



Application Guidelines

**Invitation for Proposals (IFP)
for Independent Contractor Opportunity for:**

Professional Services: Strategic Planning Consultant

IFP#: PROJECT 2017-06-23

Project Based Contract

Issued: Friday, June 23, 2017

Application Deadline: Tuesday, July 18, 2017 at 5:00 pm EST

PART 1 – PURPOSE:

ACCES Employment is seeking a **Strategic Planning Consultant** in order to deliver the services described in **PART 2 – PROJECT GOALS / DELIVERABLES**.

Interested parties are asked to read this IFP carefully and are invited to submit a proposal in accordance with **PART 6 – HOW TO APPLY**.

For information on ACCES Employment, please refer to **Appendix A – About ACCES Employment**.

PART 2 – PROJECT GOALS / DELIVERABLES:

2.1 Project Goals:

ACCES is currently seeking professional services to assist with our ***Strategic Planning Process for the period of April 1, 2018 – March 31, 2021***. We are requesting proposals from professionals with experience in facilitating a strategic planning process with a Board of Directors in a not-for-profit organization.

2.2 Deliverables:

- Assist with designing and conducting key stakeholder consultations and an organizational environmental scan.
- Prepare for and facilitate pre-planning sessions with the Governance Committee of the Board of Directors which oversees the strategic planning process.
- Facilitate a full-day (approximately 7 hours) strategic planning session with the Board of Directors and Senior Management on Saturday, March 3, 2018 (TBC).
- Complete and submit a final report and a three-year Strategic Framework.

PART 3 – QUALIFICATIONS:

- Proven professional experience in the area of strategic planning and governance in the not-for-profit sector.
- Strong knowledge of governance principles, practices and policies.
- Demonstrated experience conducting such activities as organizational environmental scans, SWOTs, and stakeholder interviews.
- Strong facilitation and communication skills.

PART 4 - EVALUATION OF PROPOSALS:

4.1 Stages and Evaluation Point Allocation:

Stage	Evaluation	Scoring / Maximum Points
Stage 1	Mandatory Requirements	Pass/Fail
Stage 2	Rated Requirements	100

4.2 Stage 1 – Review of Mandatory Requirements (Pass/Fail):

Any Proposal that is not considered by ACCES Employment, to meet all mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following **Mandatory Requirements:**

1. Complete and submit **Appendix B - Conflict of Interest Statement.**
2. Complete and submit **Appendix C – References**, including 3 (three) references from comparable clients served within the past 3 years (of similar size and scope, if possible).
3. Enclose professional portfolio/work samples.

If proponent does not meet these mandatory requirements, the proponent's submission will be deemed to be non-eligible and will be eliminated from further consideration.

4.3 Stage II – Rated Requirements (100 Points):

During Stage II, Proposals will be evaluated and scored on the basis of the rated requirements. The maximum points allocated for Stage II is 100 points. Any Proposal that ***does not*** include satisfactory responses to applicable rated requirements as described below will receive a ***fail*** and not proceed further. Only the top 3 scoring proponents will be invited to deliver in person presentations to the ACCES Employment Selection Committee. Each Proposal will be awarded points based on the Proponent’s response to the information listed below:

Rated requirements	Maximum Points
Suitability of Proposal	40
Consultancy Price	
Extent to which the solution meets ACCES Employment’s needs and timelines	
Demonstrated ability to meet the deliverables as described in PART 2 – PROJECT GOALS / DELIVERABLES	
Firm Background / Professional Capacity / Qualifications	25
Firm qualifications and experience	
Firm's Experience with Not-for-Profit Organizations alike (providing Employment Services)	
The skills of the proposed team and service level standards	
Project Approach and Communication	30
Value Added Services	5
Provide a comprehensive list of services and activities in addition to the specification provided.	
Total Score for Rated Requirements	100

A Proposal must include the following ***Rated Requirements:***

1. An overview of the firm:

- Describe your firm’s experience, specialty and qualifications to provide the services outlined in **PART 2 – PROJECT GOALS / DELIVERABLES**.
- Provide the size and organizational structure of the consulting firm.

2. The consulting team:

- Provide names of the consultants that will be assigned to our project and their biographies.
- Provide the firm’s history regarding its experience with other clients similar to ACCES Employment.

3. The project approach:

- Describe the processes and techniques used by your firm.
- Indicate your expectations of ACCES Employment during the project.
- Propose a workplan/timeline for the project.
- Communication style.

4. Consulting fees:

- Provide proposed fee structure for the project **(please note that as a Broader Public Sector (BPS) agency, ACCES Employment is unable to reimburse any hospitality, incidental, food, travel and other expenses).**
- Outline out of scope areas (if any) and your billing rates.

PART 5 - KEY DATES:

Issue date	Friday, June 23, 2017
Proponent's questions deadline (via email to cristinas@accesemployment.ca)	Thursday, June 29, 2017 at 12 Noon EST
Addenda, if any	Tuesday, July 4, 2017
Proposals submission deadline	Tuesday, July 18, 2017 at 5:00 PM
Review/Selection Period	Wednesday, July 19 – July 28, 2017
Appointment of Vendor / Signing of Contract	Tuesday, August 1, 2017
Strategic Planning Session	Saturday, March 3, 2018 (TBC)
Deadline for Completion of PART 2 – PROJECT GOALS / DELIVERABLES	Friday, March 30, 2018

PART 6 – HOW TO APPLY:

Submit an electronic copy of your proposal by **Tuesday, July 18, 2017 at 5:00 PM EST** to cristinas@accesemployment.ca.

Please Note:

- In order to be fair to all proponents, late submissions and phone calls or e-mails to discuss the applications status will not be accepted. Only shortlisted applicants (individuals/organizations) will be contacted.
- All applicants will be notified of the status of their application.

PART 6 – ADDITIONAL INFORMATION:

6.1 Communication after Issuance of IFP:

6.1.1 Respondents to Review IFP:

Respondents shall examine all of the documents comprising this IFP and

(a) shall report any errors, omissions or ambiguities;

(b) may direct questions or seek additional information in writing by e-mail to the ACCES Contact on or before the Deadline for Questions (please refer to **PART 5 - KEY DATES**)

ACCES Employment is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the ACCES Employment Contact on any matter it considers to be unclear. ACCES Employment shall not be responsible for any misunderstanding on the part of the respondent concerning this IFP or its process.

6.1.2 New Information by Way of Addenda:

If ACCES Employment, for any reason, determines that it is necessary to provide additional information relating to this IFP, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this IFP. Such addenda may contain important information, including significant changes to this IFP.

6.1.3 Post-Deadline Addenda and Extension of Submission Deadline:

If any addendum is issued after the Deadline for Issuing Addenda, ACCES may at its discretion extend the Submission Deadline for a reasonable amount of time.

6.2 ACCES Employment is not Committed to Proponent's Expenses:

The application process will not necessarily result in a commitment to sign a contract with the Proponent. ACCES Employment shall not be liable for any expenses incurred by any Proponent, including the expenses associated with the cost of preparing the Application.

6.3 Distribution of the Invitation for Proposals (IFP):

This IFP has been released by notice to a minimum of 3 (three) potential applicants as identified by ACCES Employment as well as posted on the ACCES website.

6.4 Entering into a Contract with ACCES Employment:

The successful proponent(s) will be required to enter into a Service Agreement with ACCES Employment. Please refer to **Appendix D - Master Service Agreement (MSA) and Statement of Work (SOW)**.

Please be advised that successful Proponents will be required to:

- (a) provide the services for a defined period of time;
- (b) provide invoices to ACCES Employment on account of their services, accordingly;
- (c) provide ACCES Employment with an HST number for their business; and
- (d) report their income and directly remit the payment of all taxes or payments assessed or levied against or in respect of their business, including income tax, Canada Pension Plan, and all other premiums or levies required by law to the appropriate Government Agency.

6.5 External Factors:

ACCES Employment reserves the right to withdraw this IFP or terminate the resulting contract within the terms of the contract without penalty.

ACCES Employment programs and services receive funding from various sources and therefore all contracted services are subject to budget constraints.

Appendix A – About ACCES Employment

ACCES Guiding Principles

Our Vision

A fully inclusive labour force that reflects the diversity, skills and experience of Canada's population.

Our Mission

ACCES assists job seekers from diverse backgrounds who are facing barriers to employment, to integrate into the Canadian job market. We achieve this by providing employment services, linking employers to skilled people and building strong networks in collaboration with community partners.

Our Values

We value and respect the uniqueness of each individual, including our clients, our employers, our community partners and ourselves. We strive to provide every person with Customer Service Excellence and an exceptional customer experience.

Inclusive - We are committed to respecting individual differences and being accessible to all those we serve. ACCES staff reflects the diversity of our community.

Accountable - We provide transparent, high quality services, and achieve results that are measurable and fiscally responsible.

Client Focused - Our services are customized to meet the needs of our clients, communities and employers.

Collaborative - We work together to achieve our goals and respect the contributions of others, both within ACCES and with our stakeholders.

Learning - We listen and stay connected to our communities, clients, employers and other partners, to continuously improve.

Entrepreneurial - We seek new, innovative and creative opportunities to be a leading edge organization.

Responsive - We are flexible and embrace change, continuously adapting to emerging needs and opportunities within a dynamic environment.

Results-Oriented - We focus on action, outcomes, and setting new standards of excellence.

Background

For more than 30 years, ACCES Employment has connected diverse job seekers with employers across the Greater Toronto Area. In 2016-2017, we served over 20,000 job seekers by providing them with high quality employment services both in-person and online. Working with over 2,000 employers across the country, ACCES Employment actively engages the private sector to help create a workforce that reflects the diversity and experience of Canada's population. As a non-profit, charitable organization, ACCES Employment receives funding from all three levels of government, corporate sponsors, donors and United Way Toronto & York Region.

Currently, our budget is \$21M, our work team consists of over 170 positions and we speak over 40 languages. We have five locations across the GTA (Toronto, Brampton, Mississauga, North York and Scarborough).

ACCES Employment is respected and valued as a leader in its field. We are committed to providing high quality, effective employment services to both job seekers and employers. Employment Ontario provides the foundation for the delivery of our core services including employment preparation, job search, referral and resource services. Job search workshops, employment counselling, informational and resource support, and employer engagement together with job development continue to be our primary areas of service. As part of our Employment Ontario program, we offer a tailored employment support program for youth 15-29 years of age who are currently unemployed.

We have also developed sector-specific expertise through a series of bridge training programs in the following areas: Engineering, Finance, Human Resources, Information Technology, Sales and Marketing, Leadership and Supply Chain. In addition, we offer a unique program for newcomer entrepreneurs designed specifically to help those with entrepreneurial experience to successfully start a business here in Canada.

We also offer language training through our drop-in program, Talk English Café as well as more intensive workplace-focused communication and language training through Language for Workplace Connections. Mentoring and networking opportunities play an important role in connecting our job seekers with professionals in the field. Our Speed Mentoring® program gives job seekers an arena for short, focused conversations with working professionals in their field.

ACCES Employment supports the success of women in the workplace through all of our programs. We recognize both the unique strengths that they offer and the barriers that they face to finding employment that reflects their education and experience. We have



developed two programs that speak to the unique strengths of women to better support their future career pursuits in Canada. The START Customer Care program is designed to support immigrant women with pursuing careers in the customer care sector in Canada. Empowering Women is a one-week intensive program supporting newcomer women to be successful in their careers. Through customized workshops, coaching, and mentorship, Empowering Women provide newcomer women with the skills and confidence to become a leader in their sector.

With the insurgence of Syrian refugees to Canada in 2015, ACCES Employment responded quickly with tailored services to meet the unique needs of this group of job seekers. Our new program, Employment Connections for Newcomer Youth helps refugees between the ages of 16 and 29. We developed an entirely new program for Syrian newcomers with a background in trades called the Construction Trades Program in partnership with LiUNA Local 506, Ontario Masonry Training Centre, Refugee Career Jumpstart Program, Catholic Crosscultural Services, and the Adult Learning and Employment Centre.

In 2016, we launched our online services through our pre-arrival program, Canadian Employment Connections designed to support those who are approved for permanent residency in Canada. Job seekers access a range of workshops, events and resources entirely online with virtual support from a team in Canada.

We are constantly striving to improve our flexible and seamless services so that we can meet the needs of our participants. Staff is informed, highly skilled, creative, adaptable, and strongly committed to service excellence.

For additional information about our services, please visit our website at www.accesemployment.ca.

Appendix B – Conflict of Interest Statement

In addition to the other information and representations made by each Proponent in the IFP, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of ACCES Employment, the Proponent is found to be in a Conflict of Interest, ACCES Employment may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where ACCES Employment discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, ACCES Employment may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

Conflict of Interest	Response
Is there an actual Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the IFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, please enter details here.]

The Proponent agrees to provide any additional information, which may be requested by ACCES Employment.

Appendix C – References

Reference Number 1:

Company Name:	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: To:
Nature of Services:	

Reference Number 2:

Company Name:	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: To:
Nature of Services:	

Reference Number 3:

Company Name:	
Contact Name:	
Company Address:	
Company Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	From: To:
Nature of Services:	

Appendix D – Master Services Agreement (MSA) and Statement of Work (SOW)

MASTER SERVICES AGREEMENT

This Agreement dated and made effective as of the ● day of ●, 20● (the “**Effective Date**”), between (A.C.C.E.S.) Accessible Community Counselling and Employment Services with an address at 489 College Street, Suite 100, Toronto, Ontario M6G 1A5 (“**ACCES**”) and ● (“**Service Provider**”) with HST Registration Number: ●, with an address at ● .

Whereas ACCES has requested Service Provider, and Service Provider has agreed, to provide certain services and deliverables to ACCES and clients of ACCES (the “**Clients**”) as more particularly described in a Statement of Work issued under this agreement, all on the terms and conditions set out in this Agreement,
Now therefore in consideration of the mutual agreements contained in this agreement, the parties agree as follows.

1. Definitions

In addition to any other terms that are specifically defined in the body of this Agreement:

- (a) “**Agreement**” means this master services agreement and any attached Schedules including but not limited to ACCES Policy Guide provided to Service Provider from time to time;
- (b) “**Business Day**” means Monday through Friday except statutory holidays observed in the Province of Ontario;
- (c) “**Deliverables**” means the documentation or other products to be prepared by Service Provider and delivered to ACCES or its Clients;
- (d) “**Personal Information**” means information about an identifiable individual, including without limitation any information defined or deemed as such pursuant to any applicable laws or regulations related to privacy or data protection;
- (e) “**Services**” means any services to be provided, including the Deliverables to be prepared and delivered, by Service Provider as more particularly detailed in a Statement of Work; and

- (f) **“Statement of Work”** means the document which contains the particulars of the Deliverables and Services to be completed for a specific project to be completed pursuant to and issued under this Agreement.

2. Term

(1) *Term of Agreement.* Notwithstanding the date of its execution, this Agreement shall come into effect on the Effective Date and will continue until _____ or until terminated sooner as provided for elsewhere in this Agreement.

(2) *Term of Statement of Work.* The Statement of Work shall become effective upon the effective date of its execution and shall remain in force until all Services have been performed and Deliverables have been delivered, or as may be otherwise specifically provided in the Statement of Work or as set out in this Agreement.

(3) *Survival of Terms.* Notwithstanding the termination of this Agreement for any reason whatsoever, including normal expiration, and without limiting the applicability or effect of any other section not referred to in this section, sections 2(3), 6, 7, 9, 10(1), 10(3), 13, 14(1), 14(2), 16(7) and 16(8) shall survive the termination of this Agreement.

3. Service Provider’s Obligations

(1) *Engagement.* ACCES agrees to retain Service Provider, and Service Provider agrees to be retained, to provide specified Services and Deliverables.

(2) *Representations and Warranties.* Service Provider represents and warrants that:

- (a) Service Provider and any personnel who may be assigned by Service Provider to perform the Services or prepare the Deliverables possess the necessary skills, expertise and experience to provide the Services or Deliverables in accordance with the provisions of this Agreement;
- (b) Service Provider and any personnel who may be assigned by Service Provider to perform the Services shall be fully licensed by all industry, professional and government agencies, or possess any other credentials, as may be required to perform the Services;
- (c) any personnel who may be assigned by Service Provider to perform the Services are, and at all times during the term of this Agreement shall remain, employees of Service Provider and shall perform the Services in the course of their employment with the Service Provider, unless otherwise agreed to by the Parties hereto; and

- (d) all Deliverables provided to ACCES by Service Provider are or will be, original works created only by Service Provider or through its employees or other personnel engaged by Service Provider and the authors of each of the Deliverables have irrevocably waived or will irrevocably waive all moral rights, copyrights, rights of revision and any other intellectual property rights which they may have therein, and all such Deliverables shall become the exclusive property of ACCES.
- (3) *Service Provider Responsibilities.* Service Provider agrees to:
- (a) assign qualified personnel to perform the Services and notify ACCES as soon as possible of any absence of assigned personnel;
 - (b) designate in writing a main contact (the “**Main Contact**”) who will represent Service Provider and be responsible for directing performance of Service Provider’s contractual responsibilities regarding and arising under this Agreement;
 - (c) perform the Services in a professional manner, and in accordance with the standard of care, skill and knowledge generally prevailing in the industry and in compliance with all applicable laws and licenses and contractual requirements;
 - (d) provide strict project control throughout the period of time contemplated by the project and use reasonable efforts to ensure that the Services are performed on schedule and in accordance with the Statement of Work;
 - (e) devote such time as may be necessary and required to perform the Services in accordance with this Agreement and the Statement of Work;
 - (f) provide all equipment, materials and tools necessary to perform the Services, except as may otherwise be agreed between ACCES and Service Provider;
 - (g) advise ACCES from time to time, by written report if requested by ACCES, about Service Provider’s progress, activities and schedules, as well as any delays being encountered by Service Provider, the reasons for any such delays, and the actions undertaken by Service Provider to rectify such delays; and
 - (h) comply with all reasonable directions and requests of ACCES within the scope of this Agreement.

(4) *Replacement of Assigned Personnel.* If, at any time, ACCES is of the opinion, acting reasonably, that Service Provider or the personnel assigned by Service Provider to perform the Services do not possess the requisite skills, ability, knowledge, training or experience to perform the Services, or if Service Provider or the personnel assigned by Service Provider are not performing the Services in a manner acceptable to ACCES, ACCES may provide written notice thereof to Service Provider. Service Provider shall have ten (10) Business Days from the date of receipt of ACCES' notice to take any appropriate steps to rectify the situation as requested by ACCES, including replacement of such person with a person with suitable skills, ability, knowledge, training or experience who is reasonably acceptable to ACCES.

(5) *AODA Training.* ACCES supports and promotes the objectives of the Accessibility for Ontarians with Disabilities Act (AODA) and, therefore, in accordance with the AODA and the Regulation(s) thereto, ACCES strives to ensure that all service providers and other third-party contractors who deal with the public on behalf of ACCES receive appropriate training in human rights and AODA customer service principles. It is a condition and requirement of this Agreement that the Service Provider, in turn, ensures that any personnel used in fulfilling the terms of this Agreement, if such personnel deal with the public, are trained in accordance with the AODA, and further, that the Service Provider makes and retains appropriate training records (and to furnish such records on request of ACCES). ACCES hereby confirms that online/electronic training (e-learning) available through the internet by any recognized provider, such as the Ministry of Community and Social Services (MCSS) or any e-learning training approved by the MCSS, fulfills this requirement.

(6) *Insurance.* At the request of ACCES, Service Provider shall obtain and maintain such insurance coverage in such amounts and with such carriers and with such named insureds as may be set out in the Statement of Work to cover liability for errors and omissions in the performance or failure to perform the Services and commercial general liability insurance covering claims for injury, death or damage to property arising out of Service Provider's performance of the Services under the Agreement. Copies of the policies or appropriate certificates or endorsements or other proof shall be provided forthwith to ACCES and upon ACCES' reasonable requests from time to time while this Agreement is in full force and effect. Failure to so provide, or to keep this insurance in full force and effect shall be grounds for termination of this Agreement by ACCES.

(7) *Non Exclusivity.* While the Service Provider agrees to exercise its full attention and efforts in performing the Services, the parties acknowledge and agree that no rights of exclusivity arise hereunder in favour of either party. For greater certainty ACCES acknowledges and agrees that the Service Provider is not restricted by this Agreement from providing any services, of any nature whatsoever, to any other person or entity, including the provision of any services that are similar or identical to the Services,

provided that the provision of such services does not interfere with the performance of the Services hereunder, does not amount to a conflict of interest, and/or does not put ACCES at risk of termination or cancellation of any funding or contribution agreement (a “**Funding Agreement**”) by any governmental or non-governmental agency, organization or department (a “**Funding Provider**”). At the request of ACCES, Service Provider shall provide a current list of all persons and entities to whom or which Service Provider is providing services, whether or not such services are similar or identical to the Services. Service Provider agrees that any determination regarding interference, conflict of interest or risk to funding shall be made exclusively by ACCES and at its sole discretion.

4. ACCES’ Obligations

(1) *ACCES Responsibilities.* ACCES agrees to:

- (a) make reasonably available to Service Provider such facilities, documents and assistance from officers and employees of ACCES as reasonably may be necessary to facilitate Service Provider in the performance of the Services. Where the Services are to be delivered by the Service Provider at the facilities of a Client (the “**Client Facilities**”), ACCES agrees to coordinate with the Client for access to the Client Facilities by the Service Provider;
- (b) designate in writing a main contact who will represent ACCES under this Agreement;
- (c) review work in process on a regular basis and provide feedback to the personnel assigned by Service Provider on in-process and completed work; and
- (d) ensure that ACCES’ personnel assigned to the project are available as scheduled.

5. Payment Terms

(1) *Fees.* In consideration of the provision by Service Provider of the Services and Deliverables under this Agreement, ACCES agrees to pay Service Provider the fees that are set out in the Statement of Work.

(2) *Expenses.* ACCES shall not be responsible and Service Provider shall not claim any charges for Services other than those set out in the Statement of Work unless such charges are pre-approved in writing by ACCES. Service Provider will return payments made by ACCES in advance for Services that because of the lawful termination of a Statement of Work, or this Agreement, will not be performed.

(3) *Invoices.* ACCES shall not be obliged to pay any monies to Service Provider until Service Provider has submitted an invoice acceptable to ACCES relating to the fees and expenses set out in a Statement of Work.

(4) *Time for Payment.* Provided that an invoice is satisfactory in both form and content, ACCES shall pay the invoice within thirty (30) days from the date of receipt by ACCES of the invoice.

(5) *Taxes.* It is understood and agreed that the fees specified in this Agreement and any Statement of Work are exclusive of HST unless otherwise specified. Unless the Service Provider has provided ACCES with a GST/HST Registration Confirmation of Exemption, in a form acceptable to ACCES, Service Provider shall provide ACCES with Service Provider's HST registration number, and ACCES shall remit to Service Provider the applicable amount of HST on the fees payable under this Agreement at the time that such fees are paid by ACCES to Service Provider. Service Provider shall be responsible for remitting such HST to the appropriate Canadian governmental authority.

6. Ownership & Protection

(1) *ACCES Owns Materials.* Unless otherwise specified in a Statement of Work issued under this Agreement, all Deliverables and all information, data, research, documents, statistics, specifications, reports, opinions, materials, workshops and applications created, developed, written, discovered or produced by Service Provider or its officers, employees, agents or contractors in the performance of this Agreement, and all intellectual property (including copyright) therein (collectively, the "**Materials**"), shall be the exclusive property of ACCES and the Service Provider hereby assigns all rights, including intellectual property rights in respect of the Materials to ACCES. The Materials shall be delivered without cost to ACCES upon request and upon payment by ACCES of the fees referred to in section 5 of this Agreement; provided always that any unique process or pre-existing formats or materials developed by Service Provider prior to this Agreement, but expressly excepting any ACCES specific Materials that are utilized by Service Provider in delivering the Services hereunder, shall remain the property of Service Provider. Any doubt arising under this provision shall be resolved in favour of ACCES.

(2) *Protection of ACCES Marks.* "ACCES Marks" means all trademarks, trade names, logos, slogans, service marks, symbols and names of ACCES, whether registered or not. Service Provider may use ACCES Marks only if necessary in providing the Services and then only when pre-approved in writing by ACCES, and Service Provider will use the ACCES Marks in strict accordance with any specifications provided by ACCES for that use. Service Provider agrees that the ACCES Marks are property of ACCES and this Agreement confers no right, title or interest in or to the ACCES Marks, except the use of same as herein set out. Service Provider will not directly or indirectly due or cause to be

done or permit any acts which may in any way jeopardize or adversely affect the validity of any ACCES Marks or title of ACCES to the ACCES Marks.

7. Confidentiality

(1) *Confidential Information.* Neither party shall

- (a) use or disclose any confidential and proprietary information including Personal Information (collectively, "**Confidential Information**") relating to the other party for its own purposes or for any purposes except for the purpose of, or in accordance with, this Agreement. A party receiving Confidential Information from the other shall use the same degree of care to protect the confidentiality of such Confidential Information as it uses to protect its own Confidential Information, but in no event less than reasonable care, including ensuring that such information is disclosed to employees, sub-contractors, consultants and agents only on a "need to know" basis, and if there is any doubt as to whether the information is Confidential Information, it shall be treated as such. Within fifteen (15) days of the request of the disclosing party or immediately upon termination of this Agreement, and in the disclosing party's sole discretion, the receiving party shall either return to the disclosing party originals and copies of any Confidential Information and all information, records and materials developed from them by the receiving party, or destroy the same and, if requested, provide proof or other warranty of destruction to the disclosing party; or
- (b) disclose Confidential Information to any employees, sub-contractors, consultants or agents or any other person or entity except for those with a "need to know" and each party agrees to use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate.

(2) *Confidential Information - Clients.* Service Provider agrees that the Confidential Information of ACCES is deemed to include any information about or relating to the Clients and Confidential Information owned by the Clients.

(3) *Disclosure Compelled by Law.* The obligations of non-disclosure set out in section 7(1) of this Agreement do not apply to Confidential Information that the receiving party is lawfully required to disclose pursuant to an order of a court or other authority of competent jurisdiction, provided that, before making such disclosure, receiving party shall promptly provide disclosing party with written notice of the requirement to disclose, and shall reasonably cooperate with disclosing party in its

actions to secure the confidential treatment of the Confidential Information, or actions taken by disclosing party to challenge, narrow or restrict such order, the costs of which shall be the responsibility of the disclosing party.

(4) *Equitable Remedies.* The parties agree that injunctive relief in addition to any other right or remedy is an appropriate remedy to enforce the provisions of this section and preserve the disclosing party's propriety rights should the need arise.

8. Warranty

Service Provider warrants that all Deliverables and Services will conform to or will be performed in accordance with the "**Performance Standards Level (the "PS Level") as listed on the Statement of Work.** If any Deliverable or Service does not meet the PS Level, ACCES may notify the Service Provider in writing that the Deliverable or Service fails to meet the PS Level and require the Service Provider to make, at no additional cost to ACCES, all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the Deliverable or Service so that it meets the PS Level. Failure to do so when notified shall be grounds for termination of the Agreement or applicable Statement of Work by ACCES.

9. Indemnification

(1) *ACCES Not Liable.* ACCES shall not be liable for any injury to Service Provider or its officers, employees, agents or contractors, or for any damage to, or loss of, property of Service Provider or of its officers, employees, agents or contractors, caused by, or in any way related to, the performance of this Agreement, except where the injury, damage or loss is due to the wrongful or negligent act of ACCES.

(2) *Service Provider to Use Due Care.* Service Provider shall use all due and reasonable care in the performance of its obligations under this Agreement and hereby assumes all risks incidental to its performance of the Services and shall, at all times, fully indemnify and save harmless ACCES, its successors and assigns, from and against all actions, claims and demands whatsoever that may be brought against or made upon ACCES, and against all loss, liability, judgments, claims, costs, demands or expenses that ACCES may sustain, suffer or be put to, resulting from or arising out of the Service Provider's negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any obligations under this Agreement required to be performed or rendered by it in accordance with the provisions of this Agreement.

(3) *Taxes and Penalties.* Service Provider specifically agrees to indemnify ACCES and save it harmless from and against any and all claims, charges, taxes or penalties and demands which may be made by the Canada Revenue Agency (or any successor agency)

requiring ACCES to pay any tax, including income tax under the Income Tax Act (Canada), in respect of any income tax or other tax payable by the Service Provider; and in respect of any and all claims, charges, taxes, or penalties and demands which may be made on behalf of or related to the Employment Insurance Act (Canada) or the Canada Pension Commission under the applicable statutes and regulations, with respect to any amount, including penalty amounts, which may, in the future, be found to be payable by ACCES in respect of the Service Provider or any of the employees of the Service Provider.

10. Relationship of Parties

(1) *Independent Service Provider.* The Parties agree that the Service Provider shall at all times be an independent contractor and not an employee of ACCES. Nothing in this Agreement or any Statement of Work shall be deemed in any way or for any purpose to constitute either party a partner, agent, employee or servant of the other party to this Agreement or of any Funding Provider in the conduct of any business or otherwise or a member of a joint venture with the other party to this Agreement or any Funding Provider, nor shall it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party or any Funding Provider. Service Provider and its employees, if any, will not be entitled to receive from ACCES any compensation or benefits except for the compensation explicitly set out in this Agreement or any Statement of Work issued pursuant to this Agreement. Without limiting the generality of the foregoing, Service Provider specifically agrees that it or its employees shall not be entitled to any wages, salary, employee fringe benefits, vacation pay, overtime pay, public holiday pay or any other entitlements as may be provided to the employees of ACCES.

(2) *Wages, Supervision and Benefits.* Service Provider's personnel performing the Services at all times shall remain employees of Service Provider, and Service Provider shall be solely responsible for the wages, supervision, discipline of such employees and all other matters arising out of the relationship between employer and employee.

(3) *Deductions and Remittances.* Service Provider is responsible for any deductions or remittances that may be required by law in respect of itself and its officers, employees, agents or contractors, and shall indemnify and save harmless ACCES in respect of such deduction and remittances. ACCES will not withhold from the compensation paid to the Service Provider pursuant to this Agreement any sum for income tax, employment insurance, Canada Pension Plan or any other withholding pursuant to any law or requirement of any governmental body, and the Service Provider shall have the sole responsibility for submitting reports and returns, making any necessary payments and remittances, and maintaining any records required by any local, provincial or federal government or agency thereof for the provisions of services under this Agreement. If ACCES is required to pay any amounts to any taxing or other

authority in respect of such deductions or remittances, and there are fees owing by ACCES to Service Provider under this Agreement, ACCES shall be entitled to reimbursement from the Service Provider and, as necessary and without limitation on its right to pursue full recovery, to deduct such amounts from the fees payable under this Agreement.

(4) *Criminal Records Check.* Service Provider will carry out standard criminal records checks of its personnel performing the Services, keep proper evidence of having carried them out and give a copy of this evidence to ACCES on no less than five (5) Business Days notice. ACCES reserves the right to refuse to allow Service Provider personnel to perform Services or provide Deliverables based on any incompatibilities revealed by the results of such checks, such incompatibilities to be determined by ACCES in its sole discretion and subject to any applicable laws.

11. Termination

(1) *For Convenience.* ACCES shall have the right to terminate this Agreement or any Statement of Work at any time, for any reason or for no reason at all, upon providing ten (10) days of written notice to Service Provider.

(2) *For Cause.* ACCES shall have the right to terminate this Agreement or any Statement of Work at any time, without notice, upon failure of Service Provider to carry out or perform any of the obligations imposed on it under this Agreement or Statement of Work, provided ACCES so advises Service Provider in writing of the default and Service Provider fails to remedy the default within ten (10) Business Days after written notice has been provided to Service Provider by ACCES in accordance with the provisions of section 13 of this Agreement.

(3) *Bankruptcy.* If a party ceases to carry on its business, makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or takes the benefit of, or becomes subject to, any legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and assets of a party is conclusive evidence of insolvency, the other party may terminate this Agreement and/or Statement of Work anytime, without notice.

(4) *Death or Incapacity.* ACCES shall have the right to terminate this Agreement at any time, without notice, if the Service Provider is an individual and dies or becomes incapable of performing the Services by reason of illness, disease, mental or physical disability or incapacity.

(5) *Illegal, Criminal, etc.* ACCES shall have the right to terminate this Agreement at any time, without notice, if the Service Provider or the Service Provider's personnel, in the course of providing the Services or fulfilling any obligation under this Agreement

commits any act or omission which is or is likely to be illegal, criminal, fraudulent, misleading, obscene, harassing or distressing, or violates any applicable laws, licenses or the rights of any third party, as determined by ACCES in its sole discretion.

(6) *Obligations of Parties.* A termination of this Agreement or Statement of Work under this section shall be in addition to any other remedies available to the terminating party under this Agreement, by contract, at law or in equity. Upon termination of this Agreement, or Statement of Work, Service Provider shall cease to perform any further work, and shall disclose to ACCES the current state of the Services that were being performed by Service Provider at the time of termination. Service Provider shall deliver to ACCES all Materials relating to the Services provided by Service Provider in whatever format they may be in at the time, and Service Provider shall comply with the obligations in section 6. ACCES shall be under no obligation to Service Provider other than to pay, upon receipt of an invoice and supporting documentation satisfactory to ACCES, such fees as Service Provider may be entitled to receive under this Agreement for work completed to the satisfaction of ACCES up to the date of termination.

12. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or any Statement of Work shall be excused if, and to the extent that, the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including without limitation, acts of war, revolution, riot, sabotage, vandalism, earthquakes, storms, lightening and other acts of God, local or national emergencies, strikes, third party lockouts, work slowdowns and all other labour disputes, whether lawful or unlawful; provided that: (i) written notice of the delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days of the affected party first becoming aware of such event; and (ii) that the affected party shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed. Provided that, if the period of delay or failure to perform by the Service Provider puts ACCES, as determined by ACCES in its sole discretion, at risk of termination or cancellation of a Funding Agreement by a Funding Provider, ACCES may terminate this Agreement and/or a Statement of Work immediately, without notice.

13. Notices

(1) *Address for Notice.* Any notice, request, consent or other communication provided, required, or permitted under this Agreement (the "Notice") shall be sufficiently given if personally served, or sent by ordinary mail, facsimile or by e-mail, and addressed or sent to the parties at their respective addresses, which may include e-

mail addresses, set forth in a Statement of Work or at such other place as such party may from time to time designate by written notice to other party.

(2) *Timing.* Any Notice, if delivered personally or by facsimile or by e-mail, shall be deemed to have been given the same day, or if delivered by ordinary mail, shall be deemed to have been given three (3) business days after the date of mailing. In no event should any notice, request, consent or other communication be sent by mail during any period of interrupted or threatened interruption of postal service.

14. Non-Solicitation

(1) *Non-Solicitation of Employees.* During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, the Service Provider agrees that it will not hire, solicit, procure or take away or cause to be hired, solicited, procured or taken away, any employees of ACCES or in any way cause any such employees to alter their relationship with ACCES.

(2) *Non-Solicitation of Clients.* During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the Service Provider agrees that it will not contact any clients of ACCES, either directly or indirectly, for the purpose of soliciting their business (i.e., seeking to provide said clients with any services), if the services in question would be provided at any location within a 50 kilometre radius of any location of ACCES which includes any future locations operating during this period of restriction.

15. Independent Legal Advice

Full Understanding. It is agreed that each party has read and fully understands this Agreement, and has either received independent legal advice or voluntarily chosen not to receive independent legal advice, as the case may be, in connection with the implications of this Agreement.

16. General Provisions

(3) *Consents and Waivers.* Forbearance or indulgence by a party in any regard whatsoever shall not constitute the party's waiver. No consent or waiver shall be effective unless made in writing by an authorized officer of the party.

(4) *Entire Agreement.* This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. Each Statement of Work signed by Service Provider and ACCES, together with this Agreement, constitutes a complete and separate agreement which represents the entire agreement of the parties, and

supersedes all previous agreements or representations, written or oral, with respect to the Services to be performed and/or documentation to be provided thereunder. This Agreement and a Statement of Work made hereunder may not be amended or modified except by mutual agreement of the parties in writing.

(5) *Severability.* Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though the said provision had not been included.

(6) *Interpretation.* In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable. The headings inserted in this Agreement are for convenience of reference only and, in no way, define, limit or enlarge the scope or meaning of any of the terms and conditions contained in this Agreement.

(7) *Restriction on Assignment.* The Service Provider may not assign, transfer or sub-contract its rights or the performance of all, or any part, of its obligations under this Agreement to another party except with the prior written consent of the ACCES, which consent may be arbitrarily withheld. The Service Provider agrees that ACCES may assign, transfer or delegate its rights or obligations under this Agreement to another party. This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(8) *Conflicts.* In the event of conflict or inconsistency between one or more of the provisions of the main body of this Agreement and a Statement of Work or other document, and the conflict or inconsistency relates to the Services to be performed, the Deliverables to be delivered, or the fees to be paid, a Statement of Work shall govern. For all other conflicts or inconsistencies, the main body of the Agreement shall govern.

(9) *Publicity.* Without the prior written consent of the other party, neither party shall make or cause to be made any media or press releases, public announcements or public disclosures relating to this Agreement, any Statement of Work or the subject matter thereof.

(10) *Governing Law.* This Agreement shall be interpreted and governed by the laws of the Province of Ontario and the laws of Canada applicable therein and the parties irrevocably attorn to the jurisdiction of the Ontario courts.

Counterpart and Facsimile. This Agreement may be executed in counterpart, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, portable document format or other electronic means.

In witness whereof the parties have executed this Agreement as of the Effective Date.

**(A.C.C.E.S.) ACCESSIBLE COMMUNITY
COUNSELLING AND EMPLOYMENT
SERVICES**



Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I have authority to bind the Corporation

I/We have authority to bind the Corporation

STATEMENT OF WORK (SOW)

Project Name:	Location (s):
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This Statement of Work (“**SOW**”) forms an integral part of, and is made and issued under and pursuant to the Master Services Agreement (the “**Agreement**”) between (A.C.C.E.S.) Accessible Community Counselling and Employment Services (“**ACCES**”) and ● (“**Service Provider**”) with HST Registration Number: ● with an address at ● made effective as of _____. All capitalized items used in this SOW and not otherwise defined herein have the meaning ascribed to such terms in the Agreement, or if not defined in this SOW or the Agreement will have the generally accepted industry or technical meanings given to such terms.

1. SOW Term: Unless terminated sooner in accordance with the provisions of the Agreement or this SOW, this SOW terminates on the completion and acceptance by ACCES of all Services and Deliverables under this SOW. The Services shall be delivered by the Service Provider during the period ● to ● (the “Services Delivery Period”).

2. SOW Description: Service Provider will provide the Services to be performed and/or the Deliverables to be delivered, in accordance with this SOW, as set out below.
 -

3. Intellectual Property Ownership. In accordance with terms of MSA.

4. Performance Standards (PS Level):
 - Comply with the ACCES Policy Guide.
 - It is the responsibility of the Contractor to contact the Supervising Manager (Main Contact) and inform him/her of any absences at least 48 hours prior to the commencement of the scheduled work so that a replacement can be found.

5. Termination by Service Provider (if applicable): Service Provider shall have the right to terminate this SOW at any time upon providing ACCES with no less than thirty (30) days written notice. ACCES reserves the right to waive the requirement for the Service Provider to work or to send personnel to work during all or any part of any notice period provided by the Service Provider without further obligation to the Service Provider.

6. Warranties: In accordance with the terms of MSA.
7. Fees: ACCES will pay Service Provider on a fee (the “Services Fee”), in accordance with the Agreement, for work actually and satisfactorily performed at the rate(s) set out below:

7.1 **Hourly Rate:**

Maximum Number of Hours	Hourly Rate	Maximum Services Fee Pre-HST	13% HST	Maximum Services Fee including HST

- 7.2 If the Services Delivery Period is:
- (a) thirty (30) days or less, the Service Provider shall invoice ACCES for the entire Services Fee upon completion of the Services Delivery Period.
 - (b) more than thirty (30) days, the Service Provider shall invoice ACCES on a monthly basis for the total number of hours the Services were delivered during the prior 30 day period (the “**Invoicing Period**”).
- 7.3 The Service Provider shall include with each invoice the following information (the “**Monthly Report**”):
- 1. The ACCES Client’s name(s) (and company(ies) if applicable);
 - (a) The length of time required to deliver the Services and/or Deliverables during the Invoicing Period and a description of the Services and/or Deliverables provided for the Invoicing Period;
 - (b) The length of time spent at the ACCES Facilities or ACCES Client Facilities, as the case may be, and/or length of time on the phone with each ACCES Client; and
 - (c) The duration, date and purpose of meeting with the ACCES Clients.

OR

7.1 **Fixed Rate:**

Services Fee Pre-HST	13% HST	Services Fee including HST

- 7.2 If the Services Delivery Period is:
- (a) thirty (30) days or less, the Service Provider shall invoice ACCES for the entire Services Fee upon completion of the Services Delivery Period and shall include with the invoice a Services Report (hereinafter defined) covering the entire Services Delivery Period.

