ADDENDUM NO. 1

Questions and Answers

RFS No.	02-20260817
Title	Strategic Planning Services
Issued by	Condominium Authority of Ontario
Date of addendum	26th August 2026
Contact	Heta Pandya, Manager Finance & Controller — RFSresponse@condoauthorityontario.ca
Closing date	Monday, August 31, 2026, on or before 12:00 noon Eastern local time

Purpose of this addendum

This addendum responds to the written inquiries received in respect of RFS No. 02-20260817, Strategic Planning Services. Questions have been paraphrased, consolidated and grouped by theme; where several proponents raised the same or a closely related point, a single collective answer is given. The identity of the proponent submitting a question is not disclosed.

This addendum forms part of the RFS. In the event of any conflict between this addendum and the RFS as originally issued, this addendum prevails. All other terms and conditions of the RFS remain unchanged. Capitalised terms have the meanings given to them in the RFS.

An index at the end of this document maps each question as received to the answer that addresses it.

Contents

1. RFS process, deadlines and submission

Answer 1

> **Q** *Please confirm the proposal submission deadline. The RFS refers to "noon EST"; as Toronto observes Eastern Daylight Time in August, please confirm deadlines are noon Eastern local time.*

Proposals must be received on or before **12:00 noon on Monday, August 31, 2026**.

References to "noon EST" throughout the RFS should be read as **noon Eastern local time in Toronto**, which in August is Eastern Daylight Time (UTC-4). The same reading applies to the noon deadline for questions on August 24, 2026.

Time of receipt is determined by the time the submission is received in the CAO mailbox identified in Section 4.2, not the time it is sent. It is the proponent's responsibility to allow for transmission delays. Submissions received after the deadline may be rejected.

Answer 2

> **Q** *Please confirm proposals are submitted by email and that no submission through Biddingo is required. Is there a maximum file size or preferred delivery method for the PDF submission, and will CAO acknowledge receipt?*

Yes. Proposals are to be submitted **by email, in PDF format**, to RFSresponse@condoauthorityontario.ca. **No submission through Biddingo or any other procurement portal is required.**

The CAO mail system accepts attachments up to 20 MB per email. Where a submission exceeds that limit, proponents may either:

- split the submission across multiple emails, each clearly numbered in the subject line (for example, "RFS 02-20260817 — Proponent Name — 1 of 3"), all of which must be received before the deadline; or
- provide a secure download link that remains active for at least thirty (30) days and does not require CAO staff to create an account or install software.

CAO will acknowledge receipt of each submission by return email within one business day. A proponent that has not received an acknowledgement should contact the RFS contact in Section 4.1 before the deadline.

Answer 3

> **Q** *Will CAO circulate all questions and responses to all proponents?*

Yes. This document is CAO's complete response to the questions received by the deadline in Section 4.1 and is being issued to all parties that have obtained the RFS, and posted with the RFS on CAO Website and Biddingo.

Questions have been paraphrased, consolidated and grouped by theme. Where several proponents raised the same or a closely related point, a single collective answer has been given. The identity of the proponent submitting a question is not disclosed.

This addendum forms part of the RFS. In the event of any conflict between this addendum and the RFS as originally issued, this addendum prevails. All other terms and conditions of the RFS remain unchanged.

Answer 4

> **Q** *Is there a page limit or prescribed structure for the proposal, and are appendices excluded?*

There is **no prescribed page limit**. CAO encourages concise, well-organised proposals and asks that proponents address the point-rated requirements in Section 5.2 **in the order in which they appear**, using corresponding headings, so that evaluators can locate each item.

Appendices — personnel biographies, the three written references, evidence of insurance, and the signed cover letter — are supplementary and will not count against any length guidance. Material that is substantively responsive to Section 5.2 should appear in the body of the proposal rather than in an appendix.

2. Evaluation, scoring and award

Answer 5

> **Q** *Is there a minimum passing threshold for the point-rated criteria, and is a minimum score required to be shortlisted or to proceed to the presentation stage?*

The mandatory requirements in Section 5.1 are assessed pass/fail and must all be met before a proposal proceeds to point-rated evaluation.

For the point-rated criteria, we are unable to share this information at this time

Answer 6

> **Q** *How will the 30% price criterion be scored? Will all proponents be evaluated on price or only a shortlist? Is CAO evaluating a total engagement fee, blended hourly rates, or both?*

All compliant proposals will be scored on price. Price scoring is not limited to a shortlist.

The evaluated price is the **total fixed fee for the full engagement**, in Canadian dollars, exclusive of HST, and inclusive of all disbursements (see Answer 28). Optional items are excluded from the evaluated total (see Answer 27).

Hourly rates by role are required under Section 5.2.3 and will be used to assess reasonableness and to price any additional services authorised during the engagement.

Answer 7

> **Q** *For the potential presentation on September 15, 2026: in person or virtual; what duration and format; who is the audience; and is it scored separately or used to adjust the point-rated scores?*

CAO may, at its discretion, invite one or more finalists to present. The presentation stage may not be held at all.

If held, the session is expected to be virtual, by Microsoft Teams, of approximately sixty (60) minutes — thirty minutes of presentation followed by thirty minutes of questions, with an audience comprising members of the Board committee overseeing this engagement together with members of the Executive Leadership Team.

The presentation is not scored as a separate criterion. It is used to validate and, where warranted, to adjust the scores already assigned under the two technical criteria in Section 4.3. Price scores are not adjusted as a result of the presentation.

Finalists will receive the format, timing and any specific topics to be addressed with the notification referenced in the Section 3 timeline.

Answer 8

> **Q** *Is this RFS intended to award a defined engagement to one successful proponent, or to establish one or more approved service providers for as-needed work?*

CAO intends to award a single, defined strategic planning engagement to one successful proponent, as described in Sections 2.1 to 2.3. The final decision remains at CAO’s discretion

The language in Section 4.4 regarding "approved Vendors" is CAO's standard wording. It preserves CAO's discretion and does not convert this RFS into a competition to establish a roster or standing offer. Proponents should price and plan for the single engagement described in Section 2.

Answer 9

> **Q** *Has CAO established a budget, budget range or not-to-exceed amount for this engagement that proponents should align to?*

CAO is not disclosing a budget, budget range or not-to-exceed amount for this engagement.

Proponents should propose a fee that reflects their own proposed approach and level of effort, and that is proportionate to CAO's size, statutory mandate and operating context as a not-for-profit delegated administrative authority. Price accounts for 30% of the evaluation.

For clarity, the reference to "$XXX per annum" in Section 4.2 of the draft Service Agreement is a placeholder that will be completed with the successful proponent's proposed fee at the time of award.

3. Engagement term, plan horizon and schedule

Answer 10

> **Q** *What period will the next Strategic Plan cover, separate from the "North Star" horizon? What is the term of the current plan and when does it expire? What is the intended timing for completion, Board approval and implementation?*

CAO's current plan is the **CAO 2024–2027 Strategic Plan**, which is publicly available under "Corporate Documents" at www.condoauthorityontario.ca and which runs to the end of fiscal 2026–27 (CAO's fiscal year ends March 31).

The next Strategic Plan is expected to be 3-5 years, to be determined later, starting from fiscal 2028-29.

The "North Star" referenced in Section 2.3 is an **illustrative longer-term direction of approximately ten years**. It is intended to frame and give ambition to the plan; it is not the term of the plan itself and is not a separate approved document.

Timing: the engagement commences in September 2026; the final Strategic Plan is to be delivered ready for Board consideration and approval by **August 2027**; Board approval is anticipated at the Board meeting in Q2 of fiscal 2027–28; and implementation, together with public release, is anticipated to follow in Q2 of fiscal 2027-28.

CAO acknowledges that the current plan's stated period ends before the new plan is approved and will manage the transition through its annual business planning cycle.

Answer 11

> **Q** *What level and pattern of vendor effort should be assumed across September 2026 to August 2027 — continuous full-time support, or a phased model? Does the August 2027 date reflect the consulting effort itself or CAO's governance cycles?*

Proponents should assume a **phased engagement with periods of concentrated activity, not continuous full-time consulting support**. Vendor effort is expected to be materially uneven across the twelve months.

The August 2027 completion date is driven **primarily by CAO's governance, engagement, review and Board approval cycles**, not by the duration of the consulting work itself.

Answer 12

> **Q** *Can CAO identify fixed governance, Ministry, budget and approval dates and phase milestones through August 2027? How does the plan cycle align with the fiscal year and annual business planning cycle? Are there concurrent initiatives, regulatory changes or availability constraints affecting sequencing?*

CAO's **fiscal year ends March 31**. The annual business planning cycle runs through the fall and winter, with the business plan finalised for the start of the new fiscal year. The next Strategic Plan is intended to inform the business plan for the first full fiscal year of the plan period identified in Answer 10 onward.

The Board meets approximately 4 times per year. **Fixed Board and committee meeting dates for the period September 2026 to August 2027 will be provided to the successful vendor at project kickoff**, and project milestones will be anchored to them at that time. Proponents are not expected to build their schedule around specific dates in their proposals.

Known matters that may affect sequencing and stakeholder availability: CAO to list — for example, ongoing regulatory amendments under the Condominium Act, 1998; changes to the Condominium Authority Tribunal's jurisdiction; the annual meeting cycle; and the annual business planning and budget period.

Proponents should build reasonable flexibility into their proposed schedule and identify any dependencies on CAO for scheduling.

Answer 13

> **Q** *Does the Administrative Agreement impose requirements on the content, timing or approval of the Strategic Plan? Is Ministry review a step in the schedule? Who is the project sponsor and lead contact, and what is the "Committee" referenced in the Section 3 timeline?*

The **Administrative Agreement between CAO and the Ministry of Public and Business Service Delivery and Procurement** is publicly available under "Corporate Documents" at www.condoauthorityontario.ca. Proponents are encouraged to review it.

The Administrative Agreement requires CAO to provide its business plan to the Minister annually. Ministry review or endorsement of the Strategic Plan itself is not a scheduled approval gate within this engagement, although CAO will keep the Ministry informed. Approval of the Strategic Plan rests with the CAO Board.

The project sponsor and lead contact for the engagement is the CEO & Registrar. The "Committee" referred to in Section 3 is an ad-hoc committee of the Board, the Strategic Planning Committee.

For clarity, the contact for all RFS-process inquiries remains Heta Pandya, Manager Finance & Controller, at RFSresponse@condoauthorityontario.ca, as provided by Section 4.1. **CAO asks that proponents direct all inquiries concerning this RFS to that contact**, and not to other CAO directors, officers or employees.

4. Background documentation and data

Answer 14

> **Q** *What documents and performance or operational data will be available at project start? Can the current plan, annual report and business plan be provided to proponents now, or only to the successful vendor? Have there been recent reviews or assessments whose findings will inform this process?*

The following are already publicly available under "Corporate Documents" at www.condoauthorityontario.ca and require no request:

- CAO 2024–2027 Strategic Plan
- CAO 2026–27 Business Plan and prior business plans
- CAO annual reports, including the 2024–25 Annual Report and audited financial statements
- The Administrative Agreement between CAO and the Ministry
- CAO's Amended and Restated General By-Law and its published governance policies

The following types of documents will be made available to the successful vendor at kickoff, under the confidentiality obligations of the engagement, and are not being released during the RFS process:

- Internal operational, service-level and performance data and reporting, including CAT case volumes and outcomes
- Board and committee materials relevant to strategy
- Applicable memoranda of understanding
- Any applicable internal reviews.

Proponents are **not expected to analyse non-public material in their proposals**, and no proponent will be advantaged or disadvantaged in evaluation by reference to information that has not been made available to all.

5. Stakeholder engagement and working sessions

Answer 15

> **Q** *How many Board members, Executive Leadership Team members and staff are in scope?*

- **Board of Directors** — seven (7) directors
- **Executive Leadership Team** — four(4) members
- **CAT Tribunal Chair** (1)
- **Staff complement** — approximately seventy (70) employees

External stakeholder groups are addressed in Answer 16.

Answer 16

> **Q** *What is the anticipated scope of stakeholder engagement — which external groups, how many participants, and in what format? Will CAO identify participants and coordinate scheduling? Is the vendor expected to recruit and manage sector experts, and would honoraria be a CAO cost?*

External engagement is in scope. Sections 2.1 and 2.3 of the RFS refer to "potentially external stakeholders" and to "such staff and external stakeholders as the CAO may identify"; CAO confirms that external engagement forms part of this engagement. The groups that CAO will consider engaging are:

- Condominium owners and residents
- Condominium directors
- Condominium managers and management firms
- Sector associations and industry bodies
- Condominium lawyers and other professional advisors
- Users of the Condominium Authority Tribunal
- The Ministry and other public authorities

CAO will identify the participants and provide introductions. The vendor is responsible for designing the engagement activities, preparing materials, scheduling and confirming participants once identified, facilitating the sessions, and reporting the results. CAO will provide reasonable administrative support with scheduling.

In relation to the "identification of experts from the sector" in Section 2.3: the vendor is expected to **propose and help recruit** suitable participants, working with CAO, and to manage their participation in any session. **Any honoraria or participation fees will be a CAO cost** and should not be included in the proponent's price.

For pricing purposes, proponents should assume approximately ten (10) twelve (12) to fifteen (15) individual stakeholder interviews and four (4) facilitated external focus groups. Any province-wide survey is addressed in Answer 19.

Answer 17

> **Q** *How many facilitated working sessions does CAO anticipate, with whom, over what months, and of what duration? Will sessions be in person, virtual or a mix, and where would in-person sessions be held?*

So that all proponents price on a consistent basis, the following **planning assumptions** should be used. Proponents may propose a different design, but should state clearly how it differs.

- **Board working sessions** — four (4) each approximately half a day
- **ELT working sessions** — four (4), each approximately half a day
- **Joint Board and ELT session** — one (1), approximately one full day
- **Individual interviews (Board, ELT, key staff)** — approximately fifteen (15), each 45 to 60 minutes
- **All-staff session or workshop** — one (1)
- **Validation / review sessions** — two (2), each approximately two hours

Sessions are expected to be **a mix**, , with approximately five (5) – eight (8) sessions held in person — typically the joint Board and ELT session and the principal validation sessions.

In-person sessions will be held at CAO's Toronto office; the meeting address will be confirmed at kickoff. CAO provides the venue and standard meeting facilities at no cost to the vendor.

Proponents should provide a **unit rate for additional working sessions** beyond the assumptions above, so that any expansion can be authorised without renegotiating the base fee.

Answer 18

> **Q** *Does CAO expect engagement with staff below the ELT, such as an all-staff session or employee survey? Will CAT leadership be engaged separately given its distinct operating context?*

Yes . Internal engagement is expected to extend below the Executive Leadership Team. The leadership of the Condominium Authority Tribunal will be engaged separately in recognition of the CAT's distinct adjudicative operating context.

Answer 19

> **Q** *Does CAO contemplate primary research such as a province-wide survey or polling? If so, would third-party costs be borne by CAO or included in the proponent's price?*

Whether primary research of this kind is undertaken will be determined during the engagement, in consultation with the Board and ELT.

Proponents should not include third-party costs in their base fee. Survey platform and panel costs, translation, incentives and honoraria, and similar external costs would be **scoped and authorised separately and borne by CAO**.

Proponents may include, as clearly labelled optional pricing, the professional fees they would charge to design, administer and analyse such research. Optional pricing is not included in the evaluated total (see Answer 27).

6. Research

Answer 20

> **Q** *Should proponents assume each research area in Section 2.3 forms part of the engagement, or are these illustrative? What research and benchmarking depth is expected, which comparators or geographies are preferred, and is direct outreach expected?*

The research areas listed in Section 2.3 are **illustrative examples**, not a fixed work list. The specific research undertaken will be agreed with CAO based on the questions that emerge during discovery.

Proponents should nonetheless include in their base proposal a **reasonable core research and benchmarking effort** sufficient to inform the strategic discussions, and should state the effort assumed.

Preferred comparators: other Ontario delegated administrative authorities; comparable regulators, tribunals and consumer-protection bodies in other Canadian provinces; and, where instructive, comparable bodies in other common-law jurisdictions.

Expected depth is **desk-based review and synthesis** of published strategic plans, mandates, performance frameworks and sector data. **Direct outreach to comparator organisations is not required**, though proponents may propose it as an option where they consider it would add material value.

Answer 21

> **Q** *How should proponents account for research requests that emerge from the Board or ELT during the engagement? Should an allowance be included in the base fee, or would material additional research be scoped separately?*

Proponents should include a **stated allowance for emergent research** within their base fee and should express it plainly — for example, as a number of consultant days or a dollar amount — so that CAO and the proponent share the same expectation.

Research materially beyond that allowance will be scoped and authorised separately in writing before any work is undertaken, consistent with Section 4.2 of the RFS, which provides that no billable work will be undertaken without express written approval following a cost quotation and time estimate. Any resulting increase to the maximum fee is given effect by an addendum under Section 4.2 of the Service Agreement.

7. Deliverables, drafts and format

Answer 22

> **Q** *What level of detail is expected for supporting initiatives, KPIs and the roadmap — high-level measures, or implementation-ready definitions with sequencing, ownership, milestones, baselines and targets? Does CAO expect supporting deliverables beyond the plan itself?*

CAO's expectation sits **between the two extremes described**. The vendor is expected to deliver:

- Strategic objectives, with supporting initiatives defined at a level sufficient for CAO to plan, sequence and budget them
- A **KPI framework** with clear indicator definitions and, where data exists, baselines and proposed targets
- A **multi-year roadmap** showing sequencing and indicative timing across the plan period, with proposed executive ownership at the ELT level
- A short **public-facing summary** of the plan suitable for stakeholders and the Ministry

Detailed implementation planning — project charters, individual accountabilities below the ELT, resource loading and operational work planning — **remains CAO's responsibility**, informed by the vendor's advice and the roadmap. Proponents who wish to offer implementation support beyond this should price it as a clearly labelled option.

Answer 23

> **Q** *Can CAO confirm the required interim reports and plan drafts, the number of review and revision rounds included, and the deliverable acceptance criteria?*

For pricing purposes proponents should assume:

- **Written phase reports** — three (3): one at the conclusion of discovery, one following the research and stakeholder engagement phase, and one summarising the outcomes of the working sessions
- **Strategic Plan drafts** — a first full draft, one revised draft, and the final plan
- **Review rounds** — two (2) – four (4) rounds of consolidated written feedback on the plan, from the ELT and the Board

CAO will consolidate all comments into a single written response for each review round, so that the vendor receives one reconciled set of feedback rather than individual mark-ups.

Acceptance is governed by Section 3 of the Service Agreement: a deliverable is accepted when CAO confirms to the Supplier that it is satisfied with it. CAO will give that confirmation in writing. In practice, CAO will assess a deliverable against the scope in Section 2.3 of the RFS, the agreed work plan, and the feedback given in the applicable review round, and will provide written comments after receipt.

Answer 24

> **Q** *Does CAO require a designed, publication-ready Strategic Plan document, or a well-formatted Word/PDF document with CAO undertaking graphic design? Is French translation required, and is AODA/WCAG accessibility conformance the vendor's or CAO's responsibility?*

The vendor is required to deliver a **well-structured, well-written final Strategic Plan in Microsoft Word**, together with any figures in editable source format.

Graphic design, layout and production of the published document will be undertaken by CAO.

French translation is CAO's responsibility. AODA and WCAG 2.0 Level AA conformance of the published document is likewise CAO's responsibility.

The vendor must, however, deliver source files that are **structured to support accessible publication**: built-in heading styles applied throughout, alternative text supplied for every figure, no substantive text embedded in images, properly structured tables with header rows, and meaningful hyperlink text. Proponents who wish to offer design, translation or accessibility remediation services should price them as clearly labelled options.

Answer 25

> **Q** *Can CAO confirm on-site and remote delivery expectations? If on-site, will it be at CAO's offices in St. Clair Centre?*

Delivery is expected to be **predominantly remote**, with a limited number of in-person sessions as set out in Answer 17. In-person sessions will be held at **CAO's Toronto office**; the address given in the RFS is a mailing address, and the meeting location will be confirmed at kickoff.

There is no expectation of a continuous on-site presence. Proponents need not be located in Toronto, but must be able to attend in person on reasonable notice. There is an expectation that engagement with the Strategic Planning Committee will occur primarily in person; proponents should factor any associated travel costs into their proposal (please refer to Answer 28 for further details).

8. Pricing

Answer 26

> **Q** *Should pricing be a single fixed fee, broken down by phase or deliverable, or both? Where a proponent wishes to price optional items, should these be shown separately?*

Both. Proponents must provide a **single total fixed fee for the full engagement**, supported by a **breakdown by phase and deliverable**, together with the fee schedule required by Section 5.2.3 (hourly and flat rates by role, terms of billing, increments and disbursements, and applicable taxes).

Optional items must be shown separately and clearly labelled as optional. They are not included in the evaluated total, so that the evaluated price remains directly comparable across proponents.

All pricing is to be stated in Canadian dollars, with HST shown separately.

Answer 27

> **Q** *Confirmation of what constitutes the "evaluated total" for price scoring.*

The evaluated total is the **total fixed fee for the base engagement**, exclusive of HST and inclusive of all disbursements (see Answer 28).

Excluded from the evaluated total are: optional items; third-party research costs described in Answer 19; honoraria; and any work that would be separately scoped and authorised under Answer 21.

Answer 28

> **Q** *Should travel or meeting expenses be included in proposed fees or shown separately? Should anticipated disbursements (travel to Toronto, materials, session logistics) be within the total fee or presented separately as estimates?*

All anticipated disbursements — travel to Toronto, accommodation, materials, printing and session logistics — must be **included within the total fixed fee**, so that the evaluated price is directly comparable across proponents regardless of where they are located. Proponents should itemise the assumed disbursements for transparency, but the total fee is inclusive of them.

Third-party research costs are excluded and are addressed in Answer 19.

Answer 29

> **Q** *Should proponents hold pricing firm through the anticipated completion date of August 2027, with no escalation, recognizing that payment will be made based on completed and accepted deliverables in accordance with the project milestones?*

Yes. All pricing, including hourly rates, must be held firm for the duration of the initial twelve-month term of the Service Agreement, with no escalation. Proponents should assume this covers the engagement through August 2027. For clarity, payment will be tied to the completion and acceptance of deliverables and milestones, rather than the passage of time.

Where a proponent wishes to propose rates for any renewal term contemplated by Section 9.2 of the Service Agreement, those rates should be stated separately in the proposal (see Answer 34).

9. Contract terms — Appendix A

Answer 30

> **Q** *Section 5.1 makes agreement to CAO's standard form contract a mandatory requirement. Will CAO entertain clarifications or amendments at award, or is acceptance strictly pass/fail? Should comments be included as tracked changes in the submission, or reserved to the award stage?*

The mandatory requirement in Section 5.1 is an agreement **to use CAO's standard form contract as the basis of the engagement**. A proponent that is unwilling to contract on that form will be found non-compliant.

Proponents will not be assessed as non-compliant merely for identifying proposed amendments, provided they confirm in their cover letter that they accept CAO's standard form as the basis of contract. Proposed amendments should be set out in a **short, clearly separated appendix** headed "Proposed Contract Amendments", limited to material points, and cross-referenced to the relevant section. That appendix is not scored and does not count toward any length guidance.

Do not submit a tracked-changes mark-up of the full Service Agreement with the proposal.

CAO may, at its sole discretion, consider minor amendments proposed by the successful proponent at the award stage, but is under no obligation to accept any such amendments. A proponent that considers acceptance of a proposed amendment to be a condition of its pricing or participation should state this expressly in its proposal.

Answer 31

> **Q** *Section 8.1 assigns all IP Rights in the Deliverables to CAO. Will CAO accept a background intellectual property carve-out, with a perpetual licence to CAO for pre-existing materials embedded in the Deliverables?*

CAO will consider a background intellectual property carve-out at the award stage, on the following basis: CAO owns the Deliverables and all IP Rights in them as provided by Section 8; the vendor retains ownership of its pre-existing frameworks, methodologies, tools and templates; and CAO is granted a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and create derivative works from any such pre-existing materials to the extent they are embedded in or necessary to the use of the Deliverables, including in any published version of the Strategic Plan.

Proponents relying on this should **identify the specific pre-existing frameworks and tools concerned** in the clarifications appendix described in Answer 30. A general reservation of "all pre-existing intellectual property" without identification is unlikely to be accepted.

Answer 32

> **Q** *Section 5.1 of the Service Agreement requires performance "in accordance with the highest industry practices and standards." Would CAO accept the customary professional standard of reasonable care and skill in accordance with recognised professional standards?*

CAO will consider, at the award stage, amending Section 5.1 of the Service Agreement so that the Supplier is required to perform the services and provide the Deliverables with reasonable care and skill and in accordance with recognised professional standards applicable to the provision of services of this kind. This is a matter for the clarifications appendix described in Answer 30.

Answer 33

> **Q** *Section 4.1 ties invoicing to Acceptance of a Deliverable while also requiring monthly invoices. For a twelve-month engagement with few formal deliverables, please confirm monthly progress invoicing against work completed is acceptable.*

”Monthly Invoices” is a carry-over from CAO’s standard template – it is NOT applied to this engagement.

The invoicing schedule will be agreed at kickoff and reconciled to the phases and deliverables in the approved work plan. Each invoice should identify the phase, the work performed in the period, and the cumulative percentage of the total fixed fee invoiced to date. Invoices are payable within 30 days of receipt under Section 4.1 and are sent after completion of deliverable(s) to ap@condoauthorityontario.ca under Section 4.3.

A portion of the total fixed fee will be withheld and released upon acceptance of the final Strategic Plan.

Answer 34

> **Q** *Section 9.2 provides for a twelve-month term with up to two renewals. Please confirm the term is measured from execution, and that the renewal option accommodates related follow-on work at CAO's discretion rather than an expectation of continuing scope.*

Confirmed on both points. The twelve-month term runs from the date of execution under Section 9.1, not from the September 2026 commencement date referenced in Section 2.2 of the RFS.

Proponents should note the mechanics of Section 9.2 as drafted: after the initial twelve-month term the agreement **renews for successive one-year terms, to a maximum of two additional terms, unless either party gives the other written notice of termination at least 90 days before the end of the then-current term**. Renewal is therefore not a unilateral CAO option — either party may decline it on that notice — and each renewal is documented by addendum.

The purpose of the provision is to allow the agreement to remain in place if the schedule shifts, and to allow CAO to commission related follow-on work — implementation support or a plan refresh, for example — without running a further procurement. **It is not an expectation of continuing scope, and it carries no committed volume of work or fees.** Renewal does not oblige CAO to order any services, and the maximum fee provisions of Section 4.2 continue to apply.

Answer 35

> **Q** *Section 14 prohibits assignment or transfer of rights and obligations. Does this preclude the use of named associates or subcontractors identified in the proposal? If subcontracting is permitted, how should qualifications and insurance be presented?*

Section 14 as drafted provides that the Supplier may not assign or transfer *any of its rights or obligations* under the agreement. CAO confirms that this provision is directed at assignment or transfer of the agreement, and is not intended to preclude the use of named associates or subcontractors that are identified in the proposal and accepted by CAO at award. CAO will confirm this in writing at the award stage.

Proponents intending to use associates or subcontractors must, in the proposal:

- name each individual or firm and describe their role and the portion of the work they will perform;
- provide their professional qualifications and relevant experience, as required by Section 5.2.1;
- confirm that the prime contractor remains **wholly responsible to CAO** for the services and deliverables, and for the acts and omissions of its subcontractors; and
- confirm that each subcontractor is covered by the prime contractor's insurance or carries equivalent coverage (see Answer 36).

Any change to the named personnel or subcontractors after award requires CAO's prior written approval. CAO's evaluation is based in part on the specific individuals proposed.

Answer 36

> **Q** *What types and limits of insurance does CAO require? Is a certificate of insurance required with the proposal or on award?*

CAO requires, at minimum:

- **Commercial general liability** — CAD $1,000,000 per occurrence, with CAO added as an additional insured
- **Professional liability / errors and omissions** — CAD $1,000,000 per claim and in the aggregate, maintained for two (2) years after completion of the engagement
- **WSIB coverage or an approved equivalent**, or a clearance certificate confirming exemption, where applicable

Consistent with Section 5.2.1, **evidence of coverage must be submitted with the proposal** — a current certificate of insurance or a written statement of insurability from the proponent's broker is sufficient at this stage. **A certificate of insurance naming CAO as required will be provided by the successful proponent before the agreement is executed.**

Answer 37

> **Q** *Is the NDA at Schedule A to be executed at submission or on award? As drafted it refers to an "RFQ" and to a "system overview session" — please confirm the applicable version.*

The Non-Disclosure Agreement is executed on award, as Schedule A to the Service Agreement. It is not to be signed or submitted with the proposal.

The references in the NDA recitals to an "RFQ" and to a "system overview session", and the "Appendix A — Terms of Use" governing use of the DevOps application, are **carry-over from CAO's standard template and do not apply to this engagement**. A corrected version referring to RFS No. 02-20260817 and to the strategic planning engagement, and omitting the Terms of Use appendix, will be used at award.

During the RFS process, confidentiality is governed by **Section 4.5 of the RFS**, which applies to all proponents whether or not an NDA is executed.

Answer 38

> **Q** *Does the Section 4.7 restriction on publicly communicating a potential or actual provision of services apply after completion of the engagement? May the successful vendor cite CAO as a client reference in future proposals?*

Section 4.7 of the RFS applies to every proponent "regardless of the outcome" and is not, on its face, limited in time. It prevents a proponent from publicly communicating its potential or actual provision of services to CAO on social media, at public speaking events, or in promotional materials. **Unsuccessful proponents remain bound by Section 4.7 and may not publicise their participation.**

After award, public communication is governed by **Section 13 of the Service Agreement**, which requires that media releases, public announcements and promotional or marketing material relating to the agreement be coordinated with and approved by CAO before release.

For the successful vendor, Section 4.7 is superseded on award by Section 13 of the Service Agreement. The successful vendor may cite CAO as a client reference in future proposals, and may describe the engagement in general terms, with CAO's prior written consent, which will not be unreasonably withheld. Consent does not extend to publishing CAO Confidential Information or the contents of any unpublished deliverable.

10. Eligibility, conflicts and use of AI

Answer 39

> **Q** *Does CAO permit firms based in the United States to submit a proposal, provided they meet all mandatory requirements and contractual obligations?*

No. CAO is unable to accept proposals from firms based in the United States at this time.

A Canadian affiliate or subsidiary of an international firm may submit, provided the contracting entity is a Canadian legal entity, the individuals performing the services are located in Canada, and all CAO data and Confidential Information is stored and processed in Canada. Proponents relying on this should confirm each of those points expressly in their cover letter.

Answer 40

> **Q** *For the conflict-of-interest disclosure required under Section 5.1, what look-back period does CAO expect? How does CAO view routine prior or current work for organizations in the condominium sector that is unrelated to CAO?*

Look-back period: [[three (3) years]], consistent with the three-year reference period in Section 5.2.1. Proponents should also disclose any known prospective engagement that would create a conflict during the term.

Routine prior or current work for organizations in the condominium sector that is unrelated to CAO is not, in itself, disqualifying. CAO recognises that firms with relevant sector knowledge are likely to have worked in the sector. Such work is a matter for **disclosure and management**, not automatic exclusion.

For each matter disclosed, state: the party; the nature and subject matter of the work; the period; whether it is ongoing; and the measures proposed to manage the conflict — for example, information barriers, separation of personnel, or a commitment not to act for that party on matters touching CAO during the term.

CAO determines in its sole discretion whether a disclosed conflict can be managed. **A failure to disclose is treated more seriously than the conflict itself** and may result in disqualification or termination.

If a proponent has no actual, potential or perceived conflict to disclose, it must state that expressly; the disclosure is a mandatory requirement and cannot be satisfied by silence.

Answer 41

> **Q** *Does CAO have any requirement, restriction, or preferred disclosure format regarding a vendor's use of artificial intelligence tools in delivering the services?*

Please refer to our Non-Disclosure Agreement in the RFS. CAO does not prohibit the use of artificial intelligence tools, but requires disclosure and imposes the conditions below.

Proponents that use, or expect to use, AI tools should include a **short statement in their proposal** covering:

- where in the work AI tools would be used — for example, research synthesis, drafting, transcription or analysis — and where they would not;
- the tools or categories of tool involved, and whether they are enterprise or consumer offerings;
- the controls applied to CAO information; and
- the human review and quality assurance applied to any AI-assisted output.

The following conditions apply to the successful vendor:

- **CAO Confidential Information and any personal information must not be entered into public or consumer AI tools**, or into any tool whose terms permit the provider to retain the input or use it to train models;
- AI must not be used to record or transcribe any Board, ELT or stakeholder session **without CAO's prior consent**, and participants must be informed;
- **all AI-assisted output must be reviewed by a qualified professional** before it is delivered to CAO; and
- the vendor **remains fully responsible for the accuracy, originality and quality of every deliverable**, regardless of the tools used, and the warranty in Section 5.1 of the Service Agreement applies without qualification.

These conditions supplement, and do not limit, the confidentiality obligations in Section 11 of the Service Agreement and the vendor's obligations in respect of personal information.

End of Addendum No. 1.

Proponents are reminded that all inquiries must be directed to Heta Pandya, Manager Finance & Controller, at RFSresponse@condoauthorityontario.ca. Contact with any other CAO director, officer or employee in connection with this RFS may result in disqualification.