

A decorative graphic in the top right corner consisting of three overlapping circles. The top-left circle is solid blue, the top-right circle is solid light blue, and the bottom circle is a dotted light blue. The text is centered over these circles.

Request for Proposals
FOR
ONCAT Northern Ontario Industry
Symposium

CLOSING DATE:

Monday, October 23, 2017 at 3:00 p.m. (Eastern Daylight Time)

MAIN WEB ADDRESS:

www.oncat.ca

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1.0 DEFINITIONS

Agreement:	The binding and enforceable agreement between ONCAT and the Selected Proponent to perform the Work, which is the subject matter of this Bid Document.
Award:	The written confirmation from ONCAT to the Selected Proponent to perform the Work as a result of this Bid Document.
Bid Document:	An RFP.
Business Day:	Any Monday to Friday, except for (i) any day on which banks are generally not open for business in the City of Toronto, (ii) any day during ONCAT's December holiday closure, or (iii) unforeseen closures due to weather, emergencies or work stoppages.
May:	Used in this Bid Document shall be permissive and discretionary.
Proponent:	Any individual, firm, company or corporation submitting a Proposal in response to an RFP.
Proposal:	The binding offer of a Proponent to perform the Work in response to an RFP.
Request for Proposal (RFP):	The document issued by ONCAT which seeks competitive offers from Proponents.
Shall or Will:	Used in this Bid Document shall be mandatory and required.
Selected Proponent:	Or a pronoun in place thereof is a Proponent selected by ONCAT, who, upon execution of the Agreement or acceptance of a Purchase Order, will perform the Work as per the terms and conditions agreed upon.
Work:	The work performed and/or goods/services furnished by the Selected Proponent pursuant to the Agreement including all labour, materials, equipment, services and any other items, which the Proponent requires to fulfill its obligations under the Agreement.
ONCAT:	The Ontario Council on Articulation and Transfer, as defined in the ONCAT General Bylaw and amendments thereto, and shall include any employee or agent specifically authorized to act on behalf of the Ontario Council on Articulation and Transfer.

2.0 GENERAL INFORMATION

2.1. *Invitation*

ONCAT is inviting qualified Proponents to submit Proposals to provide public relations, strategic communications, and event planning services. This Bid Document provides detailed information for Proponents.

2.2. *ONCAT Overview*

Established in 2011, the Ontario Council on Articulation and Transfer (ONCAT) is a government-funded organization created to enhance student pathways and reduce barriers for students looking to transfer among Ontario's postsecondary institutions.

As a member organization, ONCAT works with colleges and universities to develop transfer credit policies and practices that ease student mobility and at the same time respect institutional responsibility for academic integrity. All 45 of Ontario's publicly-assisted colleges and universities are members.

ONCAT maintains ONTransfer.ca. The ONTransfer.ca website is a portal designed specifically for students to help them connect to transfer opportunities within Ontario. Through ONTransfer.ca, students are able to make informed decisions about credit transfer in Ontario.

For general information about ONCAT, please visit www.oncat.ca. For more information on the student portal, visit www.ONTransfer.ca.

2.3. *Communication*

All communication concerning this Bid Document shall be directed in writing by email to: policyandprograms@oncat.ca

2.4. *Proponent Expenses*

Proponents shall be responsible for any expenses or charges incurred by a Proponent in preparing or submitting a Proposal or in providing any additional information which ONCAT considers necessary to evaluate the Proposal.

2.5. *Submission Process*

Proponents are required to submit one (1) electronic copy of their Proposal to: policyandprograms@oncat.ca

ONCAT will accept Proposals up until the closing date and time of Monday, October 23 at 3:00 p.m. (Eastern Daylight Time)

Proposals shall be irrevocable for any reason for a period of not less than sixty (60) calendar days following the closing date.



All Proposals submitted to ONCAT under this Bid Document become the property of ONCAT.

Selected finalists will be asked to interview in person in Toronto.

2.6. *Timelines & Awards*

The Work is expected to begin as soon as the award is made. This projected timeline may be subject to change at ONCAT's discretion.

Proposal will be evaluated on the basis of experience, proposed work plan, samples of past work, and financial proposal.

Task	Date
RFP Release Date	September 29, 2017
Proposal Submission Deadline	October 23, 2017
Oral Presentation by Selected Proponents	November 2, 2017
Project Awarded	November 2017
Anticipated event date	March 8, 2018 or March 9, 2018

3.0 PROPOSAL CONTENT

In order for ONCAT's selection committee to conduct a thorough evaluation of the Proposals it receives, all Proposals must be well ordered, detailed, and concise. Clarity of language and adequate documentation are essential, and Proponents must provide detailed, functional information. General sales and promotional literature will not suffice, and ONCAT will not consider such literature.

Proponents must respond to every facet of the Bid Document's objectives, expectations, and requirements; failure to do so may result in disqualification on the basis of non-compliance.

To allow for proper evaluation of proposals, Proponents must address the following sections, at a minimum, in their Proposals. While ONCAT reserves the right to clarify any Proposal during the evaluation process, ONCAT shall not be bound to do so and Proponents may not have any further opportunity to clarify their Proposal after the close of bidding.

3.1. *Executive Summary*

Proponents should provide a brief summary of their understanding of the objectives of this RFP and describe how the Proponent will address those objectives, should they be the Selected Proponent.

Proponents should also include a statement of agreement to the terms and conditions of this RFP as outlined in 5.0.

3.2. *Proponent's Qualification*

ONCAT is seeking the most qualified and experienced Proponent. This section must address the Proponent's experience with comparable projects and the relevant expertise of the proposed team by providing the following:

- a. Company name, location, description, and number of years the company has been in existence.
- b. A description of the types of services the company provides and the number of years it has been providing such services.
- c. Work samples from events with a similar scope and / or in a similar sector completed within the past five years, along with a summary of the project assignments and outcomes.
- d. Total number of company employees.
- e. A list of team members you would consider for the ONCAT project, including scope of experience and relevant years of experience.
- f. Please provide two references. The references should be for like services and preferably from a similar sector. Include the following items:

Company Name	
Company Address	
Contact Name	
Contact Title and role served in respective project	
Contact Telephone Number and Email	
Date Project Completed	
Services Provided	

Proponents will need to demonstrate a commitment to and understanding of northern Ontario.

3.3. **Detailed Response to Section 4.0 General Statement of Work**

Proponents shall respond to Section 4.0 “General Statement of Work.” Responses should be formatted using the same enumeration as presented in that section and should be as specific as possible in addressing all of the elements described in the section. Missing responses for any of the General Functionalities specified in the section may disqualify the Proposal as being noncompliant.

3.4. **Work Plan**

Proponents shall provide a detailed work plan that describes key elements of their proposed approach to meeting the objectives and deliverables as described in this RFP. The work plan shall include the strategic planning for the event, proposed approach to locate possible industry and community participants, and an outline of the necessary work leading up to, during, and after the event.

The work plan should include a communication plan that outlines how communications will be maintained with ONCAT and established with stakeholders.

3.5. **Financial Considerations**

Proponents shall provide a total, all-inclusive cost in Canadian dollars to perform the work proposed. Additionally, proponents shall list detailed charges for items not included in costs. Proponents will not be reimbursed for hospitality, travel, incidentals, or food expenses separate to what is outlined in the proposed budget.

ONCAT will be reimbursing all event participants’ travel and accommodation costs.

Applicable taxes are in addition to all amounts listed.

3.6. **Insurance**

Proponents shall review and acknowledge ONCAT’s insurance requirements as set out below. As a condition of receiving the Award, the Selected Proponent shall provide a Certificate of Insurance to ONCAT within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

Certificates of Insurance shall include the Bid Document number and name.

The Selected Proponent shall carry the following minimum insurance at all times during the Work, including any warranty period at its own cost and expense:

- a. Commercial General Liability Insurance against third party bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of not less than two million dollars (\$2,000,000.00) per occurrence. Such insurance shall include a cross liability and severability of interests clause and an endorsement naming ONCAT, its directors, officers, trustees, servants, employees and agents as an Additional Insured;
- b. Standard automobile insurance for all vehicles owned, licensed or leased by the Selected Proponent and non-owned automobile insurance, where required, for an amount of not less than two million dollars (\$2,000,000.00) per occurrence for each type of coverage.
- c. Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) per occurrence, if applicable to the type of goods/services offered under this Bid Document. This insurance policy is required to be maintained throughout the term of the Agreement and for a period of twenty-four (24) months after the completion of the services in accordance with the terms of this Bid Document; and
- d. Such other types of insurance as a prudent person would carry or as ONCAT may from time to time require, having regard for the nature of the work and its location.

All policies of insurance shall provide for thirty (30) days' written notice to ONCAT prior to any cancellation, material changes or amendments restricting coverage of any policy or policies. The Selected Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

3.7. Acknowledgement

All Proponents shall complete the Acknowledgement document contained in Section 6.0 of this RFP and submit it as part of their Proposal.

4.0 GENERAL STATEMENT OF WORK

This General Statement of Work is intended to provide Proponents with a description of the Work. It is not intended to specify or imply the total terms and conditions of the final Agreement, which ONCAT and the Selected Proponent(s) will establish.

4.1. Objective

ONCAT is soliciting Proposals from experienced and qualified Proponents to support ONCAT in holding a one day symposium that brings together postsecondary partners, government and political representatives, local industry, and community organizations from across northern Ontario.

With this in mind, ONCAT is seeking to:

- a. Explore the relationship between postsecondary educational pathways, industry, and postsecondary institutions.
- b. Foster innovative collaborations, and identify potential opportunities to develop institutional pathways that connect suitably skilled students with new and existing industry.
- c. Enhance the credit transfer system and promote student mobility in northern Ontario.

4.2. Background

Established in 2011, the Ontario Council on Articulation and Transfer (ONCAT) was created to enhance student pathways and reduce barriers for students looking to transfer among Ontario's 45 public postsecondary institutions. It was created as a member-driven organization to work with all public colleges and universities to enable the system of credit transfer to develop as rapidly as possible, while also respecting institutional autonomy. ONCAT is a not-for-profit funded by the Ontario Ministry of Advanced Education and Skills Development (MAESD).

In 2015 ONCAT worked with the ten northern colleges and universities (Algoma University, Collège Boréal, Canadore College, Cambrian College, Confederation College, Lakehead University, Laurentian University, Nipissing University, Northern College and Sault College) to create a steering committee to address the unique circumstances and challenges faced by institutions of the north. The committee's helps to support a new and innovative relationship among the ten northern institutions by developing a robust and responsive transfer system in the north. The steering committee intensions are to facilitate pathways and student mobility for students in northern communities, enhance institutional collaboration among northern colleges and universities, and strengthen ONCAT's capacity to meet the needs of northern institutions.

In 2016 members of the committee were given a one-time grant to conduct a feasibility study into the connection between student mobility and local economic development.

To support discussions with community partners, ONCAT will convene a symposium that will include relevant postsecondary institutions, Indigenous community representatives, industry/chambers of commerce, and local government. This event will engage a broad range of partners interested in

working with postsecondary institutions to enhance pathways that support economic development in northern communities. The research conducted by the institutions prior to the symposium will be used to fuel the discussion.

As a member organization, the Selected Proponent will be working closely with ONCAT and with a working group of partners.

4.3. Project Scope

Project Description:

This event is a first step to better understanding student mobility and industry connection. The symposium will be a one day event held in northern Ontario, March 8 or 9, 2018. It will bring together participants to initiate conversations, recognize needs and barriers, identify how the conversation can be continued, and to lay the ground work for an action plan. It will be an opportunity for stakeholders to learn about and from each other. The symposium will help to develop ONCAT's vision for pathways into industry. It will be important to have structured and positively-directed conversations to identify key themes and action items that arise in order to develop on-going relationships.

The Selected Proponent will work alongside the ONCAT team members who will provide overall strategic goals, and policies and practices of ONCAT. The Selected Proponent will provide public relations, strategic communications, and event services, and will assist with the development, outreach, and execution of the symposium.

The symposium should include around 100 participants. The Selected Proponent must identify and secure participants, especially from local industry/employers. Ensuring the most appropriate participants are included will be the responsibility of both the Selected Proponent and ONCAT. Participants can be, but are not limited to: political leadership and government ministers, institutional decision makers from the ten northern institutions, industry leaders and local employers, professional associations, chambers of commerce, community organizations, Indigenous communities and organizations, and student groups. As participants are from an array of organizations, in order to have productive conversations we need to engage with them thoughtfully.

Project Deliverables:

This event will involve a mix of both education on credit transfer and student mobility, and discussion. It will be important to ensure that industry has an understanding of what ONCAT does to foster interest and commitment.

The services shall include, though may not be limited to:

- development of strategic plan;
- identification of participants, especially industry/employer;
- invitation and registration process;
- coordination of speaker panel and/or presenter;
- venue coordination with host city institutions;
- other pre-event logistics;

- day of event coordination; and
- required tasks post event.

Project Requirements:

- The event must be held in Northern Ontario.
- All work must be completed and invoiced prior to March 31, 2018.
- All ten northern institutions (Algoma University, Collège Boréal, Canadore College, Cambrian College, Confederation College, Lakehead University, Laurentian University, Nipissing University, Northern College and Sault College) must participate and be represented.
- ONCAT has final approval of all aspects of the symposium, including the participant list and any communications with stakeholders.

Constraints:

This is ONCAT's initial foray into conversations with community organizations, industry, and employers. Awareness of credit transfer and student mobility could be quite low.

5.0 TERMS AND CONDITIONS

ONCAT's Standard Terms and Conditions shall apply to this Agreement but do not supersede the terms and conditions in this Bid Document. ONCAT's Standard Terms and Conditions are included in Section 7.0.

In the event of a conflict or inconsistency between the Standard Terms and Conditions and the terms and conditions of this Bid Document, the terms and conditions of this Bid Document will govern.

5.1. *Ownership of Products and Data*

All products, data, information, findings, design of website, and documents prepared or obtained under the terms of this RFP shall become the exclusive property of ONCAT.

5.2. *Confidentiality*

Proponents acknowledge that ONCAT is subject to Ontario's *Freedom of Information and Protection of Privacy Act* (FIPPA). In general terms, ONCAT will receive and hold the Proponents' responses in confidence, subject to the provisions of FIPPA and this Bid Document.

Proponents shall reviews.17 of FIPPA and determine the information which the Proponent believes is exempted from disclosure under FIPPA. All information regarding the terms, conditions, trade secrets, commercial, financial, technical, labour relations and scientific aspects of the Proposal which in the Proponent's opinion, are of a proprietary or confidential nature, shall be clearly marked "Confidential" at each relevant item or page. All information marked "Confidential" will be held in strict confidence and shall not be intentionally released to any other party without the Proponent's consent or as may be required by any applicable law or trade agreement.

ONCAT shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by s.62(2) of FIPPA.

If ONCAT's response to a request under FIPPA is appealed to the Information and Privacy Commissioner for Ontario, the Proponent shall have the burden of proof per s.53 of FIPPA. The Proponent shall be responsible for all costs related to its confidentiality requirements.

Information pertaining to ONCAT obtained by the Proponent as a result of participation in this Bid Document is confidential and shall not be disclosed without written authorization from ONCAT.

ONCAT may declare and mark certain information about ONCAT to be received by the Proponent as "Confidential". The Proponent shall not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by ONCAT.

The Proponent and ONCAT agree that the reciprocal obligations of confidentiality will survive the termination of the Agreement or any contract between the parties.

All Proponents are advised that ONCAT may be subject to inter-provincial agreements, which may result in disclosure of information.

5.3. *Conflict of Interest*

ONCAT may not acquire goods, materials or services from an employee of ONCAT, ONCAT's Board of

Directors, or any person who is not at arm's length from any employee of ONCAT or ONCAT's Board of Directors; or from any corporation firm or other business in which an employee or someone who is not at arm's length from an employee of ONCAT or ONCAT's Board of Directors, is a controlling shareholder or owner without both the full prior disclosure of the conflict of interest and a written waiver of the conflict by ONCAT Executive Director or designate. The term "arm's length" means a relationship which is conducted between parties that have no corporate or other direct connections, or familial relationship with each other, and thus act each in its own self-interest".

Failure by a Proponent to declare any situation that may be a conflict of interest or a potential or perceived conflict of interest or to obtain a waiver of any such conflict shall be grounds for ONCAT to terminate any contract formed without liability and for cause.

5.4. Prohibition Against Gratuities

ONCAT prohibits gratuities and ONCAT may preclude any Proponent from proceeding with this Bid Document if ONCAT finds that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Proponent, or any employee, agent or representative of the Proponent, to any director, officer, trustee, servant, employee or agent of ONCAT for the purpose of securing an Agreement or seeking favourable treatment in respect to the Award or amendment of the Agreement or influencing the performance of the Agreement. The Proponent shall certify that no director, officer, trustee, servant, employee or agent of ONCAT has benefited or will benefit financially or materially from the proposed Agreement. ONCAT may terminate any Agreement if ONCAT determines that gratuities of any kind were either offered to, or received by, any ONCAT director, officer, trustee, servant, employee or agent contrary to this prohibition.

5.5. Governing Law

The laws of the Province of Ontario shall apply to this Bid Document and the Courts of Ontario shall have exclusive jurisdiction over the Agreement formed as a result of this solicitation.

The International Sale of Goods Act shall not apply to this Bid Document or to the Agreement formed as a result of this solicitation.

All Proponents shall comply with any law, including all legislation and regulations which may be applicable to the services provided subsequent to this Bid Document.

5.6. Indemnification

The Selected Proponent shall indemnify ONCAT, its Board of Directors, officers, trustees, servants, employees and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the Selected Proponent, its employees, agents and/or servants in the performance or purported performance of any of its obligations under the Agreement, whether or not such claims are initiated by third parties or arise between the parties.

5.7. Independent Contractor Status

ONCAT and the Selected Proponent acknowledge and agree that they are independent contractors and no employer-employee, partnership or agency relationship is intended or created by their agreement. Neither ONCAT nor the Selected Proponent shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation (or attempt or purport to do so) on behalf of, or in the name of, the other.

5.8. Subcontracting and Assignments

Proponents should note that, unless otherwise agreed, ONCAT will assume that the employees or agents of the Proponent will perform all services required by this RFP and any subsequent Agreement entered into. Any subcontracting or assignment in whole or in part by the Selected Proponent must be approved in writing by ONCAT in advance.

In the event a Proponent wishes to subcontract any portion of the Work, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the Work that the proposed subcontractor is to do in the Proponent's Proposal.

In granting consent to any sub-contracting or assignment by the Proponent, ONCAT reserves the right to impose such additional terms as ONCAT deems advisable as a condition of any such subcontract or assignment.

5.9. Employees and Subcontractors

The Selected Proponent shall be solely responsible for all matters relating to statutory deductions for its employees and contractor/subcontractors and to all licenses and permits, which may be or may become required to perform the Work.

5.10. Patents and Copyrights

The Selected Proponent shall pay all royalties and licence fees for patent to invention rights, copyrights, trademarks and service marks; and defend all suits or claims for the infringement of any patent to invention rights, copyrights, trademarks and service marks involved in the Work performed under the Agreement.

The Selected Proponent shall, at his/her expense, defend all claims, actions or proceedings against ONCAT based on any allegations that the Work or any part of the Work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to ONCAT all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to ONCAT by reason thereof.

If the Work or any part thereof is in any action proceeding held to constitute an infringement, the Proponent shall forthwith either secure for ONCAT the right to continue using the Work or shall at the Proponent's expense, replace the infringing items with non-infringing Work or modify them so that the Work no longer infringes.

The Selected Proponent shall indemnify and save harmless ONCAT and its directors, officers, trustees, servants, employees and agents from liability of any nature or kind, including cost and expenses for, or on account of, any patented or un-patented invention, process, product or service provided in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

The above refers only to the Selected Proponent's own contributions to the Work.

5.11. Payment

ONCAT shall pay in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services supplied as part of the Work, whichever is later unless otherwise noted. ONCAT shall calculate any cash discount from the date of receipt of invoice. ONCAT shall not be responsible for interest or late fees charged by the Selected Proponent.



ONCAT's payment method is direct deposit and the Selected Proponent shall provide ONCAT with the information required to effect such payment.

The Selected Proponent will be required to provide ONCAT with a valid HST registration number on notification of Award confirmation or prior to ONCAT's payment for the Work.

If the Work is incomplete, or where deficiencies are not rectified, ONCAT reserves the right to withhold an amount commensurate with the remaining Work.

5.12. Performance Management

The Selected Proponent shall provide ONCAT with a designated customer service representative. ONCAT shall handle any disputes and/or inquiries with the representative. Resolution of problems shall be managed between the parties within an agreed upon timeframe. The Selected Proponent acknowledges that ONCAT will monitor its performance of the Work and that its overall performance will be a major consideration for future contracts with ONCAT. The frequency and detail of ongoing monitoring will be dependent upon the nature of the Work and safety precautions specified.

5.13. Contract Termination

In addition to any rights of termination at law or in equity, ONCAT shall have the right to terminate the Agreement formed with the Selected Proponent upon written notice to the Selected Proponent and at no cost to ONCAT.

ONCAT shall pay all reasonable costs incurred by the Selected Proponent up to the date of termination, less any excess costs incurred by ONCAT in re-procuring and completing the Work where the termination is for cause. However, in no event shall the Selected Proponent be paid for any amount that exceeds the price of the agreed fee for the Work performed. The Selected Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.14. ONCAT Markings

Proponents shall not use, advertise or publicize ONCAT's name, logo etc., during the bidding process and up to and including termination of any subsequent Agreement, without prior written consent of ONCAT.

5.15. Non Exclusive Agreement

Any Agreement awarded as a result of this Bid Document shall be non-exclusive and the Selected Proponent acknowledges that ONCAT may in its sole discretion procure from others for the same or similar goods and services during the term of any Agreement formed as a result of this Bid Document.

6.0 ACKNOWLEDGEMENT

I/We _____ the undersigned HEREBY DECLARE AND

ACKNOWLEDGE: THAT I / WE have examined the documentation and information contained in the Bid Document;

THAT I / WE declare that no person, firm, corporation or other organization other than disclosed herein has any interest in this Proposal or any Agreement which may result;

THAT this Proposal is made by the undersigned without collusion or fraud with any other entity; THAT all statements in this Proposal are true and accurate in all respects;

THAT full disclosure has been made of any conflict of interest or potential conflict of interest;

THAT I / WE do hereby offer to enter into an Agreement to do all the Work as described in the Bid Document and provide all labour, materials and all necessary items to complete the Work to the full and complete satisfaction of ONCAT for the sum bid; and

THAT my / our Proposal is irrevocable after close of bidding for a period of not less than sixty (60) calendar days from that date.

Proponent Company Name (the "Proponent")

Contact Person (Print Name)

Email Address of Contact Person

Address

City

Province/State

Postal Code/Zip Code

()

()

Phone Number

Fax Number

Duly executed by an authorized officer of the Proponent at _____

This _____ day of _____, 20__.

SIGNATURE OF WITNESS

SIGNATURE

TITLE

7.0 STANDARD TERMS AND CONDITIONS



Ontario Council on Articulation and Transfer
180 Dundas Street West, Suite
1902 Toronto, Ontario M5G 1Z8
Tel: (416) 640-6951 Fax: (416)
640-6959 www.oncat.ca

ONCAT Standard Terms and Conditions

Invoices must be addressed and forwarded to ONCAT at the above address.

THIS PURCHASE ORDER IS STRICTLY LIMITED TO ITS TERMS AND CONDITIONS AND ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE PROPONENT ARE HEREBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING BY ONCAT.

TERMS:

1. The Proponent shall display the complete Purchase Order number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.
2. ONCAT shall pay to the Proponent all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. ONCAT shall calculate any cash discount from the date of receipt of invoice.
3. The price on the Purchase Order is the total cost and includes all fees and charges of any kind including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking, and government tax levies, unless otherwise stated on the Purchase Order.
4. All applicable taxes are specified on the Purchase Order.
5. All electrical or electronic components and equipment supplied must have the Ontario Electrical Safety Code approval and be certified for the intended use in Canada by a certification organization accredited with the Standards Council of Canada Act.
6. Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous products as defined under the federal Hazardous Products legislation and provincial WHMIS legislation.
7. Proponents outside Canada shall provide Canada Customs invoices with completed, acceptable shipment documentation to ONCAT's customs broker as noted on the Purchase Order.

CONDITIONS:

8. Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this Purchase Order and any attached specifications.
9. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any of the goods are rejected by ONCAT, in its sole discretion, ONCAT is entitled to return such goods at the Proponent's expense and the Proponent shall credit ONCAT accordingly within fifteen (15) days of return of the goods.
10. Notwithstanding delivery of the goods, title to the goods remain with the Proponent until ONCAT has inspected and approved of the goods or sixty (60) days has passed after delivery without ONCAT rejecting the goods.
11. The Proponent represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.
12. The Proponent represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and ONCAT specifications and are fit for their ordinary purpose, unless ONCAT has made a particular purpose known to the Proponent, in which event the goods are fit for that particular purpose as well.
13. The Proponent covenants that the goods are warranted as described for a period of not less than one (1) year from date of delivery to ONCAT, notwithstanding any ONCAT inspection, testing, approval, acceptance or payment for the goods, materials or equipment, unless otherwise stated on the Purchase Order.
14. In the event of any breach of warranty at law or pursuant to this Purchase Order by the Proponent, at any time during the one (1) year warranty period, the Proponent shall, at ONCAT's option, repair or replace the goods with an equivalent or better product at no additional cost to ONCAT within fifteen (15) days of ONCAT's notification to do so.
15. For the services, the Proponent shall:
 - (a) perform all Work in a good and workmanlike manner to the full satisfaction of ONCAT;
 - (b) obtain and maintain full and adequate insurance covering performance of the Work, which is to be available to ONCAT upon request,
 - (c) obtain and maintain Worker's Safety Insurance Board coverage and provide both WSIB number and proof of satisfactory standing to ONCAT upon request; and
 - (d) comply with all applicable policies, procedures, guidelines, and rules of ONCAT.
16. The Proponent may not assign or subcontract this Purchase Order or any subsequent contract arising there from without the prior written permission of ONCAT.
17. The Proponent shall provide the goods and services in strict compliance with all laws, regulations, codes and standards of Canada, at the sole cost of the Proponent.
18. The Proponent shall indemnify and save harmless ONCAT, its officers, Board of Directors, employees, contractors and agents from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal fees or other proceedings of any kind or nature directly or indirectly arising out of any breach or inaccuracy of any representation, warranty or covenant, performance of the services or supply of the goods, including but not limited to personal injuries to anyone, breach or alleged breach of intellectual property laws, environmental non-compliance, product liability and property damage.
19. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive Bid Document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive Bid Document contract or agreement, will govern.
20. This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.