

Request for Proposal Good Food Programming Knowledge Library Lead

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Background Information

<u>Community Food Centres Canada (CFCC)</u> is a registered charity that brings people together to grow, cook, share, and advocate for good food and empowers communities to work toward a healthy and fair food system. CFCC was founded to move beyond the traditional charitable approach to meeting basic food needs by using the power of food to support health and call for broader systemic changes.

Since 2012, CFCC has worked with <u>15 partners across Canada to build strong</u> <u>Community Food Centres (CFC)</u> that bring people together around good food. CFCC is on track to grow its network to 20 CFCs by 2022, including a new flagship headquarters in Toronto. Each CFC is an independently governed organization that enters into an operating agreement with CFCC to adhere to shared principles and offer core programming in the areas of food access, food skills and community advocacy & engagement. The Toronto CFC will be operated by CFCC and is projected to launch in fall 2022.

CFCs are welcoming spaces where people can share a great meal with their neighbors—and get involved in a range of other activities, including cooking, gardening and finding their voice on the issues that affect their community.



As the national organization, CFCC also runs the Good Food Organization network which works with over 300 partners around shared "Good Food Principles" to increase their capacity to offer dignified food programs. CFCC also develops health promotion programs that combine curricula, coaching, impact measurement and funding. Finally, CFCC aims to influence federal policy to ensure that income security and health policies support people living on low incomes, and to engage partners in advocating for progressive change.

CFCC's annual budget is in the \$10M range and the organization is primarily funded by philanthropy. Visit cfccanada.ca for more information.

Statement of Purpose

Community Food Centres Canada is seeking support in the **development of an online learning platform ("The Good Food Programming Knowledge Library")** for facilitators delivering food-focused programming in communities across Canada. The learning platform will support facilitators in building their familiarity with project-specific expectations, increase their capacity and ability to deliver impactful and inclusive programming, expose them to best practice and thought leadership within the field, and help them build capacity and confidence in their role.

Scope of Work

The selected partner will be responsible for supporting CFCC in the initial setup of a predetermined learning platform and leading the design and development of the first five modules. The five modules include:

- Module 1: An anti-oppressive approach to program facilitation (e.g. how to be an accessible presenter; eliminating hierarchical forms of learning)
- Module 2: Enhancing engagement and participation in programming
- Module 3: Democratizing the program space (e.g.intentionally creating a welcoming environment; building trust, rapport and a sense of safety amongst participants)
- Module 4: Customizing program content while meeting shared program objectives
- Module 5: Tip and tricks for engaging participants in program evaluation

It is anticipated that each module will be comprised of original and existing resources, including but not limited to:

- Animated or other short videos,
- Narrated & designed presentations,



- Recorded interviews/lectures (with previous participants/facilitators),
- Knowledge checks, reflection prompts and practical assignments
- Interactive discussion boards

Drawing on best practices in adult education, the learning platform and its various modules will offer:

- **Convenience:** Offer asynchronous learning that facilitators can engage in on their own schedule.
- **Community:** Offer a collaborative, well facilitated environment in which facilitators across the country can access both information and community.
- **Flexibility:** Create opportunities for learning across multiple forms of content video, reading, podcast episodes, etc. as well as multiple methods for reflection on learning quizzes, personal reflection, group reflection, etc.
- Applicability: Curate content that facilitators need but cannot easily find that relates to social food programming and beyond.
- **Joy & Engagement:** Facilitate joyful, non-hierarchical learning experiences that are about learning from experts and from each other.
- **Adaptability:** Offer real time feedback and analytics/evaluation for CFCC staff to adjust and iterate modules as needed.
- Accessibility: Develop content that is in plain, accessible language that facilitators of diverse backgrounds can understand and relate to as well as meeting AODA criteria.
- **Modelling:** Create a learning environment that "walks the talk," modelling the approaches we are offering to facilitators.

Roles and Responsibilities

The Knowledge Library Lead will be responsible for:

- Setting up the initial infrastructure of a predetermined learning platform and offering a one hour tutorial to the CFCC project team to demonstrate its functionality;
- Developing and designing engaging and enjoyable learning pathways for project-specific facilitators in collaboration with CFCC's project team:
- Curating relevant existing resources in collaboration with CFCC's project team;
- Overseeing the production of original content, from concept design and creative brief through to product delivery, with an eye to consistency in brand, tone and messaging;
- Liaising with external vendors to ensure projects are delivered on time and on budget;
- Uploading and organizing content for the first five modules;
- Providing weekly status updates to the CFCC project team



In support of this project CFCC will:

- Assign a dedicated project team to work in collaboration with the contracted project lead;
- Identify the platform for the Knowledge Library (though still under assessment, we are currently exploring the suitability of platforms such as HowSpace and Mighty Networks);
- Manage billing and payment to third party partners (e.g. animation/film studio);
- Provide brand guidelines for the creation of original content and support on ensuring branding is consistent
- Identify the required content for each module.
- Support the creation of original content for the modules.
- Offer ongoing feedback and support through the process.
- Suggest potential vendors to support in content development, in addition to reviewing and vetting candidate recommendations.
- Connect project lead with resources, past program participants, etc. that will support content creation.

Qualifications

We are looking for an individual or collective who possesses:

- Experience and expertise in curriculum development and/or instructional design
- An understanding of adult education learning principles
- Proven ability to work within an Indigenized, decolonial, anti-racist and anti-oppressive framework
- Expertise translating complex concepts into interactive, engaging, fun, accessible and culturally sensitive content
- Experience leading collaborative design processes and a willingness to work closely with CFCC as the project is developed and executed
- Experience with vendor selection and management from videographers to graphic designers to illustrators from project launch to successful completion.
- Comfortability collaborating with creative teams in the design, development and refinement of original products
- Project management skills, as evidenced through successful, on-time/on-budget completion of comparable projects
- Experience working with AODA standards

The following are not required but will be considered assets:

 Previous experience in the food security sector and/or familiarity the delivery of community-based programming



 Ability to develop (shoot, animate, edit) videos and/or competency in Adobe Creative Suite

Term of Contract

The contract is expected to commence in December 2021 and all deliverables should be completed by April 30, 2022.

Contractual Terms and Conditions

This RFP process will be subject to the terms and conditions presented in Appendix A (Standard Independent Contractor Professional Services Agreement template).

Budget

\$15,000 is available to support the work as identified above. Additional budget is available to support the creation of original content.

Proposal Requirements

Applicants will need to provide:

- A brief response (creativity encouraged!) that shares
 - o Your understanding of the project
 - Initial thoughts on what this training platform might look like and how you might make challenging information accessible to multiple learning styles
 - Principles that you intend to apply to the development of the five modules listed above
 - An indication of your experience in managing creative vendors and/or skills in design and video
 - Details on your hourly rate or billing preference for the proposed project
- A CV or resume (if applying as a collective, please include a CV or resume for all parties involved)
- Two to three examples of prior work similar to this project



Please submit proposals by **Friday December 3** to the following email address: meagan@cfccanada.ca

Key Dates:

| RFP issued | Tuesday Nov 16, 2021 |
|--------------------------|----------------------|
| Proposals due | Friday, Dec 3, 2021 |
| Interviews and Selection | Week of Dec 6, 2021 |
| Project kick-off meeting | Dec 15, 2021 |
| Final products delivered | Apr 30, 2021 |

Contact Information

Please direct all inquiries to: meagan@cfccanada.ca



APPENDIX A – Community Food Centres Canada – General Terms and Conditions for the RFP Process

The evaluation and selection process will be subject to the following terms and conditions:

- The submission of a proposal shall not in any manner oblige Community Food Centres Canada (CFCC) to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request.
- 2. All proposals will become the property of CFCC.
- 3. CFCC reserves, in its sole discretion, the right to cancel or suspend this RFP process at any time without any liability to proponents.
- 4. Once all proposals are received they will be considered by CFCC and it is anticipated that a vendor partner(s) will be selected, whom CFCC will then consider a preferred vendor(s). The selection of the vendor(s) will be at the sole discretion of CFCC. CFCC reserves the right to retain more than one vendor for the various products / services contemplated by this Request for Proposal and to retain vendors other than those to whom the Request has been sent.
- 5. Evaluation of vendor submissions will include a weighted scoring of qualitative criteria as outlined in the "Qualifications" section of the RFP document, as well as an evaluation of the financial aspects of the submissions. In the event of a tie score the CFCC evaluation team will consider all available information, both tangible and intangible, and including but not limited to the information contained in the submissions, to arrive at a tiebreaking decision. In the event of a tie, proposals that have been scored higher in the highest ranked criteria will be selected. If there is still a tie, a winning proposal will be selected through consensus vote by the selection team.
- 6. Any vendor submissions that do not meet mandatory criteria will be disqualified.
- For the successful vendor(s), any or all answers and information contained within your proposal shall become part of the final agreement between your company and CFCC.
- 8. Conflict of Interest: By submitting a proposal for this program, the vendor certifies that no known conflict of interest exists between the vendor, CFCC, or any related party with respect to the work described herein.
- Agreement of Non-Disclosure: This document is considered to be proprietary and shall
 not be disclosed to any other party. It is designed, developed and submitted to
 potential partners of CFCC solely for the benefit of CFCC, along with our strategic
 partners.
- 10. Bid Rigging: The respondent certifies that any submitted proposal has been arrived at independently from that of any other bidder. Furthermore, the prices in the proposal have not been knowingly disclosed by CFCC, and will not knowingly be disclosed by the respondent prior to or after the awarding of any preferred relationship, directly or indirectly to any other bidder or competitor.



- 11. Responsibilities: CFCC shall not bear any liability whatsoever regarding any costs or other burdens your company may incur during the preparation, submission, and review of this RFP response.
- 12. Bid Dispute Resolution: The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion; and complies with bid protest or dispute resolution procedures set out in the applicable trade agreements.

Where a vendor wishes to dispute the outcome of a bid, subsequent to a debriefing with the Procurement department, the aggrieved party is to file their bid protest with the CFCC representative for the RFP process within 15 business days of the debriefing meeting. The aggrieved party's filing should include:

- The name and address of the supplier
- Identification of the contract or bid solicitation being protested
- Detailed and factual statement of the grounds for protest
- Supporting documentation
- Desired relief, action or ruling

The CFCC representative will respond to the aggrieved party within 10 business days of receiving the bid protest notice. If a resolution cannot be achieved, the aggrieved party must contact the Chief Financial Officer and copy the CFCC representative within 10 business days of receiving the first response from the CFCC representative. The Chief Financial Officer will respond to the aggrieved party with a final decision within 10 business days of receiving the second bid protest notice.

- 13. Any ensuing agreement(s) with the successful proponent will be subject to the CFCC Standard Contract Terms and Conditions (see Appendix B).
- 14. CFCC reserves the right to engage or maintain vendors outside of the preferred vendor relationship. However, the preferred vendor will be centrally endorsed and supported by CFCC.
- 15. Work proposed to be performed under this RFP or under the vendor's proposal by the vendor or its employees shall not be subcontracted without prior written approval of the CFCC. Acceptance of a vendor's proposal shall include any sub-vendor(s) specified therein.
- 16. CFCC makes no guarantee of future volumes and offers volume information for directional purposes only to assist suppliers with proposal preparation.
- 17. The applicant shall not use the award of a contract as part of any news release or commercial advertising without CFCC's prior written consent.
- 18. It is CFCC's expectation that pricing information submitted by all suppliers shall remain in effect for a minimum of 120 calendar days from the date of the last submission or, in the case of any supplier(s) with whom CFCC wishes to conclude an agreement (if any), until a preferred vendor agreement has been executed.
- 19. Pricing submitted shall be itemized to the greatest detail possible and shall be inclusive of all program services. The basis for program costing and expense management shall be clearly outlined.



- 20. In the interest of a fair and equitable review process, all correspondence regarding contract proposals, terms and conditions of the contract and/or submissions for contract proposals shall be made as instructed within this document. No copies or duplicate submissions shall be made to any other party. At the discretion and request of the CFCC, all submissions and correspondence may be reviewed by other parties who are employed by CFCC or who are contracted as agents of CFCC. It is recommended that all submissions follow the format of this Request for Proposal. This will help serve as a consistent guideline for the review process. If additional services or conditions are being offered by the respondent, they should be duly noted and highlighted. If standards or aspects of service can be proven to exceed those being requested, this too should be duly noted, justified and highlighted.
- 21. All aspects of this RFP must be responded to in all proposal submissions. It may not be necessary to initially comply with each and every aspect and it may be acceptable to indicate that certain aspects or criteria contained in this document are not acceptable to the respondent. If that is the case, however, it must be so indicated in your proposal. It is the right of the respondent to enhance or expand this document if your service exceeds the service being requested. That too, must be indicated in your submissions.



APPENDIX B - Community Food Centres Canada - Standard Contract Terms and Conditions

1. Scope of Agreement

This Agreement sets forth the Terms & Conditions under which Community Food Centres Canada (CFCC) may, from time to time, purchase products and/or services from the Vendor as more fully described in an appending schedule.

2. Non-Exclusivity

This Agreement is non-exclusive and the Vendor acknowledges that CFCC may, in its sole discretion, enter into an Agreement with others, or purchase from others, the same or similar goods and/or services during the term of this Agreement.

3. Request for Services & Deliverables

The purchase of products and/or services herein may be conducted by phone, fax or e-mail from authorized CFCC personnel. The Vendor shall request and record the name, title, telephone number and address of CFCC person or persons requesting products and/or services. The Vendor agrees that all requests for services herein, shall be acknowledged and responded to verbally within 48 hours; and products and/or services delivered and completed no more than nine (9) working days after the initial request for such services.

4. Most Favoured Customer

Vendor warrants that the prices, and other fees charged by Vendor hereunder, shall be at least as low as those charged to the most favoured customer of the Vendor for similar products and/or services of comparable quality and quantity. An officer of the Vendor shall confirm compliance with this section in writing if so requested by CFCC.

5. Invoicing

In all cases the Vendor shall submit invoice(s) in a timely matter, for work deemed complete and satisfactory by CFCC. Each invoice shall include the following information:

- Date of invoice
- Unique invoice number
- Vendor Logo, address and other contact information related to the Vendor
- Value of work performed or supplies delivered
- A detailed breakdown of the goods or services provided
- Provincial taxes if any and Federal taxes if any (where Federal Goods and Services taxes are applied the Registration number of the Vendor must also appear)
- The name and title of the requestor
- Date of request
- Location (with address information)
- CFCC GL account, if applicable
- Reference to this Agreement

The Vendor shall issue the invoice(s) only to CFCC location(s) that ordered the products and/or services unless otherwise directed by CFCC.

6. Terms of Payment



Terms of Payment shall be NET 30 days upon receipt of invoice(s).

7. Confidentiality and Privacy

Each of the parties to this Agreement undertakes and agrees to keep fully confidential all of the terms of this Agreement (including Schedules outlining delivery and payment timelines, provided with the final version of the agreement to the selected Vendor) in addition to any other information of a confidential nature it may obtain access to in relation to the other party's business and agrees not to disclose such information to anyone other than to certain of its employees on a need to know basis only, provided such employees are bound by confidentiality obligations by virtue of their employment with such party. The foregoing obligations of confidentiality shall apply for the duration of the Agreement, including any extension thereof, and shall be binding on the parties thereto, including their successors and assigns. The obligations of confidentiality hereunder do not apply when any term of the Agreement is required to be disclosed pursuant to an order of a court or regulatory authority of competent jurisdiction, provided the party disclosing such information first gives the other party notice of such order or requirement.

If the Vendor gains access to CFCC personal or confidential information, during the term of this Agreement, Vendor agrees to abide by CFCC Privacy Terms regarding the protection and safeguarding of personal information, a copy of which is attached hereto as Appendix "C".

8. Performance Metrics

The Parties agree to meet on a regular basis, but no less than once monthly for the purpose of reviewing issues of mutual interest, and more specifically the performance measures as described in the Scope of Agreement and detailed in the RfP (and as shall be outlined in Schedule "1"). The Vendor agrees to track and report these measures and any significant issues arising between the Parties to CFCC every month and Vendor shall use best efforts to rectify any complaints or significant outstanding issues immediately. Failure to meet such measures may constitute a material breach of Agreement as determined by CFCC.

9. Tracking and Reporting

The Vendor agrees to track and record all data and other financial information that transpires between the parties. All such information shall be provided to CFCC in soft copy (excel format), at the end of the agreement period with the final invoice, or at such other intervals as the parties may determine. The information shall include, but is not necessarily limited to the following

- Cumulative project totals:
 - · Value of products and/or services provided
 - · Description and dates of products and/or services provided
 - · Locations where products and/or services were provided.
 - · Related Purchase Order number and dates.
 - · Item and Total costs
 - · Total Labour (if applicable)
 - · Transaction date



- · Ship to location
- · Invoice number and date (if applicable)

10. Audits and Records

Wherever applicable and upon request, the Vendor must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to CFCC or any of its funders representatives for inspection and audit in respect of this Agreement.

11. Indemnity

The Vendor shall indemnify and save harmless CFCC, its agents, and employees from and against all claims, demands, costs, damages, actions, suits, or losses (including legal fees) whatsoever and howsoever caused with respect to bodily injury or death or property damage, including loss of use, arising out of or in consequence of performance of this Agreement (excluding only acts of negligence or willful misconduct by CFCC, its agents or employees). This Indemnification shall survive the termination of this Agreement.

12. Limitation of Liability

Except as may be provided in clause 11 (Indemnity) above, the Vendor shall not be liable for any indirect, special, incidental, consequential damages or loss of revenue or loss of profits, resulting directly or indirectly in connection with provision of goods and services herein, except for any loss, injury or damage arising directly from the gross negligence or intentional misconduct of the Vendor arising from the provision of products or services herein.

13. Insurance

The Vendor shall pay for and maintain at all times insurance appropriate to the delivery of services outlined in the RfP.

The Vendor shall provide CFCC with confirmation of such insurance in the form of a Certificate of Insurance which shall include a statement confirming that the issuing insurance company will endeavor to mail 30 days written notice to CFCC regarding any cancellation of insurance.

14. Relationship of the Parties

The parties expressly acknowledge that they are independent business entities, and neither an Agency, legal partnership, nor employer-employee relationship is intended or created by this Agreement.

15. Termination

In the event of any delay or minor default caused by the Vendor (as solely determined by CFCC), and such delay or default continues for ten (10) days following written notice to the Vendor by CFCC without resolution satisfactory to CFCC, CFCC may terminate the Agreement forthwith without further liability, damage or cost.

Additionally, the Vendor shall indemnify and reimburse CFCC for all costs, expenses, damages, and losses of any kind including legal fees and expenses and consequential losses arising out of the Vendor's delay or default. Furthermore, CFCC may terminate this Agreement upon the occurrence of any of the following:

- Where CFCC is required to vacate the premise or guit the site of the work;



- Where the Vendor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.

Notwithstanding the above, CFCC may terminate this Agreement without cause, with 30 days advance written notice, without any liability, damage or cost, with the exception of any outstanding invoices for services and/or products already provided.

16. Assignment

The Vendor may not assign this Agreement in whole or in part to any other party without the prior written consent of CFCC.

17. Force Majeure

Neither party hereto shall be liable hereunder for failure to perform in accordance with the terms of this Agreement to the extent that and so long as such failure occurs for a reason beyond the reasonable control of such party, including without limiting the generality of the foregoing, an act of violence, strike, embargo, fire, storm, flood, explosion, riot, war, rebellion, revolution, insurrection, act of God, act of any governmental authority, act of terrorism, or any other occurrence similar or dissimilar to those recited, which is beyond the reasonable control of such party.

18. Survival of Clauses

The following Terms and Conditions and Schedules shall survive the expiration or termination of the Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature: Confidentiality and Privacy (Clause 7), Indemnity (Clause 11), Limitation of Liability (Clause 12), Warranty (Clause 19), Governing Law (Clause 20), Notice (Clause 21), Severability (Clause 22), Waiver (Clause 23), Appendix "C" CFCC Privacy Terms and Conditions.

19. Warranty

If/where applicable, Vendor warrants that the products or equipment provided under this Agreement shall be free from defects in workmanship and materials, under normal use and service and the equipment shall perform and operate during the term of this Agreement, in accordance with the specifications relating to the equipment as published or prepared by the manufacturer of the equipment. Furthermore Vendor shall replace and/or repair all defects reported by CFCC free of charge for the period outlined in the Vendor's warranty agreement.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

21. Notice

Any notice herein contemplated, provided or permitted to be given shall be in writing and shall be effectively given if delivered on or sent by e-mail, addressed to:

- Vendor:

Name Address City, Prov Postal Code Attention: Name



Email: e-mail address

- CFCC:

Community Food Centres Canada 80 Ward Street, Unit 100 Toronto, ON M6H 4A6

Attention: Meagan Dellavilla Email: meagan@cfccanada.ca

or such other address as the Parties may advise from time to time. All such notices shall be deemed to have been received when so delivered or transmitted.

22. Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of law, or in the event the application of this Agreement is terminated by any party for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

23. Waiver

No consent or waiver, express or implied by a party to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act, or failure to act of another party, or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

24. Amendment

This Agreement may not be modified or amended except with the written consent of the Parties hereto.

25. Dispute Resolution

If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

26. Bid Rigging

Vendor certifies that the prices for products and/or services herein, have been arrived at independently of any other bidder. Furthermore, the prices in this Proposal have not been knowingly disclosed by CFCC and will not knowingly be disclosed by the Vendor prior to award, directly or indirectly to any other bidder or competitor.

27. Vendor Conduct

Where appropriate and without limiting the responsibility of the Vendor for conduct of its personnel and the service of the areas to be serviced hereunder, the conduct of the



service personnel is to be guided by the rules and regulations and instructions as may be issued by CFCC to the Vendor from time to time through its designated agent. Vendor is responsible for the direct supervision of its personnel through its designated representative who will, in turn, be available at all reasonable times to report and confer with the designated representatives of CFCC with respect to services rendered. Vendor further agrees that upon request of CFCC it will remove from service hereunder any of its employees who in the opinion of CFCC are guilty of improper conduct or who are not qualified to perform the work assigned to them. The above will solely be determined by CFCC.

28. Ownership of Work Product

All intellectual property rights, including copyrights, relating to any design, trademark or other tangible material in final form that are delivered to CFCC pursuant to this agreement will become the exclusive property of CFCC. Vendor shall not be responsible for alterations made by CFCC to such materials delivered hereunder.

29. Permits and By-Laws

The Vendor shall comply with all laws, ordinance, rules, and regulations bearing upon the conduct of the work, pertaining to or affecting the employees of the Vendor and the Vendor shall indemnify the save harmless CFCC against any violation thereof. The Vendor shall pay for all permits and Certificates required in respect of the work.

30. Taxes

The Vendor shall pay in full any applicable Federal, Provincial or Municipal taxes in force during the progress of the work.

31. Non-Compliance or Default by Vendor

If the Vendor fails to comply with the terms and conditions of this Agreement as determined by CFCC, or is in default in any other manner under this Agreement, CFCC may do such things and incur costs as deemed necessary to correct the Vendor's default, including without limitation the withholding of payment due or accrued due to the Vendor for services rendered pursuant to this Agreement, which monies may be offset by CFCC against any expenses that it may incur in remedying a default as described above.

32. Safety

Recognizing CFCC's commitment to provide a safe and healthy work environment for its employees, the Vendor hereby undertakes to provide all work and services herein in a safe and healthy way in full compliance with the Ontario Workplace Safety & Insurance Board (WSIB) and Ontario's Occupational Health and Safety Act (OHSA) requirements.

33. Environmental

Vendor warrants that it has a written Environmental Policy which is communicated to, and practiced by, its' employees and agents. Vendor also acknowledges that it is aware of and complies with all Municipal, and/or Provincial, and/or Federal regulations and laws, with respect to safe environmental practices, in the conduct of its' business operations.

34. Warranty of Title



If/where applicable, title to all materials and equipment shall be furnished free and clean of all liens, charges or other encumbrances.

35. Time of the Essence

Time shall be of the essence in all respects hereof.