

Request for Proposal

OFFICIAL LOCAL OTTAWA CRAFT BEER PARTNER – SHAW CENTRE

Pouring Rights Partnership

September 2022



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1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

“Alternate Proponent” means the Proponent confirmed by the OCC to have a valid RFP Submission who will enter into negotiations with the OCC if the negotiations with the Preferred Proponent are terminated by the OCC.

“Board” means the Board of Directors of the OCC.

“Exclusive Services” means those specific services that are approved and authorized by the OCC that the Successful Proponent has the exclusive right to supply the OCC and its clients.

“Gross Revenues” means a combined total of gross revenue for equipment rental, labour, other fees and related services. Gross Revenues does not include GST, PST, HST, refunds, bad debts, commissions, and discounts.

“In Trust” means any submission made on behalf of another legal entity or an entity to be created at a later date. Qualifications and proposals must be by existing legal entities with current identifiable and describable governance and ownership structures.

“LEED” means Leadership in Energy and Environmental Design, a market-based rating system that facilitates and certifies higher energy and environmental performance of buildings and communities. The rating system is adapted to the Canadian market through an inclusive process that engages stakeholders and experts representing the various sectors of the Canadian industry. Increasingly, government and private sector organizations are adopting LEED certification in their policies, programming and operations, aimed at achieving and demonstrating sustainability.

“Legal Entity” ” means an individual or a corporation incorporated under the laws of the Province of Ontario or the country of Canada.

“Facility” means the Shaw Centre, a first class convention centre located at 55 Colonel By Drive, Ottawa, ON

“Non-exclusive Services” means those services that the Successful Proponent does not have the exclusive right to supply to the OCC and its clients.

“OCC” means the Ottawa Convention Centre Corporation.

“Preferred Proponent” means the RFP Proponent selected by the OCC to enter into final negotiations of the Craft Beer Pouring Rights Agreement.

“Proposal Submission Security” means the cash or Letter of Credit equivalent, as described in Section 4.1.

“RFP” means Request for Proposals and its Appendices (as it may be amended by addenda).

“RFP Proponent” means an individual, a corporation, partnership, joint venture, association, pension fund or a consortium of any of the foregoing that may submit or that has submitted a RFP Submission.

“RFP Submission” means the information package submitted by a RFP Proponent in response to this RFP.

“Craft Beer Pouring Rights Services” CBPRS means the provision of the full range of Services as described in Section 5 of the RFP.

“Craft Beer Pouring Rights Agreement” CBPRA means the service agreement between the OCC and the entity that provides the Craft Beer Pouring rights and includes any and all related agreements, which shall be substantially in the form of the agreement.

“Craft Beer Pouring Rights Provider” CBPRP means the entity that provides local Craft Beer for the OCC.

“Successful Proponent” means that Preferred or Alternate Proponent who has finalized negotiations and has entered into the Craft Beer Pouring Rights Agreement with the OCC.

“Time”, “AM” and “PM” and any other reference to a specific chronological time shall mean local Ottawa, Ontario, Canada time.

1.2. INTERPRETATION

In this RFP:

- Words in the singular include the plural and vice-versa and words in one gender include all genders;
- All references to dollar amounts are to the lawful currency of Canada;
- The words "include", "includes" or "including" means "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" will not be considered to set forth an exhaustive list;
- Definitions are capitalized throughout and are for the purposes of this document and RFP process only and not for any other purpose; and
- Note that all previous documents, comments, interpretations and understandings are superseded by the contents of this RFP.

2. INTRODUCTION

The Shaw Centre is requesting proposals from qualified providers interested in performing all services necessary to develop and implement the craft beer category within the Shaw Centre.

The Shaw Centre takes pride in offering the best possible client experience and including a local craft beer as part of the larger venue pour, is a key element of our offering.

It is the Shaw Centre's main goal to create extraordinary events and we hope to partner with a brand that both understands this and leverages this partnership to assist us in achieving that goal.

This RFP is intended to secure a partner in the Local Craft Beer Category with regards to both supply, marketing rights, and craft category exclusivity. As part of the Shaw Centre's priority to provide an authentic local experience to attendees, the successful proponent will need to demonstrate a SKU mix that is complimentary to the pre-existing pour options. The agreement will be for a three (3) year term.

- **Supply:** The successful proponent will be required to provide enough supply of beer to adequately service the Shaw Centre for its 400 plus events. Supply any additional events through the Shaw Centre's Marketing Department's business development initiatives. (Example, client receptions, networking events etc.). Supply would include relevant cans. Supply includes all aspects of delivery. Preferred licensee pricing for product is considered an asset.
- **Marketing Rights:** The Shaw Centre will be seeking a partner who will invest in a strategic marketing alliance that will enhance the guest experience. Submissions that include the following; a cash investment, a commitment to marketing activity that enhances the Shaw Centre operations in the form of promotions, collateral materials, product, and community projects around the partnership, royalty arrangements for on-site sales. A commitment to relevant and branded premiums which augment the attendee experience, consumer contest pricing - will be reviewed favorably.

3. ORGANIZATIONAL INFORMATION

3.1. OCC CORPORATE STRUCTURE

The Chair and Board are responsible for the strategic direction and viability of the OCC and are accountable to the Minister of Tourism, Culture and Sport (Government of Ontario). The President & CEO of the OCC, via the Chair, reports to the Board of Directors and is responsible for the day-to-day performance of the facility. Day-to-day operations of the facility are directed by an executive leadership team and skilled department heads. Proponents responding to this RFP will create with the OCC, a seamless service culture of excellence.

VISION

Inspired people creating extraordinary events.

CORE PURPOSE

We are Canada's Meeting Place. The Ottawa Convention Centre provides the stage where Canadians and guests from around the world come together in Ottawa, our Capital, to learn and grow by sharing their knowledge, views and practices.

ECONOMIC MANDATE

The Ottawa Convention Centre operates profitably and generates positive economic impact for the National Capital Region, the Province of Ontario and its industry partners.

4. RFP PROCESS

The objective of this RFP is to select a Preferred Proponent to negotiate, finalize and sign the Craft Beer Pouring Rights Agreement (CBPRA) for the provision of the scope of services in the Facility. A further objective of this RFP is to confirm that an Alternate Proponent is available with whom the OCC may elect to negotiate the CBPRA if the Preferred Proponent and the OCC are unable to complete the negotiations.

RFP Submission Deadline

The OCC must receive the complete RFP Submission from RFP Proponents by email no later than **2:00:00 PM on Wednesday, October 19, 2022**. RFP Submissions must be delivered to the address noted in section 4.1 (i) of this RFP.

Questions

RFP Proponents must not assume, but rather must submit any issue of interpretation or question of understanding, in writing, to the RFP contact. Questions from the RFP Proponents, with respect to the RFP, must be received in writing, via e-mail to the RFP contact as noted below no later than **3:00:00 PM on Wednesday, October 5, 2022**. All material questions, as determined by the RFP contact in their unqualified sole, absolute, unfettered and subjective discretion, and responses, will be distributed to all RFP Proponents, without identifying the originator of the question. Questions submitted to anyone other than the RFP contact will not be answered. RFP Proponents must not make oral inquiries associated with this RFP. Any oral response provided by any person directly or indirectly associated with this procurement process in connection with this RFP is not binding on the OCC, nor will it change, modify, amend or waive the requirements of the RFP in any way.

New Information

The OCC, through written addendum only, may amend this RFP. If the OCC, for any reason, determines that it is necessary to amend this RFP, all such amendments will be communicated in writing to all RFP Proponents in the form of an addendum issued via OCC website. Each addendum will form an integral part of this RFP, and RFP Proponents will be required to acknowledge the addendum as part of their RFP Submission.

Key Dates and Milestones for the RFP Process	
RFP Release	Wednesday, September 19, 2022
RFP Question Period Ends	Wednesday, October 5, 2022
RFP Submissions Due	Wednesday, October 19, 2022
RFP Selection Process	October 20-26, 2022
Recommendation and selection of the Preferred Proponent and the Alternate Proponent	October 27, 2022

Notwithstanding anything else in this RFP, OCC has the right to change the dates, schedule, deadlines, process and requirements described in this RFP, to reject any or all RFP Submissions, to disqualify any RFP Proponent, to change the limits and scope of the procurement process, to cancel this RFP for any reason whatsoever, and the OCC will not incur any liability for costs and damages incurred by any RFP Proponent or any other entity if the foregoing occurs.

4.1. RFP SUBMISSIONS

RFP Submissions must be submitted in English, and in compliance with the requirements set out herein and using the RFP Submission Forms attached as part of Appendix B. The following must be received via e-mail at the the submission address below.

- i) A soft copy of the completed RFP Submission documents must be e-mailed, with "OCC Craft Beer Pouring Rights RFP Submission" as the subject and sent to the following individual:

Josh Verch
Director, Marketing and Partnerships
Ottawa Convention Centre Corporation
Email : jverch@shaw-centre.com

- ii) RFP Submissions must be received by the OCC no later than **2:00:00 PM Wednesday, October 19, 2022**. RFP Submissions received after that time will not be considered and will be deleted and unopened.
- iii) RFP Proponents will be required to represent and warrant that the information contained in their RFP Submission remains valid, accurate and complete for the period of the RFP Submission, evaluation and CBPR negotiations. In the event of any material changes to the information contained in the RFP Submission, the RFP Proponent will advise the RFP contact immediately in writing, detailing such changes.
- iv) RFP Proponents will receive an e-mail confirmation of the receipt of their RFP Submission.

RFP Submissions delivered in any other manner than by e-mail to the above-noted email address will not be accepted. Only the information required for a RFP Submission should be submitted. Supplementary information included in the submission that was not asked for as set out in this RFP will not be considered in the evaluation of the RFP Submissions.

4.2. INFORMATION

REQUESTS FOR ADDITIONAL INFORMATION

- i) RFP Proponents should make every effort to obtain any clarification they may require to allow themselves to deliver a viable RFP Submission. Any requests for additional information or requests concerning this RFP are to be received in writing via e-mail no later than **3:00:00 PM, Wednesday, October 5, 2022**, to the RFP inquiry contact:

Josh Verch
Director, Marketing and Partnerships
Ottawa Convention Centre Corporation
Email: jverch@shaw-centre.com

- ii) To ensure that all RFP Proponents receive equal information, the request and response to material inquiries will be communicated in a timely manner to all RFP Proponents by way of an addendum issued Shaw Centre's website. The source of the question will not be revealed.

4.3. OTHER INFORMATION

4.3.1. ELECTRONIC INFORMATION

The Shaw Centre maintains a website at the following URL: <http://www.shaw-centre.com>

4.4. CONFLICT OF INTEREST, ACCESS TO INFORMATION AND CONFIDENTIALITY GUIDELINES

4.4.1. CONFLICT OF INTEREST WITH OCC

All RFP Proponents must submit the Declaration(s) found in the Appendix B, Forms 2 and 3. Please read and review these carefully as they reflect a legal obligation.

Internal Conflict of Interest guidelines govern the Board, OCC management and staff. None of these individuals or entities is to be approached directly with respect to the RFP process.

Should confidential information be required to be disclosed to adequately respond to questions arising during the RFP process, RFP Proponents may be required to execute and deliver further confidentiality and non-disclosure declarations (see Appendix A, Confidentiality Agreement).

4.4.2. ACCESS TO INFORMATION AND CONFIDENTIALITY

All RFP Submissions may be subject to the provisions of the Freedom of Information and Protection of Privacy Act of Ontario (the "Act"). The Act provides people with a right to access information in the control of the OCC, subject to a limited set of exemptions. One such exemption concerns information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information supplied, in confidence, by a third party, where disclosure of the information could reasonably be expected to result in certain harm.

If the RFP Proponent believes that any of the information submitted in connection with their RFP Submission reveals any proprietary trade secret or scientific, technical, commercial, financial or labour relations information and the RFP Proponent wishes to protect the confidentiality of such information, clearly mark this information "confidential". Doing so only indicates the RFP Proponent's desire to have the documents kept confidential. If the OCC receives a request for information in connection with the RFP Submission, the OCC will contact the RFP Proponent so that they may, if they choose, make representation permitted under the Act concerning its release.

5. CONTRACT REQUIREMENTS

5.1. SCOPE OF SERVICES REQUIRED

The OCC is seeking a relationship with a RFP Proponent who will provide Craft Beer Pouring Rights as outlined in the below. The RFP Proponent must have the ability to meet the volume of business. The gross craft beer sales for 2019 was \$220,000, we anticipate sales to reflect this amount moving forward as we are experiencing similar business volumes in the coming years. This summary of past revenue is for information purposes only and is not a guarantee of any kind with respect to future gross revenues. The OCC will form a strong business alliance with a local Craft Beer Brewer with the expectation of delivering a seamless outstanding guest experience.

The OCC is seeking a relationship with a local brewery to deliver services in the following areas:

Beer Volume:

- Craft beer currently makes up 53% of the total market share of beer purchases at the OCC. In 2019, the total beer purchases were over 900 cases per year, of those 900 cases, 67% of them were of 355 ml sized cans.
- Up to four (4) different skus (please indicate can size in your sku suggestions)

Equipment

- 480 (fourty dozen) 20 oz pint glasses (can be branded with brewery logo)
- Other equipment as identified as necessary

Pricing

- Competitive licensee price

Delivery

- All equipment (if utilized) "same day" serviced is required
- Timely delivery of product upon request of the OCC's in-house food and beverage provider

Location

- Must have main brewing facility within a 120 km radius of the OCC

5.2. LENGTH OF AGREEMENT

The Successful Proponent is expected to enter into a CBPRA for a term of three (3) years with an option of a three (3) year extension.

5.3. COMPENSATION PROPOSAL

5.3.1. MARKETING FEE

The RFP Proponent will propose to the OCC an initial marketing fee. The marketing fee will be an annual fee, with payments made quarterly, upon the execution the CBPRA.

5.3.2. MARKETING BUDGET

The RFP Proponents will propose an annual marketing budget allocation which will demonstrate intent to assist the OCC in the promotion and marketing of the centre, including sales calls, site visits, presentations and recommendations on behalf of the centre.

Commitment of partner to invest in the promotion of the partnership (activation budget, marketing budget are clearly outlined).

5.4. EXCLUSIVE SERVICE PROVIDER STATUS BENEFITS

Listed below are some of the benefits that will be made available to the Shaw Centre's Official Craft Beer Partner. A more comprehensive and detailed listing of benefits and business partnerships will be developed in conjunction with the partner.

5.4.1. EXCLUSIVITY

Sponsorship exclusivity in the sponsor's category 'Local Ottawa Craft Beer' - both product and/or service usage and in advertising.

Sponsor Right to utilize the sponsorship and facility name and/or logo in its own advertising.

5.4.2. USE OF THE FACILITY

The sponsor shall have access to \$5,000 Room Rental credits (no cash value, non-transferable) annually to be applied toward rental of meeting rooms within the facility.

5.4.3. ADVERTISING

The sponsor shall have access to \$3,000 Advertising credits (no cash value, non-transferable) annually to be applied toward advertising placement within the facility's ad displays, which can include website advertising, main entrance digital wall and meeting room entrance digital display advertising.

5.4.4. TICKETS

Throughout the term, the Sponsor will receive \$1,000 event ticket credits (no cash value and non-transferable) annually to be allocated towards the purchase of tickets to public events within the control of the Shaw Centre at the Facility.

5.4.5. PROMOTIONS AND ACTIVATIONS

The Shaw Centre will make reasonable efforts to introduce the sponsor to event producers at the facility, to allow the event producer to offer the Sponsor and opportunity to participate in promotions developed by events at the facility, at the discretion of the event producer. The Sponsor is under no obligation to participate in such promotions. The Shaw Centre will work with the Sponsor to determine other activation opportunities for which the Sponsor and the Shaw Centre mutually agree upon, including inclusion in Marketing & Sales events as Official Craft Beer Partner.

5.4.6. SHAW CENTRE SPECIAL EVENTS

Sponsor to be aware that presenters of events (and their exhibitors and sub-exhibitors) shall have the right to secure their own sponsors, regardless of whether they conflict with Sponsor. Event presenters (and their exhibitors and sub-exhibitors) may also advertise or promote (or permit third parties to advertise or promote) the event in conjunction with or with reference to such sponsors at any time and by any and all means and in any form of media. Sponsor shall agree that at the request of the Shaw Centre, Sponsor's signs, displays, advertisements and any other form of Sponsorship acknowledgment will be removed or covered during said event (the "Black-Out Period"). There shall be no more than twenty (20) such Black-Out Periods per year.

6. REQUIRED INFORMATION FOR THE RFP PROPONENT

6.1. GENERAL

The RFP for the OCC Craft Beer Pouring Rights is an invitation to submit a description of products meeting the requirements of this RFP.

The OCC will examine the RFP Submissions and evaluate, among other aspects:

- The completeness of each RFP Submission;
- The RFP Proponents' experience and qualifications, and their compliance to the requirements stated herein; and
- The financial commitment.

It is the OCC's intention to select a Preferred and Alternate Proponent that are qualified and who have met the mandatory requirements. RFP Proponents will be evaluated by the OCC, based on the criteria herein.

6.2. RFP PROPONENT QUALIFYING EVALUATION CRITERIA

RFP Proponents are asked to provide descriptions, information, evidence and references that will demonstrate qualifications and help the OCC evaluate against the criteria outlined in this section.

To demonstrate qualifications, the RFP Proponent should provide descriptions, information and testimonial or reference letters from contracts of comparable size and complexity to that of the Facility.

Mandatory criteria must be satisfied entirely. Point-rated criteria will be assessed by the OCC and a score up to the maximum amount shown in the column to the right of the criteria description will be assigned. The point-rated criteria provides for a maximum of 100 points. RFP Proponents must include a completed copy of the Appendix B, Form 1, Submission Checklist in their submissions.

The RFP Submission must consist of the elements presented in the tables in this section, in the order presented here. RFP Proponents should note that page guidelines refer only to the text portion of the response. Diagrams, pictures and testimonials would be in addition to these page guidelines.

6.3. CRITERIA

The key criteria for the evaluation are:

- Corporate Structure;
- Product Capability
- Eligibility and Brand Reputation;
- Financial and Partnership Rights ;
- Marketing/Communications.

6.3.1. CORPORATE STRUCTURE

Criteria	Mandatory	Point Rated
<p>1. The RFP Proponent must identify its ownership and structure. The following must be provided:</p> <ul style="list-style-type: none"> • Company name (including any parent or subsidiary companies), • Company Address • Main contact person(s) and contact details <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	5

6.3.2. PRODUCT CAPABILITY

Criteria	Mandatory	Point Rated
<p>2. The RFP Proponent must describe its overall vision of this RFP. It must describe:</p> <ul style="list-style-type: none"> • Outline your recommended brand(s) & style (IPA, Dark Lager, Pale Ale, etc.) for this partnership. • If offer includes a co-branded/custom SKU, please outline potential brand/style details and ideation on its development <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	7
<p>3. The RFP Proponent must provide the following service standards:</p> <ul style="list-style-type: none"> • Average product delivery cycle • Average product delivery time after an order is placed • Average product delivery time on an urgent order <p>Note: a guideline of one (1) page (minimum font size of 10 points) is expected to meet this requirement.</p>	X	7
<p>4. The RFP Proponent should:</p> <ul style="list-style-type: none"> • Outline the price and variety of products offered • Outline any rebate options on products purchased by the Shaw Centre. <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	7

6.3.3. ELIGIBILITY AND BRAND REPUTATION

<i>Criteria</i>	<i>Mandatory</i>	<i>Point Rated</i>
<p>5. The following information must be provided to confirm that your organization has the geographical eligibility, reputation and experience for delivering outstanding product and customer experience in fast paced facilities such as convention centres, large hotels, and sports and entertainment facilities that host multiple, concurrent events:</p> <ul style="list-style-type: none"> • RFP Proponents must be within a 120 km radius of the OCC ; • Evidence of past partnerships that demonstrates meeting the objectives for both entities through collaboration include any industry awards in the advertising, sponsorship or marketing categories that the brand has earned or received • Provide a summary of current market share, customer demographics, and key insights for your target market <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	20

6.3.4. FINANCIALS AND PARTNERSHIP RIGHTS

<i>Criteria</i>	<i>Mandatory</i>	<i>Point Rated</i>
<p>6. The RFP Proponent must describe :</p> <ul style="list-style-type: none"> • Cash component to be paid to OCC, annual exclusivity payment • Value In Kind to be given to OCC for distribution for client generation purposes • Commitment of partner to invest in the promotion of the partnership (activation budget, marketing budget are clearly outlined) <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	40

6.3.5. MARKETING / COMMUNICATIONS

<i>Criteria</i>	<i>Mandatory</i>	<i>Point Rated</i>
<p>7. The RFP Proponent must provide an overview of the following:</p> <ul style="list-style-type: none"> Proposed commitment to support partnership year round through marketing communications (external communications plan, media buy, social and digital) Any additional marketing benefits that will enhance the partnership <p>Note: A guideline of one (1) page (minimum font size of 10 points) is a general recommendation to meet this requirement.</p>	X	14

6.4. SUMMARY

The following is a summary of the allocation of points per key criteria.

<i>Summary of Key Criteria Totals</i>	<i>Mandatory</i>	<i>Total Value Per Section</i>
• Corporate Structure (Section 6.4.1)	X	5
• Product Capability (Section 6.4.2)	X	21
• Eligibility and Brand Reputation (Section 6.4.3)	X	20
• Financials and Partnership Rights (Section 6.4.4)	X	40
• Marketing and Communications (Section 6.4.5)	X	14
Total	X	100

7. GENERAL CONDITIONS

7.1. LEGAL RESTRICTION/CAUTIONS

7.1.1. INTRODUCTION

Specific legal restrictions and cautions follow in this section. The Successful Proponent agrees that the terms found in this RFP that are relevant and appropriate to the ongoing services contract will be included in the future Services Contract which will be presented to the Proponent.

7.1.2. RESTRICTIONS

Contacts During The RFP Process

All contacts and inquiries must be through the RFP contact noted above at Section 4. No other member of the OCC may be contacted directly.

The incumbent service provider has been given specific, and restrictive, instructions with respect to contact with OCC during the RFP process so as to ensure fairness and transparency.

Please note, if any RFP Proponent, or any paid advisor of an RFP Proponent, contacts a staff person, Board member or consultants of the OCC about their RFP Submission, the RFP process or RFP requirements, the RFP Proponent or their advisor will be instructed to contact the RFP contact at the numbers provided above.

If consultants to the RFP Proponent have had any involvement, or perceived involvement within the past twelve (12) months with the process underway by the OCC and the CBPRA contemplated herein, then the RFP Proponent must submit the information required in Appendix B, Form 3. The RFP Proponent agrees to abide by the OCC's decision as to whether a conflict, potential conflict, or advantage (perceived or real) is of sufficient character as to disqualify an RFP Submission. Any and all costs and/or claims, direct or indirect, resulting from any decision of the OCC, are the sole responsibility of the entity submitting the request for decision and no claim can be brought against the OCC.

RFP Proponents or their consultants/advisors may not assist or collude, directly or indirectly, with each other, in order to lessen competition or deprive the OCC of a competitive and open process.

Other than as expressly permitted or required in this RFP, any attempt on the part of any RFP Proponent or any of its employees, contractors, agents or representatives to contact any of the following persons, directly or indirectly, with respect to this RFP, may lead to disqualification of a RFP Proponent and/or rejection of a RFP Submission:

- Any member of an evaluation team or the evaluation committee;
- Any expert or advisor assisting OCC or the evaluation committee; and
- Any other RFP Proponent or any employee, contractor, agent or representative thereof.

7.1.3. CAUTIONS

The following conditions apply to this RFP:

- i) The OCC has the sole, absolute, unfettered and subjective discretion to accept or reject any RFP Submission submitted or any portion or item thereof;
- ii) The OCC is not required to select any RFP Proponent. The selection of the Successful Proponent is subject to the approval of the Board and any legislative approvals and/or requirements governing the OCC;
- iii) The OCC reserves the right to request clarification from any or all RFP Proponents, however, it will not be required to request missing information from any RFP Submission that may cause the RFP Submission to be considered as incomplete. Requests for clarification from one RFP Proponent will not require similar requests to other RFP Proponents unless the same issue or matter is material in other RFP Submissions;
- iv) RFP Proponents acknowledge and agree the OCC will not be responsible, and RFP Proponents agree to indemnify and hold harmless OCC, for any costs, expenses, losses, damages (including damage or loss of anticipated profit) or liabilities incurred by any RFP Proponent as a result of, or arising out of, submitting a RFP Submission, the communication of any information contained in a RFP Submission or subsequent RFP Submission to any party, including the public, or due to the OCC acceptance or non-acceptance of any RFP Submission received;
- v) No "In Trust" RFP Submissions will be accepted; qualifications and proposals must be by existing Legal Entities with current identifiable and describable governance and ownership structures;
- vi) The OCC makes no representations or warranties concerning the completeness or accuracy of the information contained in this RFP. RFP Proponents remain responsible for satisfying themselves as to the completeness and accuracy of all information;
- vii) The OCC will not permit the assignment of the RFP Submission without its prior written consent which may be unreasonably or arbitrarily withheld;
- viii) It will be clearly understood that, even after selection of the Preferred Proponent and the negotiation of the CBPRA with the Preferred Proponent, the OCC will require approval from its Board, and other approval authorities, prior to having the authority to enter into the RESA contemplated by the RFP. Any acceptance, selection or declaration of a Preferred Proponent by the OCC does not, and will not be deemed, to bind OCC to any agreement or obligation of any kind until such time as the CBPRA has been approved by the Board and other approval authorities; and
- ix) OCC reserves the right to change any and all dates, schedules, deadlines, processes and requirements of the RFP from time to time without liability whatsoever.

7.1.4. AGREEMENT BY RFP PROPONENTS

Submission of a RFP Submission will mean the RFP Proponent agrees as follows:

- i) It has read and understood the RFP, and it's respective appendices and agrees with the terms of the draft Contract found in the Appendices ;
- ii) It agrees to comply with the RFP requirements and agrees to negotiate in good faith to finalize the terms of the CBPRA;
- iii) It has undertaken its due diligence and accepts the characteristics and constraints of the Facility, and the objectives of OCC;
- iv) It waives any claim as a result of not having undertaken sufficient due diligence;
- v) It will provide an indemnifier as a person or entity with adequate and sustainable assets satisfactory to OCC, which must be physically located within Canada, to act as principal party and obligant to the CBPRA or to guarantee as principal obligant the Successful Proponent's obligations under the CBPRA for their entire term;
- vi) The Successful Proponent will be responsible for all transaction taxes, charges and fees of any kind, including Goods and Services Tax, Ontario Sales Tax and any subsequent Harmonized Sales Tax or value-added taxes of any kind, that are related to the Successful Proponent's position as Provider;
- vii) Time is of the essence;
- viii) All dollar amounts referred to in this RFP (and the subsequent CBPRA) are in Canadian dollars;
- ix) That it has been cautioned that other legislative and regulatory approvals must be obtained by OCC other than Board approval; and
- x) All information obtained initially and accumulated over the course of this procurement process by the RFP Proponent will be the sole property of OCC. All business systems and processes, computer software and hardware structures and arrangements, management techniques or structures and every other result of the procurement process will be the sole property of OCC. The OCC will be permitted to use, in any way, without charge or restriction all information, property, data, intellectual property structures and arrangements, management techniques or structures, systems and processes, and any other result of a process, as identified in the foregoing sentence.

7.2. DISQUALIFICATION

The OCC may, in its sole discretion, disqualify a RFP Proponent at any time during the RFP process if:

- i) The RFP Submission contains false information or the RFP Proponent, or any Proponent team member, misrepresents any information provided in the RFP Submission;
- ii) The RFP Proponent fails to submit, complete or fully execute one or more of the RFP requirements;
- iii) The RFP Proponent, or any Proponent Team Member, fails to co-operate with the OCC in its attempt to verify or clarify any information provided in the RFP Submission;
- iv) The RFP Submission reveals, in the sole opinion of the OCC, a conflict of interest of sufficient character to prejudice the RFP process;
- v) The RFP Proponent or RFP Submission fails to comply with the laws of the Province of Ontario and of Canada; and

- vi) The conduct of the RFP Proponent or its Proponent Team Member(s) affords the OCC reasonable grounds for belief that the Facility will not be operated in accordance with the law and with honesty and integrity including, but not limited to:
- ◆ Any one of the RFP Proponent's senior staff, have been convicted of a criminal offence under the *Criminal Code of Canada*, 1991 (or their equivalent in another jurisdiction) for which a pardon has not been granted;
 - ◆ The RFP Proponent has declared bankruptcy or made a voluntary assignment in bankruptcy in the last five years;
 - ◆ The RFP Proponent has improperly contacted the people identified in Section 4.4.1; and
 - ◆ The RFP Proponent, or any advisor/consultant to an RFP Proponent, contacts other potential RFP Proponents in order to lessen competition between RFP Proponents and deprives the OCC of a competitive and open process.

7.3. TERMINATION OF THE RFP

All RFP Proponents, by submitting an RFP Submission, are deemed to have acknowledged and accepted that the OCC is not obligated or required to complete the RFP process, or select any Preferred Proponent or Alternate Proponent. The selection of any Preferred Proponent and/or Alternate Proponent is subject to the sole, absolute, unfettered and subjective discretion and approval of the OCC. The final approval of the Successful Proponent, Alternate Proponent and CBPRA is subject to review and approval, in their sole, absolute, unfettered and subjective discretion, of the OCC.

All RFP Proponents, by submitting an RFP Submission, are deemed to have acknowledged and accepted that the OCC, at its sole absolute, unfettered and subjective discretion, may cancel or terminate the RFP process at any time without notice, penalty or any damages or liability whatsoever.

All RFP Proponents will be notified, in writing, if the RFP is cancelled or terminated.

APPENDIX A

Confidentiality Agreement

APPENDIX B

Submission Forms

Form 1 – Submission Checklist

Form 2 - RFP Proponent Declaration

Form 3 – Conflict of Interest Declaration

Form 4 - Mandatory Checklist