereby authorize and consent to the release of information contained in the records maintained by the Ontario Ministry of Transportation required by the OPP and the SSCPB in order to conduct a driver's record check.

Signature of Individual (by hand)	Date (yyyy-mm-dd) (by hand)
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8. Release

I hereby release and discharge forever Her Majesty the Queen in right of Ontario and any or all her respective directors, employees, servants, and agents, including their successors and assigns, from any and all actions, claims and demands for damages, loss or injury howsoever arising, except as a result of negligence or wilful misconduct which may hereafter be sustained by myself as a result of the collection, use and disclosure of information about me by the Ontario Provincial Police, in relation to security screening checks.

I further declare that all the information provided in this application is true and complete.

Signature of Individual (by hand)	Date (yyyy-mm-dd) (by hand)
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Part B – Declaration (to be completed by the Individual)

Instructions

In the section below identify all unresolved charges and/or convictions you have received in relation to the offence provisions of federal statutes including, but not limited to, the *Criminal Code (Canada)* and the *Controlled Drugs and Substances Act (Canada)*, subject to the exceptions listed below.

Do not disclose the following information:

- If you have received a pardon for a previous conviction in accordance with the *Criminal Records Act (Canada)* do not disclose the conviction, nor the fact that you have received a pardon for the conviction.
- If you have been found guilty of an offence and received an absolute discharge on a date more than one (1) year ago, do not disclose the conviction.
- If you have been found guilty of an offence and received a conditional discharge on a date more than three (3) years ago, do not disclose the conviction.
- If you have been charged with, or convicted of an offence under a provincial statute (Provincial Offences) do not disclose the charge or conviction, unless a driver record check is required (see below).
- If as a young person, you were subject to charges that were dealt with under the *Youth Criminal Justice Act*, or its predecessors the *Young Offenders Act*, or the *Juvenile Delinquents Act* do not disclose that information.

If a **driver record check** is required, provide details of all unresolved charges and/or convictions you have received in relation to the offence provisions of the *Ontario Highway Traffic Act*.

If you have nothing to declare, indicate 'Not Applicable' or '**N/A**' in the space provided.

Part B **must** be signed and dated by hand, even if you have nothing to declare.

Details of convictions and/or unresolved charges (provide details - indicate 'N/A' if you have nothing to declare; use extra sheet if required)

Name of Individual (please print)	Signature of Individual (by hand)	Date (yyyy-mm-dd) (by hand)
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APPENDIX I - TENDER RETURN LABEL
AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE ENVELOPE

Bidder to complete the following:
(Full Legal Name and Address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

RFT No.: MCSCS-00018-09/10

**RFT Title: Request for Tenders for Hair
Picks and Single Blade Razors
for Institutional Use**

TENDER SUBMISSION DEADLINE:

Date: Wednesday, July 22, 2009

Time: 11:00:00 a.m. (Toronto Time)

If applicable, state Third Party Identification (Company Name) as per Section 4.1.3 of the RFT.

Company Name: _____

**TO: Ontario Shared Services
Supply Chain Management
Tender Administration Office
700 University Avenue, 6th Floor
Toronto, ON M5G 1X6**

The Postal Code is to aid in identifying the building only. The onus remains solely with Bidders to instruct courier/ delivery personnel to deliver Tender submissions to the exact floor location specified above by the Tender Submission Deadline. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Tenders must be submitted in a sealed package(s) to the address indicated on the Tender Return Label between the hours of 9:00 a.m. and 5:00 p.m. (Toronto Time) Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE TENDER SUBMISSION DEADLINE NOTED ABOVE. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

The Ministry does not accept responsibility for Tender submissions directed to any location other than the address indicated on the label above. The Postal Code is to aid in identifying the building only. **The onus remains solely with Bidders to instruct courier/ delivery personnel to deliver Tender submissions to the EXACT FLOOR location specified above.** Tenders that are delivered to another Ontario Government address before the deadline but arrive at the Tender Administration Office after the deadline will be disqualified.

Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Failure to affix this Label to your submission envelope/ package may also result in submissions not being recognized as Tenders. This could result in your Tender arriving late at the Tenders Office and your Tender will be deemed late, disqualified and returned to the Bidder.

Tenders received by Fax or any other kind of electronic transmission will be rejected.

Submission(s) received after the Tender Submission Deadline and Closing Time will not be accepted and will be returned unopened.