



Condominium  
Authority of  
Ontario

## **Request for Services (RFS)**

**Condominium Authority of Ontario**

**RFS No 07-20231023**

**Legal Services**

**P.O. Box 69038, RPO St. Clair Centre**

**Toronto, ON M4T 3A1**

**Issue date:** October 23, 2023

**Closing date:** November 09, 2023 on or before noon EST

**Issue Entity:** Condominium Authority of Ontario

**Contact:**

Paul Duffy

Director, Data & Policy

[RFSresponse@condoauthorityontario.ca](mailto:RFSresponse@condoauthorityontario.ca)

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# 1. Introduction

## 1.1 Invitation

The Condominium Authority of Ontario (CAO) hereby issues this Request for Services (“RFS”) to identify and secure vendors on retainer to provide legal services to CAO the CAO.

## 1.2 Background Information about the CAO

The Condominium Authority of Ontario (CAO) is a self-funded, not-for-profit corporation responsible for the administration of delegated provisions of the Condominium Act, 1998 and corresponding regulations as of September 2017. CAO is also responsible for the operations of the Condominium Authority Tribunal (CAT) which has authority to resolve prescribed disputes.

The policy changes that led to the creation of the CAO began in 2012 with the Ontario government’s extensive public review of the Condominium Act, 1998. Over an 18-month period, the Ministry of Government and Consumer Services (MGCS) led public consultations with owners, developers, condo managers, lawyers and mediators, who identified issues and made more than 2,000 submissions and more than 200 recommendations, with calls to strengthen consumer protection and support the needs of both current and future condo owners.

Consequently, the government created the Protecting Condominium Owners Act, 2015 (“PCOA”) which introduced significant changes to the Condominium Act, 1998, and paved the way for the establishment of the CAO and CAT.

The CAO aims to protect consumers and support condominium living by providing the following services and resources for condominium owners, residents, buyers, directors and managers across the province:

- Easy-to-use information to help owners and residents understand their rights and responsibilities;
- Free online resources, tools and guided steps to help condo owners and residents resolve common issues and disputes collaboratively;
- Mandatory training for condo directors elected or appointed after November 1, 2017 to help them understand their oversight and legal obligations;
- Easily accessible and cost-effective online dispute resolution service through the Condominium Authority Tribunal (CAT);

- Easy to navigate condominium returns system to allow corporations to file and update key information; and
- Publicly available and searchable Condominium Public Registry containing information on every condo corporation in Ontario.

For more information about CAO, please visit [www.condoauthorityontario.ca](http://www.condoauthorityontario.ca).

## 2. Scope of Services

The outcome of the RFS is to identify and secure vendor(s) on retainer to provide legal services to the CAO to help with the legal services and advises.

### 2.1 The scope of services:

- Advise the Condominium Authority of Ontario (CAO) on matters relating to the *Condominium Act, 1998*, its regulations, and related legislation (e.g., the *Condominium Management Services Act, 2015*, the *Ontario Not-For-Profit Corporations Act, 2022*))
- Conducting research (including research of both case law and common business practices in the condominium sector) to develop briefings, advice and interpretations concerning the interplay of the requirements of the legislation, *common law, and common business practices in the sector and the CAO's operations.*
- *Conducting legal reviews of documents and other materials as required to ensure consistency with the Condominium Act, 1998 (including its regulations), related legislation (e.g., the Condominium Management Services Act, 2015, Smoke-Free Ontario Act, Ontario Fire Safety Code), common law, and common business practices in the condominium sector."*
- Representing the CAO in any claim, demand, or cause of action by or against it in any court or tribunal in Ontario (e.g., appeals to CAO issues compliance orders).

### Timeliness/ Availability

The CAO require timely responses to their requests. Some issues may require immediate response by email or phone, where possible. Otherwise, the CAO expects that most simple or routine matters be dealt with by email or phone and within twenty-four (24) hours. More complicated matters should be dealt with within forty-eight (48) to seventy-two (72) hours.

### 3. Timelines

The timeline for selection will be as follows:

Activity	Timeframe
Issue RFS	October 23, 2023
Deadline for Questions by noon EST	November 02, 2023
Proposal Submission Deadline by noon EST	November 09, 2023
Proposal Evaluation Period	November 10, 2023 to November 17, 2023
Notification of Successful Firm	November 27, 2023

All timelines in this proposal are tentative and may be changed by CAO at its sole discretion.

### 4. Terms and Conditions for the RFS Process

#### 4.1 Submission Inquiries

All inquiries must be submitted electronically CAO no later than noon EST on November 02, 2023. Inquiries received after that time may not be responded to. Responses to inquiries will be shared with all Submitters. Please submit inquiries to the attention of:

Paul Duffy  
Director, Data & Policy  
RFSresponse@condoauthorityontario.ca

#### 4.2 Submission Instructions

Provide an electronic submission in PDF format to the attention of Paul Duffy at RFSresponse@condoauthorityontario.ca. Submissions must be received on or before noon EST on November 09, 2023. It is the responsibility of the Submitter to ensure that the submission is received by the time and date specified.

By submitting a response to the proposal, the Submitter acknowledges that:

The proposal submissions are irrevocable and open for acceptance for a period of 120 days following the proposal closing.

The Submitter will be responsible for all losses suffered or incurred by CAO arising from the Submitter's inability or failure to carry out the responsibilities under the proposal once notice of acceptance is provided to the Submitter by CAO

The Submitter warrants that it is sufficiently experienced, properly qualified, equipped, staffed, organized, and financed to provide the services.

CAO may at any time cancel, amend or clarify this RFS by issuing a written notice to this effect to the Submitters. No Submitter may rely on any oral explanation or interpretation respecting this RFS by CAO or any of its representatives unless the information or instructions are provided in writing by the CAO RFS contact.

### 4.3 Evaluation Process

The evaluation process consists of a review of the mandatory requirements and the point rated requirements. Mandatory requirements are not assigned a point score. All Submitters must meet the mandatory requirements before proceeding to the point rated evaluation stage. Proposals that do not comply with all mandatory requirements may be disqualified and not evaluated further. The proposal evaluation will be based on the point rate requirements as outlined in Section 5.2.

The evaluation is based on the information and documentation provided in the proposal, and it is recommended that each item in the point rated requirements be addressed in depth. The proposal should explain and demonstrate how the Submitter will carry out the work identified and satisfy the contract deliverables. Those responding to this RFS shall submit all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data could result in disqualification of the proposal from further consideration.

The Evaluation Criteria will be as follows:

Criteria	Description	Rating
Knowledge and Experience	Education, References, Experiences/ Outcomes with similar projects and other not-for-profit organizations.	50%
Quality and Completeness of Proposal	Understanding of the scope of work and CAO's needs, project plan with timelines and breakdown of deliverables, organizational resources to complete work.	20%
Price	Evaluation of proposed total pricing; include details of hourly rate and costs for any anticipated additional expenses.	30%
TOTAL WEIGHTING		100%

More information regarding the type of information that CAO is looking for under each evaluation category can be found in Section 5.2, which details the Point Rated Requirements.

All decisions as to the degree to which a proposal meets the requirements of the RFS are solely within the judgment of the CAO Management.

#### **4.4 Contract Award**

CAO reserves the right to accept or reject proposal submissions, in whole or in part, to adjust the scope of work or to modify any term or condition, which has been provided to the Submitter at its sole and absolute discretion.

CAO does not bind itself to accept any proposal submission. CAO reserves the right to terminate the process without awarding the contract.

The awarding of the contract is subject to the availability of funds for this statement of work. Should all proposals received exceed the specified budgeted funds, CAO reserves the right to terminate the process without awarding the contract.

Each proposal will constitute an offer by the Submitter to enter into an agreement on the terms of that proposal. After the closing date, CAO may interview any Submitter and may seek clarification or additional information in respect of the Submitter's proposal.

CAO's interpretation of the contents of the official proposal documents shall prevail.

CAO will notify all Submitters of whether or not they have been selected as the successful candidate. Any material submitted by the Submitter that is to be considered confidential must be clearly marked as such and must include all applicable restrictions. All documentation and manuals submitted by the Submitter shall become the property of CAO unless requested otherwise by the Submitter at the time of submission.

#### **4.5 Confidentiality and Non-Disclosure**

The Submitter acknowledges that any and all information provided by CAO in connection with this RFS is confidential and proprietary to CAO and shall not be disclosed to anyone except as required in order to prepare the submission without the prior written consent and approval of CAO, which may be reasonably withheld.

Any material provided by the Submitter that is to be considered confidential must be clearly marked as such and must include all applicable restrictions. All documentation

submitted by the Submitter shall become the property of CAO unless requested otherwise by the Submitter at the time of submission.

The Submitter, which if applicable includes its partners, officers, directors, employees, contractors, agents, co-venturers, shareholders and all persons or entities connected with or associated with the Submitter in any way ("the Submitter"), shall keep confidential and shall not communicate, release, disclose, copy, transfer, give or sell to any person or corporation or use for any commercial purpose all or any part of any information, including but not restricted to, lists, records, contracts, documents, data, proprietary designs, that is belonging to or obtained from or maintained by or through or about CAO or any of its employees, agents, or authorization holders under the FBCSA, which comes to the Submitter's knowledge or possession or control except as may be required in the course of the engagement of the Submitter's services by CAO or as CAO may separately approve in writing.

Unless CAO has given such a written release to the Submitter, the Submitter's obligations under this provision shall survive the term of the submission and be an ongoing obligation, regardless of whether a particular contract for the Submitter's services is in existence or has been completed or CAO enters into a new contract for the Submitter's services or CAO is no longer using the Submitter's services or any other agreement or business relationship between CAO and the Submitter is terminated.

#### **4.6 Cost of Submission**

All costs incurred in the preparation and presentation to respond to this RFS in any way whatsoever will be wholly absorbed by the Submitter.

#### **4.7 Save Harmless**

By submitting a proposal, the Submitter agrees to protect and save harmless CAO against any damages, costs or liability for any injuries or damages to any person (including death) or property arising from acts or omissions of the Submitter, its employees, or agents, any of which result from or are a consequence of the purchase or lease of goods and services from the Submitter's proposal.

#### **4.8 Disposition of Proposals and Submissions**

All materials submitted in response to this RFS will become the property of CAO and will be returned only at CAO's option and the Submitter's expense.

#### **4.9 Bankruptcy, Insolvency or Change in Control**

The Submitter shall notify CAO if he/she/it becomes bankrupt, insolvent or undergoes a change in control after submission of its proposal but before the awarding of the contract,

which event shall constitute sufficient grounds for CAO to not award the contract to that individual/entity.

## 5. Proposal Requirements

The following sections outline the requirements for this RFS.

### 5.1 Mandatory Requirements

Mandatory requirements are not assigned a point score. A pass will be assigned for each item submitted that meets the requirements. If any component fails or contains an item that for any reason cannot be evaluated, it shall be deemed non-compliant, and the evaluation process will not continue to the next phase.

Submission Criteria:

- submitted by method noted above in section 4.2;
- contains signed cover letter accepting terms and conditions outlined in this RFS; and
- a covering letter signed and dated by a duly authorized signing officer agreeing to be bound by the terms and conditions of this proposal (unconditional acceptance) with confirmation at or before the time of closing that the mandatory requirements have been met;
- value added suggestions, if any;
- proposed personnel and their professional qualifications and related experience;
- a minimum of three references;
- A statement confirming that the Submitter can meet all the requirements outlined in this RFS;
- any actual or perceived conflicts of interest;
- proposed project plan with a time schedule for completion; if applicable
- agreement to use the CAO's standard form contract, attached as Appendix A; and
- a quote for the scope of work, including estimate of travel, disbursements and any other anticipated incidental expenses.

## 5.2 Point Rated Requirements

### 5.2.1 Knowledge and Experience

In this section, CAO is looking for a description of the individual/firm and its relevant experience. The proposals will be assessed based on knowledge and experience in the areas. The following items should be addressed:

- a. The name of the individual/firm, address, telephone number, facsimile number, name of key contact person and email address of the key contact person.
- b. Outline knowledge and experience with projects of similar size and scope.
- c. Provide current curriculum vitae for each employee assigned to deliver the scope of work.
- d. Provide three (3) written references, at least one of which is from a not-for-profit organization or designated administrative authority with whom the Submitter as worked within the last three years and provided relevant services that will demonstrate knowledge, experience and improvements made in similar projects. For each reference, the following information shall be provided:

company name, primary contact person and phone number

time and duration of service provided; and

a written summary of services and outcomes of such services provided.

### 5.2.2 Quality and Completeness of Proposal

Proposals shall clearly state the consultant's understanding of the work to be performed and of the CAO's needs. Proposals must include a project plan with a focus on the scope of work, including the following:

- a. A proposed approach and methodology to achieve the desired outcomes;
- b. An assessment of the project timelines;
- c. Any risks that are perceived in completing the project and projected mitigation for those risks;
- d. Evidence of an organizational structure, including in-house resources to successfully manage and accomplish the tasks identified in the scope of work;
- e. A detailed breakdown of all the deliverables identified in the scope of work;

- f. A process to track and report work progress and successful completion of milestones; and
- g. A demonstrated commitment to corporate governance excellence and continuous improvement.

### **5.2.3 Price**

The proposal should clearly establish the basis for remuneration as follows:

- a. Include collective and separate quotes for the components of the project.
- b. Estimation of the time required for each component of the project.
- c. Estimation of travel, disbursement and other anticipated incidental expenses. All anticipated additional expenses (i.e., travel, mileage, accommodations, etc.) must be stated separately.
- d. Hourly rates for any additional work beyond the scope of work.
- e. All pricing/fees are to be stated in Canadian funds.
- f. Applicable taxes should be stated separately.
- g. Outline standard terms for payment.

## Appendix A

### **CAO SERVICE AGREEMENT**

#### **BETWEEN:**

**Condominium Authority of Ontario (the “CAO”)**

P.O. Box 69038, RPO St. Clair Centre  
Toronto, ON M4T 3A1

- and -

(the “**Supplier**”)

#### **PREAMBLE**

The Supplier submitted a proposal (Schedule C) on \_\_\_\_\_ (the “**Supplier’s Proposal**”) in response to the CAO’s Request for Service No. \_\_\_\_\_ (Schedule A) issued on \_\_\_\_\_ (the “**RFS**”) and outlined in Section 2 of this agreement.

FOR VALUABLE CONSIDERATION, the parties agree as follows:

#### **1. INTERPRETATION**

The definitions and rules of interpretation in this Section 1 apply in this Agreement.

##### **1.1 Definitions:**

“**Acceptance**” means the acceptance of the Deliverables by the CAO pursuant to Section 3.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in Ontario when banks in Toronto are closed for business.

“**Charges**” means the Supplier's entire fee for providing the services, which shall be an amount, plus HST.

“**Confidential Information**” means all information and communications sent between the Supplier and the CAO with respect to this agreement, its deliverables, or its conditions, including the existence of this agreement pursuant to Section 11.2, and includes all information, where the information is: (a) identified as confidential at the time of disclosure; or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

“**Deliverables**” means the services to be provided pursuant to this Agreement as set out in the RFS and as described in the Preamble.

“**HST**” has the meaning set forth in Section 4.2.

**“IP Rights”** means patents, rights to inventions, copyright, trade-marks, business names and domain names, rights in trade dress, goodwill and the right to sue for passing off or unfair competition, rights in industrial designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of Canada.

**“Materials”** means all content included in Deliverables provided by the Supplier to the CAO.

**“Personal Information”** has the meaning given to it in the *Personal Information Protection and Electronic Documents Act* (Canada).

**“Project”** means the provision by the Supplier of the Deliverables as set out in the RFS and this Agreement.

**“RFS”** has the meaning set forth in Paragraph A of the Preamble.

**“Supplier’s Proposal”** has the meaning set forth in Paragraph A of the Preamble.

- 1.2** References to Articles and Sections are (unless otherwise provided) references to the Articles and Sections of this Agreement. Words in the singular include the plural and, in the plural, include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time. Any words following the terms “including,” “include,” “in particular,” “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. All sums of money referenced in this Agreement are in Canadian dollars.

## **2. SCOPE OF THE PROJECT**

The Supplier shall complete the Deliverables in accordance with the RFS (attached as Schedule A)

## **3. ACCEPTANCE OF DELIVERABLES**

- 3.1** Once the Supplier has completed each Deliverable, the CAO shall review the Deliverable.
- 3.2** Acceptance of a Deliverable shall occur when the CAO confirms to the Supplier that it is satisfied with the Deliverable.
- 3.3** If a Deliverable is not accepted under Section 3.2, the CAO may, by written notice to the Supplier, elect at its sole option to:
- (a) without prejudice to its other rights and remedies, fix a new date for completion of a Deliverable; and

- (b) if the CAO is still not satisfied with the Deliverable within 10 Business Days of the new date fixed for completion, the CAO shall be entitled in its sole discretion to: (i) give the Supplier another opportunity to complete the Deliverable in accordance with this Agreement or (ii) reject the Deliverable as not being in conformity with this Agreement, in which event this Agreement shall automatically terminate.

#### **4. CHARGES AND PAYMENT**

- 4.1 Following Acceptance of a Deliverable, the Supplier shall issue an invoice in respect of the Charges, and the CAO shall pay to the Supplier the Charges calculated correctly and set out in such invoice within 30 days of receipt of it, except for any amount in respect of which there is a genuine dispute. For greater clarity, the Supplier will issue invoices on a monthly basis.
- 4.2 The service fees to be paid under this Agreement shall not exceed the maximum amount of **\$XXX** per annum. All Charges are exclusive of harmonized sales tax ("HST"). Upon completion of the deliverable(s) and once the maximum amount is reached, the Supplier will be under no obligation to provide further Deliverables unless both the CAO and the Supplier mutually agree to issue an addendum to existing agreement to increase the service fee limit.
- 4.3 The Supplier shall send monthly invoices to [ap@condoauthorityontario.ca](mailto:ap@condoauthorityontario.ca) for processing.

#### **5. WARRANTIES**

- 5.1 The Supplier shall perform the services to be provided under this Agreement and provide the Deliverables with reasonable care and skill and in accordance with the highest industry practices and standards.

#### **6. LIMITATION OF REMEDIES AND LIABILITY**

- 6.1 Nothing in this Agreement shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) any breach of the implied terms of merchantability and fitness for purpose; (c) fraud; or (d) negligence.
- 6.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

#### **7. CONFLICTS CLEARANCE**

- 7.1 The CAO acknowledges that the Supplier has obligations under the Ontario Law Society's Rules of Professional Conduct in respect of addressing any potential or actual conflict of interest, applies rigorous standards of conflict avoidance, and will conduct its standard internal conflict check in connection with all new matters where

the matter is specific to a particular registrant, developer, builder or potential client of the Supplier. In the event of a potential conflict, the Supplier will so advise the CAO and engage the Supplier's Conflicts Committee before the matter may be opened or advice given to ensure clients' interests are protected.

## **8. IP RIGHTS**

- 8.1** The Supplier assigns all of its IP Rights in the Deliverables to CAO. The Supplier hereby grants CAO a non-exclusive, perpetual licence to use and modify the Deliverables. The Supplier hereby irrevocably waives all of its moral rights in and to the Deliverables, including, without limitation, the rights of attribution and integrity. The Supplier represents and warrants that any authors of the Deliverables have waived all of their moral rights in and to the Deliverables including, without limitation, the rights of attribution and integrity.
- 8.2** The Supplier shall not submit Deliverables that infringe the IP Rights of any third party.
- 8.3** The Supplier shall indemnify the CAO against all damages, losses and expenses arising as a result of any action or claim of infringement of IP Rights of a third party with respect to the unmodified form and content of the Deliverables as supplied to the CAO by the Supplier.
- 8.4** Indemnity is subject to the CAO: (a) promptly notifying the Supplier in writing of a claim; (b) making no admissions or settlements without the Supplier's prior written consent; (c) giving the Supplier all information and assistance that the Supplier may reasonably require.
- 8.5** If the Supplier receives information about an infringement or misappropriation action or claim related to the Deliverables, the CAO may require the Supplier, at the Supplier's cost, to: (i) assist the CAO in modifying the Deliverables so that they no longer infringe or misappropriate; or (ii) obtain a licence from the third party for the CAO's continued use of the Deliverables in accordance with the Agreement. Supplier hereby transfers and assigns all of Supplier's right, title and interest in and to the Deliverables to CAO, including, without limitation, ownership of all copyright and any other intellectual property rights in Canada, and all other countries of the world, for the entire term during which said rights exist.

## **9. TERM AND TERMINATION**

- 9.1** This Agreement shall commence on the date of execution and delivery thereof by the CAO and the Supplier.
- 9.2** This Agreement shall remain in full force and effect for a term of twelve (12) months from the execution date. Thereafter, this agreement shall be renewed for successive one-year terms by issuing addendum to this agreement to a maximum of two additional terms, unless either party gives the other party written notice of termination at least 90 days prior to the end of the current term.

**9.3** Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the *Bankruptcy and Insolvency Act* (Canada);
- (c) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**9.4** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

**9.5** Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including any rights under Section 8 and the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Section 8 continues to apply despite the completion of Deliverables under this Agreement.

## **10. FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure is caused by an event of Force Majeure, as hereinafter defined. For the purposes hereof, "Force Majeure" means any material event or circumstance which is beyond the reasonable control of the party which has delayed in or failed to perform the obligation in question under this Agreement including, but not limited to any act of God, act of war (declared or undeclared), civil disturbance, riot, blockages, insurrections, sabotage, vandalism, rationing of or failure to receive supplies, materials, equipment, labour or transportation being provided by any other person, strike, lockout, work slowdown or stoppage, accident, fire, explosion, flood, lightning, storm, earthquake, or landslide but, for greater certainty, does not include financial inability or the failure to perform obligations solely as a result of the fact that to do so will result in economic loss or hardship to the affected party. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this Agreement by giving five Business Days' written notice to the affected party.

## **11. CONFIDENTIALITY**

- 11.1** Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care. The Supplier may not use the Confidential Information of the CAO for any purpose other than to perform the services to be provided under this Agreement and provide the Deliverables to the CAO.
- 11.2** The Supplier agrees to keep this Agreement, its deliverables, and provisions confidential, and shall not make any public statement, announcement or disclosure respecting this Agreement without the prior written consent of the CAO.
- 11.3** Confidential Information provided by the CAO shall be returned to it by the supplier within two Business Days of a request in writing to do so.
- 11.4** The obligations set out in this Section 11 shall not apply to Confidential Information which the receiving party can demonstrate: (a) is or has become publicly known other than through breach of this Section 11; (b) was in possession of the receiving party prior to disclosure by the other party; (c) was received by the receiving party from an independent third party who has full right of disclosure; (d) was independently developed by the receiving party; or (e) was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 11.5** The obligations of confidentiality in this Section 11 shall not be affected by the expiry or termination of this Agreement.

## **12. NOTICES**

- 12.1** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by other next-working-day delivery service to the address set out below; or (b) sent by email to the email address set out below, or such other addresses or email addresses as may hereinafter be designated by notice in writing to:

**CAO:**

Condominium Authority of Ontario  
P.O. Box 69038, RPO St. Clair Centre  
Toronto, Ontario M4T 3A1

**Attention:**

**E-mail:**

**SUPPLIER:**

[insert address of Supplier] **Attention:** [name]

**E-mail:**

Each party shall send a notice to the other party if there is a change in a contact person designated under Section 12.1.

**13. PUBLICITY**

All media releases, public announcements and public disclosures by the Supplier relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the CAO and approved by the CAO before release.

**14. ASSIGNMENT**

The Supplier may not assign or transfer any of its rights or obligations under this Agreement.

**15. ENTIRE AGREEMENT**

**15.1** This Agreement (including the RFS (Schedule A), Non-Disclosure Agreement (Schedule B) and, the Supplier's Proposal (Schedule C) attached to this Agreement) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**15.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

**16. THIRD PARTY RIGHTS**

No one other than a party to this Agreement, their successors and permitted assigns, shall have any right to enforce any of the terms of this Agreement.

**17. AMENDMENT AND WAIVER**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives). No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. CUMULATIVE REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. SEVERABILITY**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of a provision or part-provision under this Section 18 shall not affect the validity and enforceability of the rest of this Agreement.

**20. GOVERNING LAW AND FORUM**

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Each party irrevocably agrees that the courts of Ontario shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**21. COUNTERPART SIGNATURE:**

This Agreement may be signed in paper form or by electronic signature in accordance with the *Electronic Commerce Act, 2000* (Ontario). It may also be signed in one or more counterparts and delivered personally or by e-mail of the signing page in Adobe Portable Document Format (PDF®). Each counterpart shall be considered binding on the signatory thereto and when put together shall constitute a single instrument.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the dates set out below.

**CONDOMINIUM AUTHORITY OF ONTARIO**

by: \_\_\_\_\_

**Name:** Robin Dafoe

**Title:** Chief Executive Officer and Registrar

**Date:**

I have authority to bind the Corporation

**(the "Supplier")**

by: \_\_\_\_\_

**Name:**

**Title:**

**Date:**

I have authority to bind the Corporation