



Condominium
Authority of
Ontario

Request for Services (RFS)

Condominium Authority of Ontario

RFS No 08-20240110

IT – Azure landing zone solution – Phase 2

Addendum - 1

This addendum -1 is in addition to the RFS No. 08-20240110 issued on January 10th, 2024, to extend the Proposal Submission Deadline to a new date as listed in the below table. These new deadlines are replacing the old deadlines stated in the Original RFS document. As well, this addendum provides the document to represent Appendix 1 referenced in the Original RFS document.

3. Timelines

The timeline for selection will be as follows:

| Activity | Timeframe | Revised Timeframe |
|--|--------------------------------|--------------------------------|
| Issue RFS | 10 th January 2024 | N.A |
| Deadline for Questions by noon EST | 24 th January 2024 | 30 th January 2024 |
| Proposal Submission Deadline by noon EST | 31 st January 2024 | 5 th February 2024 |
| Proposal Evaluation Period | 7 th February 2024 | 15 th February 2024 |
| Notification of Successful Firm | 15 th February 2024 | 22 nd February 2024 |

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

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 B) 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 B)

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 for processing, or any other address specified from time to time.

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 Supplier does not have any actual or perceived conflicts of interest in performing work for the Condominium Authority of Ontario. In the event of a potential conflict, the Supplier will so advise the CAO before the matter may be opened or advice given to ensure the client's interests are protected.

8. IP RIGHTS

- 8.1** The Supplier assigns all of its IP Rights in the Deliverables to CAO. 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 Non-Disclosure Agreement (Schedule A), the RFS (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