



OPSEU Pension Trust

Fiducie du régime de  
retraite du SEFPO

## **Request for Proposal Audio and Video Solutions Provider**

**Date Issued: September 13, 2017**

**Submission Deadline: September 27, 2017- 5PM EST**

**Contact:** Sorayah Kassim-Lakha,  
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**TABLE OF CONTENTS**

1 Corporate Overview .....	2
1.1 OPTrust’s Mission .....	2
2 Purpose of the Request for Proposal .....	3
3 Initiative Details .....	4
3.1 Requirements .....	4
3.2 Required: Product Information .....	4
Proposal Submission and Review .....	4
3.3 Proposal Content Requirements .....	4
3.4 RFP Timing .....	5
3.5 Selection Criteria .....	5
3.6 Selection and Ranking .....	5
3.7 Respondent’s Understanding of the RFP .....	5
3.8 Questions .....	5
3.9 Fees .....	6
3.10 No Commitment .....	6
3.11 Requirement For The Contract .....	6
3.12 Clarification; No Bid- Repair .....	6
3.13 Verification .....	7
3.14 Reservation .....	7
3.15 Submission Deadline .....	7
4 General Provisions .....	8
4.1 Respondent Agreement to Terms and Conditions of this RFP .....	8
4.2 Rights of OPTrust .....	8
4.3 Confidentiality .....	9
4.4 No Representations, Warranties or Conditions .....	10
4.5 Errors and/or Omissions in the RFP .....	10
4.6 Costs and Expenses .....	10
4.7 Retention of Proposals .....	10
4.8 Language and Governing Law .....	10
4.9 Restrictions on Communications Between Prospective Consultant – No Collusion .....	10
4.10 Disclaimer and Limitation of Liability .....	11
Schedule A : Notice of Intent .....	12
Schedule B: Response to Requirements .....	13
Schedule C: Financial Statements .....	14

## 1 CORPORATE OVERVIEW

With net assets of \$19 billion, OPSEU Pension Plan Trust Fund (“**OPTrust**”) invests and manages one of Canada’s largest pension funds and administers the OPSEU Pension Plan (the “**Plan**”), a defined benefit plan with almost 90,000 members and retirees.

OPTrust was established to give plan members and the Government of Ontario an equal voice in the administration of the Plan and the management of the assets through joint trusteeship. OPTrust is governed by a 10-member Board of Trustees, five of whom are appointed by OPSEU and five by the Government of Ontario.

OPTrust is subject to federal and Ontario laws and regulations governing registered pension plans. As the plan administrator, OPTrust’s role is to prudently invest and manage the Plan’s assets, ensure that members and retirees receive the pension benefits to which they are entitled, and provide them with the finest service and communications.

### 1.1 OPTRUST’S MISSION

Paying pensions today, preserving pensions for tomorrow.

## 2 PURPOSE OF THE REQUEST FOR PROPOSAL

OPTrust is executing this Request for Proposal (“RFP”) to identify a candidate that can offer procurement, planning, installation, setup and professional services (eg. configuration expertise) for audio and video conferencing solutions. The successful candidate will provide support services that are scalable to the requirements of OPTrust.

The purpose of this RFP is to prequalify, select and place a provider on, and establish, a vendor of record list (“**VOR**”) (for a five-year period) for the role of providing Audio and Video Solutions to OPTrust. Contractual arrangements to support work assignments, if any, will be established as work assignments arise.

The provider selected as VOR will report to the Manager, Service and Delivery.

## 3 INITIATIVE DETAILS

### 3.1 REQUIREMENTS

The key requirements for the Audio and Video Solutions provider are as follows but not limited to:

1. Procurement of solution.
2. Supply reliable and well established audio, video and video conferencing solutions.
3. Deliver required programming.
4. Provide hardware solutions.
5. Provide multiple design options and approaches.
6. Provide design documentation and drawings.
7. Provide required training, and support.
8. Availability for off hours installation and support.

### 3.2 REQUIRED: PRODUCT INFORMATION

As part of the response to the RFP, respondents are required to provide a detailed outline of their product offerings and pricing. Vendors are encouraged to provide innovative and creative design options/solutions.

Pricing should include:

1. All technical drawings
2. Full HD video conferencing solution with DSP
3. Speakers
4. Video/web conferencing hardware/software
5. Integration
6. Camera
7. Display (80-90")
8. Integrated touch panels
9. Cable pull
10. Full installation

## PROPOSAL SUBMISSION AND REVIEW

### 3.3 PROPOSAL CONTENT REQUIREMENTS

As part of the proposal, respondents are required to provide the documents listed below.

**Schedule A: Completed Notice of Intent**

**Schedule B: Response to Requirements (refer to Section 3.1,3.2)**

**Schedule C: Financial Statements**

### 3.4 RFP TIMING

The following are the anticipated timing and dates for this RFP; however, OPTrust reserves the right to modify the schedule, or to add or delete steps in the RFP process, in its sole discretion. For those steps in the RFP process that require respondents to deliver a response to OPTrust, these are firm deadlines, unless OPTrust amends this RFP in writing and respondents should submit the required response on or before the deadline set out below. The timing of the response receipt recorded in OPTrust's systems will be final.

Description of Activity	Dates
RFP Issued	September 13, 2017
Completed Notice of Intent Received	September 18, 2017-5PM EST
Due Date for Submitting RFP Responses	September 27, 2017-5PM EST
Notification of Outcome	Week of October 10, 2017

### 3.5 SELECTION CRITERIA

Selection of the successful vendor(s) will be based on, but not limited to, response to Sections 3.1 and 3.2 and to the following criteria:

1. Demonstrated ability and experience to meet requirements outlined in section 3.1.
2. Proven technical expertise in procuring and providing solutions.
3. Demonstrated ability to meet design expectations.
4. Established training, service and support.
5. Cost and value of product listing provided (see section 3.2, 3.9).
6. Financial Statements provided as outlined in Schedule C.
7. Acceptance of OPTrust's contractual terms outlined in Schedule D.

### 3.6 SELECTION AND RANKING

As part of the RFP review process, proposals will be scored on the pre-determined criteria as outlined in, but not limited to Section 3.5.

### 3.7 RESPONDENT'S UNDERSTANDING OF THE RFP

In responding to this RFP, the respondent accepts full responsibility to understand the RFP in its entirety. It is the responsibility of the respondent to ensure that it has obtained necessary consents from all individuals whose personal information is disclosed in the respondent's response. Upon request, the respondent will obtain such other consents from the individuals identified in its response in order to enable OPTrust to check references and make other agreement-related inquiries about such individuals to persons other than the references provided in the respondent's response.

### 3.8 QUESTIONS

Any questions that respondent may have with regards to the RFP must be directed in writing to the OPTrust contact identified in Section 3.15. Answers will be provided in writing. Questions submitted to OPTrust will be treated in confidence. OPTrust may, in its sole discretion, amend or

supplement this RFP by the issuance of a written addendum. No statement, whether oral or written, made by OPTrust or its advisors, employees (whether orally or in writing) shall be deemed or construed to add to, subtract from or otherwise amend this RFP unless issued as a written addendum.

### **3.9 FEES**

All invoices submitted by the selected Audio and Video Solutions provider will be billed to OPTrust in Canadian dollars. All payments by OPTrust will be issued in Canadian dollars. Unless agreed to in the contract, all expenses must be pre-approved in writing by OPTrust. As part of your response to the RFP, to compliment the information provided in Section 3.1, 3.2, please describe in detail your billing rates, practices and policies with respect to fees that would apply if you were engaged to provide the Audio and Video Solutions provider to OPTrust.

### **3.10 NO COMMITMENT**

Other than the respondent's agreement to the terms and conditions of this RFP, the submission of a proposal neither creates a legal binding relationship between OPTrust and the respondents, nor is it intended to create such a relationship. This RFP is not an offer to enter into either a binding contract (often referred to as "contract A") or a contract to carry out the services contemplated herein (often referred to as "contract B"). The award of any contract contemplated by this RFP is subject to the execution by the selected respondent and OPTrust of a definitive services agreement or engagement letter ("Definitive Agreement"). OPTrust reserves the right to modify or supplement the terms and conditions herein or to negotiate different terms and conditions with the selected respondent to reflect changes in its requirements or in the nature of the services procured. OPTrust will not be obligated in any manner to any respondent until a Definitive Agreement has been signed by the respondent and OPTrust, and will have no obligation to enter into a Definitive Agreement with any respondent.

### **3.11 REQUIREMENT FOR THE CONTRACT**

The contract entered into between OPTrust and the selected vendor will have to be acceptable to OPTrust in terms of, without limitation, standard of care, limitation of liability, insurance, confidentiality and other matters.

### **3.12 CLARIFICATION; NO BID- REPAIR**

During the evaluation of responses, OPTrust may elect to contact one or more respondents to seek clarification in respect of the respondent's response. The decision to seek clarification is in the sole discretion of OPTrust. Any clarification provided by a respondent in response to a request for clarification by OPTrust should be in writing and may, in OPTrust's discretion, be treated as part of the respondent's response. Any such responses should be limited to the subject matter of the request and should not otherwise attempt to remedy any deficiencies in, or improve the quality of, the respondent's initial response. OPTrust may elect not to consider any such response, or any part thereof, that fails to comply with the foregoing.

### **3.13 VERIFICATION**

OPTrust reserves the right to verify any statement or claim made by a respondent in its response by whatever means OPTrust determines appropriate, including but not limited to contacting references other than those identified by the respondent. OPTrust may disqualify a respondent that makes any false or misleading statement or claim in or regarding its response or any aspect of this RFP. OPTrust reserves the right to revise the evaluation criteria of a response based on clarifications and verifications sought during the RFP process (including any clarifications or verifications resulting from reference checks, and presentations).

### **3.14 RESERVATION**

OPTrust reserves the right to accept or reject any or all response or any part of a response, and to waive any irregularity or non-compliance in any response, in its sole discretion. OPTrust is under no obligation to ultimately award the engagement contemplated by this RFP to any vendor, including the respondent submitting a response containing the lowest price. Respondents should note that pricing is only one factor and is not determinative; OPTrust reserves the right to select suppliers other than the ones submitting response with the lowest pricing. Regardless of any other provision in the RFP, OPTrust may reject any response which exceeds OPTrust's budget for the services contemplated by this RFP.

### **3.15 SUBMISSION DEADLINE**

One soft-copy of your organization's response to this RFP is to be submitted no later than the deadline on the cover page of this document to:

Sorayah Kassim-Lakha  
Procurement Leader  
OPSEU Pension Plan Trust Fund  
1 Adelaide Street East, Suite 1200  
Toronto, ON  
M5C 3A7  
Email: [slakha@optrust.com](mailto:slakha@optrust.com)  
Tel: 416-681-6396

Respondents and their representatives may not contact individuals employed or engaged by any member of OPTrust, other than the OPTrust contact listed above, concerning matters regarding this RFP. Only information received by the OPTrust contact listed above will be considered in the RFP process. All such communications must be in writing. Any respondent that does not follow these instructions may in OPTrust's sole discretion be disqualified from this process.



## 4 GENERAL PROVISIONS

### 4.1 RESPONDENT AGREEMENT TO TERMS AND CONDITIONS OF THIS RFP

By submitting a proposal, and in consideration of the receipt of this RFP and of the opportunity to submit such proposal, each respondent agrees to be bound by the terms and conditions set forth in this RFP, including but not limited to the terms and conditions set forth in Section 3 (Initiative Details) and this Section 4 (General Provisions). Respondent may not withdraw its proposal once submitted in accordance with Section 3.14. It is the responsibility of each respondent to ensure that its proposal is submitted in accordance with the terms and conditions set forth in this RFP. All decisions made by OPTrust in connection with this RFP are final and binding on all respondents.

### 4.2 RIGHTS OF OPTRUST

OPTrust may, in its sole discretion, exercise any or all of the following rights and options with respect to this RFP:

- (a) OPTrust may reject any proposal in whole or in part; including: (i) rejecting any proposal from respondents that have or have had an unsatisfactory performance review rating or which had contracts with OPTrust which were terminated for default or from respondents that have previously been given a “notification of award” of contract by OPTrust pursuant to another request for proposal and defaulted in proceeding with the work of the contract; and (ii) rejecting a proposal from a respondent with whom an officer or director of that respondent has been an officer or director of a company that has previously received an unsatisfactory performance rating, or has had a OPTrust contract that was terminated for default or has been given a “Notification of Award” of contract by OPTrust pursuant to another request for proposal and defaulted in proceeding with the work of the contract;
- (b) waive any irregularity or non-compliance in any proposal, in its sole discretion;
- (c) cancel or withdraw this RFP with or without the substitution of another Request for Proposals, suspend this RFP, or alter the terms and conditions of this RFP (including, without limitation, extending the times and deadlines referred to herein);
- (d) negotiate any of the provisions of a proposal with a respondent, which negotiations may result in changes to a proposal without entering into similar negotiations with any or all of the other respondents;
- (e) enter into negotiations and subsequently contract with more than one respondent;
- (f) not award any Assignments to any selected VOR or award one or more contracts or Assignments for portions or all of the services to as many selected VOR as it

deems appropriate, including awarding a contract for less services than the specific services contemplated in the selected Supplier's proposal;

- (g) reserve the right to use its own experiences with the respondent in previous contracts to evaluate the respondent's performance and proposal; and
- (h) reserve the right to negotiate its form of services agreement, modify or supplement the terms and conditions or negotiate different terms and conditions with a selected respondent for any reason, including to reflect changes in OPTrust's requirements or in the nature of the services procured.

OPTrust will not be liable for any expenses, costs, losses or damages incurred or suffered by a respondent as a result of any such action taken by OPTrust.

### **4.3 CONFIDENTIALITY**

Neither OPTrust nor the respondent will use, reproduce, disclose, provide access to, transfer or otherwise make available any Confidential Information of the Disclosing Party for any purpose, other than as and to the extent expressly permitted under this RFP or as may be reasonably necessary for the exercise of its respective rights to prepare or review a proposal pursuant to this RFP. The Receiving Party will take all measures required to maintain the confidentiality and security of all Confidential Information received from the Disclosing Party. Each Receiving Party may, where permitted by applicable law, disclose Confidential Information of the Disclosing Party: (a) to the extent required by applicable law (provided that the Receiving Party must first give the Disclosing Party reasonable notice of such compelled disclosure so that the Disclosing Party has an opportunity to take such steps as it desires to challenge or contest such disclosure or seek a protective order); and (b) to its professional advisors, employees, agents and independent contract personnel (including to those professional advisors, employees, agents and independent contract personnel of OPTrust's or the respondent's affiliates), provided in each case, that such person is subject to confidentiality obligations in respect of such Confidential Information that are no less stringent than those contained in this Section. Where "Confidential Information" means any and all information of a party (the "Disclosing Party") that has or will come into the possession or knowledge of the other party (the "Receiving Party") in connection with or as a result of this RFP, excluding information that is: (1) or becomes publicly available other than through an act or omission of the Receiving Party (but only after it becomes publicly available); (2) independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party; or (3) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party (unless and until the Receiving Party has reason to believe that such information is, was or becomes subject to an obligation of confidence of any kind). This RFP, including its attachments, and all other information provided by OPTrust during this RFP process constitutes Confidential Information of OPTrust. OPTrust reserves the right to require respondents to return all copies of OPTrust's Confidential Information, and to permanently and irretrievably delete all electronic copies thereof, at the conclusion of the RFP process. Respondents that decide not to submit a Proposal must return all Confidential Information to OPTrust immediately upon making such decision.

#### **4.4 NO REPRESENTATIONS, WARRANTIES OR CONDITIONS**

While OPTrust has used reasonable efforts to ensure that all information contained in this RFP is complete and accurate, OPTrust provides no representations, warranties or conditions of any kind in connection with this RFP, express or implied. Without limiting the preceding sentence, OPTrust does not represent, warrant or guarantee that the information contained in this RFP is complete or accurate, and assumes no liability for any errors or omissions contained in this RFP.

#### **4.5 ERRORS AND/OR OMISSIONS IN THE RFP**

In the event that a respondent identifies any ambiguity, error, contradiction, or general incorrectness in the RFP document, it will be expected to inform OPTrust in writing, in which event OPTrust will contact all respondents on a best efforts basis to inform them of the deficiency and/or omission. Identification of non-material errors and/or omissions will not constitute an extension to the RFP deadline.

#### **4.6 COSTS AND EXPENSES**

Each respondent will bear all costs and expenses associated with its participation in this RFP process including but not limited to the costs and expenses incurred by it in preparing its proposal, responding to requests for clarification, attending at and participating in a presentation session with OPTrust (if invited), and negotiating a service agreement with OPTrust (whether executed or not). For greater certainty, if OPTrust elects to reject all proposals submitted in connection with this RFP, OPTrust will not be liable to any respondent for any costs, penalties or damages arising therefrom.

#### **4.7 RETENTION OF PROPOSALS**

All proposals submitted in response to this RFP, including all materials included with such proposal, become the property of OPTrust.

#### **4.8 LANGUAGE AND GOVERNING LAW**

Except where otherwise requested, all documents relating to the respondent's proposal and all communications between the respondent and OPTrust will be in the English language. Except where otherwise disclosed, all references to times in this RFP will mean Eastern Standard Time (EST). This RFP and each respondent's proposal will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **4.9 RESTRICTIONS ON COMMUNICATIONS BETWEEN PROSPECTIVE CONSULTANT – NO COLLUSION**

A respondent shall not discuss or communicate, directly or indirectly, with any other respondent, any information whatsoever regarding the preparation of its own proposal or the proposal of other respondents in a fashion that would contravene applicable law. Respondent shall prepare and

submit proposals independently and without any connection, knowledge, comparison of information or arrangements, direct or indirect, with any other respondent. This obligation extends to all team members of a respondent and all of the respondent's and respondent's team members' respective advisors, independent contractors, agents, employees and representatives.

#### **4.10 DISCLAIMER AND LIMITATION OF LIABILITY**

Regardless of any provision to the contrary in this RFP, OPTrust's aggregate liability for any loss or damages to the respondent, due in whole or in part to OPTrust's, its affiliates or their respective directors', officers', employees' or agents' act or omission, in relation to this RFP shall not exceed five thousand Canadian dollars (\$5,000 CAD), and in no event shall OPTrust be responsible for any losses or damages of the respondent, due in whole or in part to OPTrust, its affiliates' or their respective directors', officers', employees' or agents' act or omission in relation to this RFP that are indirect, consequential, special, incidental, or punitive, or for economic loss, loss of revenues, loss of profits, penalties, or fines. The foregoing liability cap and disclaimer shall apply to all claims, including, without limitation, for tort (including negligence), willful misconduct, breach of any statutory or other duty of care, breach of contract and fundamental breach, or any other legal theory, and all acts or omissions, including, without limitation, as a result of OPTrust accepting a non-compliant proposal; accepting a proposal that does not meet one or more mandatory requirements; disqualifying a proposal that meets all of the mandatory requirements; accepting a proposal from an ineligible respondent; failing to accept or disqualifying a compliant proposal; failing to adhere to its stated evaluation criteria; failing to adhere to specifications, planned scope of work, or terms of reference; any evaluation errors; a failure to conduct a fair process; waiving or failing to waive procedural or technical defects, irregularities, exceptions, and omissions in proposals; accepting a late proposal; or failing to accept a proposal submitted on time; refusing to accept a proposal submitted to an incorrect location; accepting a proposal that was submitted to an incorrect location; inability or unavailability to accept the submission of a proposal; or permitting participation of a joint venture, consortium or subcontracting arrangement, or a member thereof in a manner contrary to the terms of this RFP. The respondent confirms that it has had an opportunity to review the RFP documents and obtain legal advice in respect thereto and accepts the allocation of risk set out in this RFP.

**Schedule A : Notice of Intent**

**Name of Organization:**

**Authorized Representative:**

**Title of Authorized Representative:**

**Address:**

**Telephone Number:**

**E-Mail Address of Authorized Representative:**

Please state your intention with regard to the Request for Proposal by selecting one of the following:

I intend to respond to OPTrust's Request for Proposal

I do not intend to respond to OPTrust's Request for Proposal

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Send this form via email to the OPTrust contact identified in section 3.15  
no later than 5PM on September 18, 2017.

## **Schedule B: Response to Requirements**

Please provide your responses to the requirements and information requested in Section 3.1, 3.2.

Describe your relevant experience executing the key requirements identified above. You may include in your response any relevant examples of artifacts you have employed.

## **Schedule C: Financial Statements**

Please provide copies of your most recent audited and interim statements.

## Schedule D: Key Contractual Terms

Please provide responses to OPTrust's key contractual terms (the "**Key Contractual Terms**") on the attached document titled "Schedule D: Key Contractual Terms". In responding to the Key Contractual Terms, please be aware of the following:

- (a) The Key Contractual Terms set out the terms and conditions that OPTrust requires in connection with the procurement of the services described in this RFP. These requirements are the result of detailed discussions among members of OPTrust's technical, business and legal teams. OPTrust reserves the right to negotiate its form of services agreement, modify or supplement these terms and conditions or negotiate different terms and conditions with a selected respondent for any reason, including to reflect changes in OPTrust's requirements or in the nature of the services procured.
- (b) The Key Contractual Terms will be reflected in a services agreement to be negotiated by the parties. To the extent that respondent has already entered into one or more pre-existing agreements with OPTrust, OPTrust reserves the right to use such agreement to procure the services described in this RFP, to amend such agreement or to enter into a new agreement for the procurement of services described in this RFP.
- (c) For each of the requirements set forth in the column entitled "Key Contractual Terms" in the separately attached document, the respondent must respond in the manner set forth below:
  - (i) Under the corresponding column entitled "Response Category", the respondent must insert either the letter "A" or the letter "B", where:

"A" means that the respondent agrees in full to comply with the corresponding requirement; and  
"B" means that the respondent does not agree to comply in full with the corresponding requirement.
  - (ii) If the respondent responds with a "B" in the Response Category column, the respondent must also complete the corresponding column entitled "Detailed Position for Category B Responses" with clearly articulated positions stating all of the following:
    - (A) the elements of the requirement with which the respondent agrees and the elements with which it does not agree;
    - (B) for each element with which the respondent does not agree, an explanation of the reason that it does not agree (e.g. the particular business or legal risk concern that it has); and
    - (C) for each element with which the respondent does not agree, a proposed compromise position that the respondent believes addresses its stated concern while still meeting OPTrust's needs.



- (iii) Vague responses such as “agree in principle”, without specifically identifying those elements with which the respondent does not agree, are not acceptable, and any proposals containing such responses may be deemed to constitute a non-compliant proposal and will be subject to rejection of the proposal at the discretion of OPTrust, after which time the respondent’s proposal will be returned and not considered further. If the respondent is of the view that it is unable to fully assess the risk associated with a key term or condition set forth in the table below without further information or without understanding elements of the services agreement that have not yet been provided or agreed to, then the respondent should indicate this constraint in its response and specifically identify the additional information or terms that it believes it requires in order to respond.
  - (iv) the respondent’s positions should be stated in the form of drafted language and changes to the applicable provisions of the Key Contractual Terms; draft notes that do not clearly articulate the respondent’s position, such as “TBD”, are not acceptable;
  - (v) all responses to the Key Contractual Terms must be complete and reflect a position that has been escalated to the extent required to obtain the full approval and support of the respondent’s organization; and
  - (vi) the terms of any existing agreements between OPTrust and the respondent are not relevant for purposes of the respondent’s response to the Key Contractual Terms; notwithstanding, OPTrust expects that respondent’s response will at a minimum meet the same level of care and obligation as set out in respondent’s pre-existing agreements with OPTrust; the insertion of excerpts of language from any such existing agreements, or the insertion of significant portions of the respondent’s standard form contract in lieu of drafted responses to the provisions of the Key Contractual Terms may be considered non-responsive.
- (d) The nature and extent of the changes made in a respondent’s response to the Key Contractual Terms may be a significant factor in OPTrust’s selection process, and each respondent is strongly encouraged to deliver a fully-considered response with as few changes as possible that reflects its best and final position rather than merely a starting point for negotiation.

**SCHEDULE D: KEY CONTRACTUAL TERMS**

For the purposes of this RFP, references in the attached Key Contractual Terms to “Client” means OPTrust, references to “Supplier” means respondent, references to “Services” means the services contracted pursuant to this RFP and “Service Agreement” or “Agreement” means the service agreement between OPTrust and the respondent for the contracted services

<b>Key Contractual Terms</b>	<b>Response Category (A or B)</b>	<b>Detailed Position for Category B Responses</b>
<p><b>1. Confidentiality</b> – The Service Agreement will include a standard covenant by each party not to disclose, copy or use any confidential information or data of the other party (including personal information) except as required in connection with the Service Agreement, as well as other customary provisions intended to safeguard the integrity and security of the data. The covenant will apply during the currency of and after the termination of the Service Agreement and will not expire after a specific period. The Service Agreement will provide that each party may disclose confidential information of the other party if required by applicable law, provided that it first provides notice to the disclosing party (to the extent it is permitted by applicable law to do so) and affords the disclosing party an opportunity to oppose the disclosure. OPTrust will be entitled to disclose confidential information of Supplier, including reports prepared by the Supplier, without Supplier’s consent in certain circumstances including the following (and upon entering into a confidentiality agreement with such service providers):</p>		
<ul style="list-style-type: none"> <li>• to its other service providers as required for purposes relating to the receipt by OPTrust of the Services and the performance by such other service providers of services to OPTrust.</li> </ul>		
<p><b>2. Personal Information</b> – In addition to the confidentiality provisions, if Supplier expects to Handle any OPTrust personal information in the course of providing the Services, Supplier will: (1) include the privacy requirements set forth in Exhibit A in the Agreement; (2) Handle such OPTrust personal information in accordance with, and will perform its obligations under the Agreement in a manner that will enable OPTrust to comply with privacy laws; (3) immediately notify OPTrust of such Handling by telephone; and (4) comply with OPTrust’s directions as to the further Handling of such personal information.</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>Where “Handle” means to access, receive, collect, use, store, process, record, disclose, transfer, retain, dispose of, destroy, manage or otherwise handle. <b>[Note to Supplier: Supplier must provide OPTrust with a copy of its privacy policy as part of its response to this RFP and OPTrust will provide additional privacy terms, in the event Supplier confirms that it will Handle Personal information in the course of performing Services.]</b></p>		
<p><b>3. Access to OPTrust Data</b> – The Service Agreement will provide that Supplier will deliver to OPTrust all information and data (including personal information) in whatever form specified by OPTrust, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Service Agreement upon completion or termination thereof, or at such earlier time as OPTrust may request.</p> <p>The location of the Supplier’s secure data facility and back-up facility will be specified in the Service Agreement. Supplier will not handle any OPTrust data outside Canada without the prior approval of OPTrust. If Supplier changes any of the data locations, operators, or adds new customer data locations, it will provide OPTrust with at least 1 year prior written notice of such change and the effective date of such change in location. Following receipt of such notice, OPTrust may terminate the Service Agreement in addition to all other rights and remedies available to it, and Supplier will refund a pro-rated amount of pre-paid and unearned fees paid by OPTrust for such Services.</p>		
<p><b>4. Information Security</b> – The Service Agreement will include the security requirements set forth in Exhibit B relating to the protection of OPTrust information relating to the Services, which will include specific security standards applicable to <b>[Note to Supplier: Supplier must provide a copy of its Information Security Policy to OPTrust as part of its response to this RFP.]</b>:</p>		
<ul style="list-style-type: none"> <li>• the handling and protection of confidential information and personal information always</li> </ul>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>during the information lifecycle, including while at rest and in transit;</p>		
<ul style="list-style-type: none"> <li>the return and destruction of confidential information and personal information when no longer required to perform the Services or when requested by OPTrust, including upon the termination or expiration of the Service Agreement; and</li> </ul>		
<ul style="list-style-type: none"> <li>restrictions on removing or storing OPTrust information outside of OPTrust systems without OPTrust’s prior written approval, which approval may include additional requirements to protect the security of such information.</li> </ul>		
<p><b>5. Business Continuity and Disaster Recovery</b> – The Service Agreement will require that, as part of the Services, Supplier must procure, provision, implement and maintain the necessary back-up and disaster recovery infrastructure, including sufficient redundancy and failover capability, to ensure that Supplier is able to continue to provide all Services in accordance with the specifications and service level standards and otherwise in accordance with the terms of the Service Agreement, including in the event of a disaster.</p> <p>The Service Agreement will provide that as part of the Services, Supplier will develop, maintain, update, and test a disaster recovery plan acceptable to OPTrust.</p>		
<p><b>6. Audit</b> – (1) Upon reasonable prior notice, OPTrust may audit and inspect Supplier’s personnel and all information of Supplier, any Supplier affiliate or Supplier subcontractor relating to the Services located anywhere, in order to verify: (a) compliance with the terms of the Service Agreement; (b) compliance with applicable law; (c) the systems used, and practices and procedures followed, in providing the Services (including, without limitation, any use of shared systems); and (d) the security and integrity of the OPTrust data, deliverables, and all other hardware, software, systems, content and facilities used to provide the Services. (2) Supplier will co-operate with and provide to OPTrust such reasonable assistance as it requires to exercise its audit rights. Supplier will provide to OPTrust access to all Supplier personnel, information or other materials as are</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>reasonably necessary to enable OPTrust to exercise its audit rights. (3) If any testing, certification or audit reveals any error, deficiency or other failure to perform on the part of Supplier (including any overpayment of Fees by OPTrust), Supplier will as soon as reasonably possible take corrective actions to remedy such error, deficiency or failure and notify OPTrust when such remedial action has been completed. OPTrust will be entitled, in its discretion, to conduct a follow-up audit to confirm that Supplier’s remediation obligations set out in this subsection have been fulfilled.</p>		
<p><b>7. Termination by OPTrust</b> – The Service Agreement will require, at a minimum, the following termination rights on the part of OPTrust:</p> <ul style="list-style-type: none"> <li>• if an insolvency event occurs in respect of Supplier or any guarantor of Supplier;</li> <li>• if Supplier commits a material breach of an obligation set forth in the Service Agreement that remains uncured for 30 days;</li> <li>• if Supplier commits a material breach of an obligation set forth in the Service Agreement that is incapable of being cured;</li> <li>• if Supplier fails to achieve service level standards to specified extents, based on the importance of and magnitude of impact from such service level standard failures on OPTrust;</li> <li>• if any other termination trigger set forth in the service level standards occurs; or</li> <li>• if there is a change of control of Supplier.</li> </ul> <p>No termination fees or other compensation will be paid by OPTrust to Supplier if OPTrust exercises any of the termination rights set forth above.</p>		
<p><b>8. Termination for Convenience by OPTrust</b> – The Service Agreement will require that OPTrust has the right to terminate the Service Agreement or any statement of work for convenience upon 30 days’ prior written notice (at which point, for greater certainty, the termination assistance provisions set forth below will apply). OPTrust will only be responsible for payment of fees up to the date of termination. No early termination fees will be payable.</p>		
<p><b>9. Termination Assistance</b> – The Service Agreement will require that as part of the Services, Supplier will</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>provide termination assistance to OPTrust in the event of termination of the Service Agreement regardless of the reason for termination. Without limiting the generality of the foregoing, during the transition assistance Period: (a) Supplier will perform the Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and cost- effectiveness as it provided and was required to provide the same or similar Services prior to the Transition Assistance Period; and (b) Supplier will continue to provide the Services (and any replacements thereof or substitutions therefor), unless OPTrust explicitly requests the discontinuation of such Services during the Transition Assistance Period.</p>		
<p>Supplier will provide termination assistance to OPTrust commencing when requested by OPTrust. Supplier will continue to provide the Services and provide transition assistance services following the termination or expiration of the Service Agreement until OPTrust has completed the transition of the Services to itself or to another service provider. During this time, unless otherwise directed by OPTrust, Supplier will continue to perform the Services and other obligations and achieve the service level standards (and OPTrust will pay for such Services at the rates set out in the Service Agreement) until such Services are wound down or transitioned as aforesaid.</p>		
<p><b>10. Milestones, Service Level Standards and Incident Management</b> – The Service Agreement will provide that Supplier will perform all milestones with respect to implementation services in accordance with deadline dates for each such milestone and will comply with and report on the service level standards set forth in the Service Agreement. It is expected that the Service Agreement will include service level standards that are relevant to the needs of OPTrust, and that the service level standards. For each service level standards, the Service Agreement will specify whether the service level standards is a “key service level standard” which, if not met, will give rise to a termination right on the part of OPTrust.</p> <p>In addition to the service level standards that must be met by the Supplier as measured on a periodic basis, the</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>Service Agreement will include an incident management process that the Supplier must follow when individual incidents occur. The incident management process will apply to all severity levels of incidents, and will include a separate process relating to security incidents. The incident management process will include committed time frames to identify, respond to, report on and resolve incidents for each category of severity level, and will require the Supplier to promptly identify the root causes of and remedy the underlying problem that caused each incident.</p>		
<p><b>11. <u>Missed Milestone and Service Level Remedies</u></b> – For each service level standard and milestone, the Service Agreement will specify whether, and to what extent, a service level or missed milestone remedy will be payable for a failure to meet the milestone deadline date or service level standard in the applicable measurement period. Each remedy will be reflective of the impact of the failure to meet the applicable milestone or service level standard on OPTrust. Milestone and service level remedies will not be OPTrust’s sole remedy in respect of a missed milestone or service level standard failure, but OPTrust will not be entitled to duplicative compensation for damages to the extent already compensated through a milestone or service level remedy.</p>		
<p><b>12. Warranties</b> – The Service Agreement will include industry standard warranties relating to Supplier, its personnel, and the performance of the Services. Without limiting the foregoing, these warranties will include the following:</p>		
<ul style="list-style-type: none"> <li>• that the Services will be performed with due care, skill and diligence in accordance with best industry practice and in compliance with applicable law;</li> </ul>		
<ul style="list-style-type: none"> <li>• that the personnel providing the Services will possess the requisite professional certifications and accreditations to perform the Services;</li> </ul>		
<ul style="list-style-type: none"> <li>• that the Supplier possesses the requisite professional certifications and accreditations to provide the Services and remains in good standing with its professional regulatory bodies;</li> </ul>		
<ul style="list-style-type: none"> <li>• that it has the full power and authority to execute, deliver and perform the Service Agreement and</li> </ul>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>that the execution, delivery and performance of the Service Agreement does not and will not result in the violation of any applicable laws or conflict in any material respect with or constitute a material breach under any document, agreement, license or other writing by which it is bound; and</p>		
<ul style="list-style-type: none"> <li>that the performance by Supplier of the Services does not violate or infringe the intellectual property rights of any third party.</li> </ul>		
<p><b>13. Infringement Indemnity and Continued Use</b> – The Service Agreement will require that Supplier will defend, indemnify and hold OPTrust and its affiliates and their respective officers, directors, trustees, sponsors and shareholders (“OPTrust Indemnitees”) harmless from and against any intellectual property infringement claims arising out of the use of any Services, materials or deliverables supplied by Supplier or its subcontractors.</p> <p>The Service Agreement will further require that in addition to the indemnity, if any use of intellectual property may be enjoined, Supplier must, at its expense, procure for itself, OPTrust the right to continue using such intellectual property, or modify or replace infringing items in a satisfactory manner.</p>		
<p><b>14. General Indemnity</b> – The Service Agreement will require that Supplier will defend, indemnify and hold OPTrust Indemnitees harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or related to, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>any breach of the Service Agreement;</li> <li>any personal injury (including sickness and death) resulting from any act or omission of Supplier, Supplier’s employees, agents, subcontractors of any tier or any other person for whom Supplier is responsible at law;</li> <li>any loss of or damage to property (tangible or intangible) resulting from any act or omission of any tier or any other person for whom Supplier is responsible at law; or</li> <li>the wilful misconduct or negligent acts or omissions of Supplier, Supplier’s employees,</li> </ul>		



Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>agents, subcontractors of any tier or any other person for whom Supplier is responsible at law.</p>		
<p><b>15. Dollar Cap on Direct Damages</b> - The Service Agreement will include a dollar cap on direct damages for each of OPTrust and the Supplier, to be negotiated as part of the Service Agreement. The dollar cap on direct damages will not apply to the categories of damages set forth in Section 17 below.</p>		
<p><b>16. Consequential Damages</b> - The Service Agreement will contain a mutual disclaimer of indirect, special, punitive and consequential damages. The exclusion will not include a pre-agreed disclaimer of damages for loss of data, loss of profit, loss of revenue, reputational loss or failure to realize expected savings. The category caps on direct damages will not apply to the categories of damages set forth in Section 17 below.</p>		
<p><b>17. Exclusions from Limitations of Liability</b> – To the extent that there are any exclusions of liability, such exclusions will not apply to:</p> <ul style="list-style-type: none"> <li>• in the case of OPTrust: <ul style="list-style-type: none"> <li>○ fees payable by OPTrust to Supplier;</li> </ul> </li> <li>• in the case of Supplier: <ul style="list-style-type: none"> <li>○ the general indemnities;</li> <li>○ the indemnity and continued use obligations;</li> <li>○ any breach of any confidentiality, privacy, or security provisions of the Service Agreement; or</li> <li>○ any wilful cessation, suspension or withholding by Supplier of all or any material part of the Services.</li> </ul> </li> </ul>		
<p><b>18. Subcontracting</b> – The Service Agreement will require that Supplier will not engage certain categories of subcontractors, to be specified in the Service Agreement (i.e. those handling OPTrust data), to perform certain obligations without the prior written approval by OPTrust of the subcontractor entity and the form of the proposed subcontract. For all other categories of subcontractor, Supplier will be required to provide notice and details regarding the subcontracting required by OPTrust.</p> <p>The Service Agreement will require that any breach by Supplier’s subcontractors or other representatives will be</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
deemed a breach by Supplier. Any subcontracts with approved subcontractors will include any provisions that OPTrust requires to be passed through to the subcontractors. The Service Agreement will further require that if any subcontractor commits any act or omission relating to the Service Agreement, OPTrust will be entitled to require Supplier to terminate such subcontractor. OPTrust will not be responsible for any costs incurred by Supplier because of any such termination.		
<b>19. Personnel</b> – The Services Agreement will include provisions relating to personnel training and screening for all personnel who will directly provide Services to OPTrust.		
<b>20. Insurance</b> – Supplier will comply with the insurance terms set forth in Exhibit C.		
<b>21. Governing Law</b> – The Service Agreement will be governed by Ontario law and the federal laws of Canada applicable therein. The parties will be required to attorn to the exclusive jurisdiction of the courts of the Province of Ontario.		

**EXHIBIT A  
PRIVACY REQUIREMENTS**

<b>Key Contractual Terms</b>	<b>Response Category (A or B)</b>	<b>Detailed Position for Category B Responses</b>
Supplier represents, warrants and covenants as follows:		
<b>(i) Authority to Handle OPTrust Personal Information</b>		
(A) Supplier will handle any OPTrust personal information only for the purpose of rendering the Services in accordance with the Agreement and as otherwise instructed by OPTrust in writing, and not Handle any OPTrust personal information in any other manner or for any other purpose without the prior written consent of OPTrust .		
<b>(ii) Disclosure of and Access to OPTrust Personal Information</b>		
(A) Supplier and Supplier personnel will not disclose in any manner any OPTrust personal information to any third party without OPTrust’s prior written consent.		
(B) Supplier will limit access to OPTrust personal information to its Supplier personnel who have a need for access to the OPTrust personal information solely for the purposes of Supplier rendering the Services under the Services Agreement.		
(C) Supplier will not share, transfer, disclose or otherwise provide access to any OPTrust personal information to any third party, or contract any of its rights or obligations concerning OPTrust personal Information, unless OPTrust has authorized Supplier to do so in writing. Where Supplier, with the written consent of OPTrust, provides access to OPTrust personal information to a third party or contracts such rights or obligations, Supplier will enter into a written agreement with each contractor or third party that imposes obligations on the contractor or third party that are substantially similar to those imposed on Supplier under the Services Agreement. Supplier will only retain contractors that Supplier can reasonably expect to appropriately protect the privacy, confidentiality		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
and security of the OPTrust personal information.		
(D) Supplier will notify OPTrust immediately in writing of any: (1) inquiry received from an individual relating to, among other things, the individual’s right to access, modify or correct OPTrust personal Information; (2) complaint received by Supplier relating to the Handling of OPTrust Personal Information; and (3) order, demand, warrant or any other document purporting to compel the production of OPTrust personal information. OPTrust will have the right to respond to and defend any such action in lieu of and on behalf of Supplier. Supplier will reasonably cooperate with and follow instructions provided by OPTrust in such response or defense.		
<b>(iii) Compliance with Privacy and Information Security Requirements</b>		
(A) Supplier will comply with: (1) all privacy laws; (2) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (3) any applicable written instructions provided by OPTrust relating in any way to the privacy, confidentiality and security of OPTrust personal information or applicable privacy policies, statements or notices that are provided to Supplier in writing (collectively, “ <b>Privacy and Security Laws</b> ”).		
<b>(iv) Personal Information Safeguards</b>		
(A) Supplier will develop, maintain, implement and ensure ongoing compliance with a comprehensive written information privacy and security program that includes policies and procedures, risk management, monitoring, backup, disaster recovery and audit processes as necessary to comply with the Services Agreement and applicable Privacy and Security Laws. Supplier’s information privacy and security program will include all necessary administrative, technical, physical, organizational and operational safeguards and other measures appropriate to the sensitivity of		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>the OPTrust personal information in its custody and designed to: (1) ensure the security and confidentiality of OPTrust personal Information; (2) protect against any anticipated threats or hazards to the security and integrity of OPTrust personal Information; and (3) protect against any actual or suspected loss, theft or other unauthorized Handling of any OPTrust personal information.</p>		
<p>(B) Supplier will immediately inform OPTrust in writing of any Security Breach involving OPTrust Personal Information, but in no case longer than 24 hours after it becomes aware of or suspects the Security Breach. Such notice will summarize in reasonable detail the effect on OPTrust , if known, of the Security Breach and the corrective action taken or to be taken by Supplier. Supplier will promptly take all necessary and advisable corrective actions, and will cooperate fully with OPTrust in all reasonable and lawful efforts to prevent, mitigate, rectify or remediate such Security Breach. The content of any filings, communications, notices, press releases or reports related to any Security Breach involving OPTrust personal information must be approved in writing by OPTrust prior to any publication or communication thereof. Where “Security Breach” means any suspected or actual breach of confidentiality, privacy or security obligations including any actual or suspected loss, theft or other unauthorized Handling of any personal information.</p>		
<p>(C) Except as otherwise agreed to in writing by OPTrust, Supplier will maintain and Handle OPTrust personal information in Canada.</p>		
<p>(D) Supplier will securely and physically segregate OPTrust personal information from any other personal information owned or managed by Supplier or other third parties in the course of providing the Services hereunder. Supplier will implement any necessary access barriers, password authorization procedures and other</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>access controls and monitoring in connection therewith.</p>		
<p>(E) Supplier will require Supplier personnel with access to OPTrust personal information to agree, in writing, to protect the confidentiality and security of OPTrust personal information in accordance with the terms of the Services Agreement.</p>		
<p>(F) Supplier will exercise the necessary and appropriate supervision over its relevant Supplier personnel to maintain appropriate privacy, confidentiality and security of OPTrust personal information. Supplier will provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in the Services Agreement to relevant Supplier personnel with access to OPTrust Personal Information.</p>		
<p>(G) Promptly upon the expiration or earlier termination of the Services Agreement, or such earlier time as OPTrust requests, Supplier will return to OPTrust or its designee, or at OPTrust’s request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to OPTrust (which decision will be based solely on OPTrust’s written statement), each and every original and copy in every media of all OPTrust personal information in Supplier’s possession, custody or control. Promptly following any return or alternate action, Supplier will provide to OPTrust a completed certificate certifying that such return or alternate action occurred. In the event applicable law does not permit Supplier to comply with the delivery or destruction of the OPTrust Personal Information, Supplier warrants that it will ensure the confidentiality of the OPTrust personal information and that it will not use or disclose any OPTrust personal information after termination of the Services Agreement.</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<b>(v) Right to Monitor and Site Visit(s)</b>		
(A) OPTrust will have the right to monitor Supplier's compliance with the terms of the Services Agreement. OPTrust or its authorized representatives may inspect Supplier's facilities and equipment, and any information or materials in Supplier's possession, custody or control, relating in any way to Supplier's obligations under the Services Agreement. Supplier will cooperate fully with any such inspection initiated by OPTrust. In the event any such audit, inspection or examination reveals that Supplier is non-compliant with its obligations, Supplier will promptly bring itself into compliance and pay reasonable costs associated with the audit, inspection or examination.		
(B) Supplier will deal promptly and appropriately with any inquiries from OPTrust relating to the Handling of OPTrust personal information subject to the Services Agreement.		
<b>(vi) Injunctive Relief</b>		
(A) Supplier agrees that any Handling of personal information in violation of the Services Agreement, OPTrust's instructions or any applicable Privacy Law, or any Security Breach, may cause immediate and irreparable harm to OPTrust for which monetary damages may not constitute an adequate remedy. Therefore, Supplier agrees that OPTrust may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages.		
(B) Supplier's obligations under this Exhibit will survive the termination of the Services Agreement and the completion of all Services subject thereto.		
(C) In the event a law, or legal requirement, or privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Supplier's ability to fulfill its obligations under the Services Agreement,		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
Supplier will promptly notify OPTrust in writing and OPTrust may, in its sole discretion and without penalty of any kind to OPTrust, suspend the transfer or disclosure of OPTrust personal information to Supplier or access to personal information by Supplier, terminate any further Handling of personal information by Supplier, and terminate the Agreement.		

**EXHIBIT B**  
**SECURITY AND BUSINESS CONTINUITY REQUIREMENTS**

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
1. Supplier will maintain, enforce, review and update internal security and back-up processes and procedures sufficient to ensure compliance by Supplier with the applicable policies of OPTrust and to protect OPTrust property and all other confidential information of OPTrust for which Supplier is responsible under the Agreement.		
2. Supplier will take all steps required to update and maintain its security and back-up processes and procedures, its hardware, software, systems, facilities and Services, so that they are, at all times throughout the term of the Service Agreement, consistent with industry accepted best practices. Without limiting the foregoing, Supplier will protect all confidential information of OPTrust with security measures appropriate to the sensitivity of the confidential information while preserving its integrity and availability as required to perform the Services.		
3. Without derogating from any other remedies which OPTrust may have, Supplier will remediate and be responsible for any failure or damage caused by any disabling code introduced as a result of Supplier's failure to comply with Sections 1 or 2 (including the replacement of any protection tools as required to avoid a recurrence of such failure or damage and the replacement or		



Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
restoration of lost or damaged OPTrust property).		
4. OPTrust may, from time to time, request and Supplier will promptly, without charge: (a) provide necessary information describing the security measures used by Supplier to protect confidential information; and (b) provide additional security-related information as requested by the OPTrust.		
5. In addition to the requirements relating to the handling or storage of confidential information set out elsewhere in the Agreement, Supplier will keep all confidential information of OPTrust that is stored by Supplier in tangible form physically segregated from other tangible forms of information and will keep all confidential information of OPTrust that is stored by Supplier in electronic form logically segregated from any other information of Supplier or Supplier’s other customers.		
6. Upon the occurrence of any actual or suspected Security Breach, Supplier will:		
<ul style="list-style-type: none"> <li>• notify the OPTrust in writing immediately, but in no case, longer than 24 hours after it becomes aware of or suspects a Security Breach;</li> </ul>		
<ul style="list-style-type: none"> <li>• take all steps necessary to enforce against any third party that is or may be engaging in such unauthorized handling any rights that Supplier must require such person to comply with any obligation of confidence to Supplier and to cease such unauthorized activities;</li> </ul>		
<ul style="list-style-type: none"> <li>• do all things, execute all documents and give all assistance reasonably required by OPTrust to enable OPTrust to enforce against any person that is or may be engaging in such unauthorized handling any rights that OPTrust must require such person to comply with any obligation of confidence to the OPTrust and to cease such unauthorized activities; and</li> </ul>		
<ul style="list-style-type: none"> <li>• if the Security Breach involves OPTrust personal information, take any additional steps set out any additional privacy requirements provided by OPTrust from time to time.</li> </ul>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p><b>7. Business Continuity Planning, Service Continuity Management and Disaster Recovery</b></p>		
<p>(a) At Supplier’s cost and expense, Supplier will maintain a business continuity plan that meets the minimum business continuity and disaster recovery requirements aligned to industry standards (e.g., ISO 22301) commensurate to Supplier’s size and complexity.</p>		
<p>(b) Supplier will ensure that all applicable Supplier subcontractors have an appropriate and regularly reviewed and tested business continuity plan in place, and that each Supplier subcontractor can and will meet or exceed the industry standards to the extent it is applicable to such Supplier subcontractor.</p>		
<p>(c) Upon request, but in any event, not less than once per calendar year, Supplier will provide OPTrust with a copy of relevant portions of its business continuity plan, which will, at a minimum, include the following:</p>		
<ul style="list-style-type: none"> <li>• a description of the processes and procedures for how Supplier and OPTrust will contact each other in the event of an emergency, along with the name and contact information of a primary and secondary contact within Supplier’s organization who will be responsible for contacting and assisting OPTrust in the event of an emergency and who will be available on a 24-hour basis;</li> </ul>		
<ul style="list-style-type: none"> <li>• a description of Supplier’s operations and business continuity plans (including where such plans can be found) for each site where Supplier performs the Services and, if applicable, how such operations and business continuity plans differ between such sites; and</li> </ul>		
<ul style="list-style-type: none"> <li>• a description of Supplier’s organizational hierarchy along with the name and contact information of an individual at each level of the hierarchy responsible for ensuring business continuity of the Services.</li> </ul>		
<p>(d) Not less than once per calendar year, Supplier will conduct the testing of its business continuity plan as follows:</p>		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<ul style="list-style-type: none"> <li>Supplier will provide OPTrust with at least 90 days' prior written notice of any testing of its business continuity plan along with a copy of the relevant portions of such plan;</li> </ul>		
<ul style="list-style-type: none"> <li>Supplier will permit OPTrust to participate in or observe the testing of its business continuity plan;</li> </ul>		
<ul style="list-style-type: none"> <li>Supplier will deliver to OPTrust the results of the testing of its business continuity plan in writing promptly, and in all cases, no later than 30 days following the completion of such tests; and</li> </ul>		
<ul style="list-style-type: none"> <li>if Supplier fails any of the testing described in this Section 7(d), Supplier will promptly fix the cause of such failure and OPTrust will thereafter be entitled to require Supplier to conduct further tests to demonstrate to OPTrust that the cause of such failure has been remedied.</li> </ul>		
<p>8. In order to support OPTrust's crisis management program, Supplier will have, within 4 weeks from commencement of the contract, documented arrangements that meet good practice guidelines, to effectively protect OPTrust from the consequences of a business interruption (or series of interruptions). Such arrangements must fully integrate with OPTrust's crisis management program and include plans for restoring and maintaining the delivery of the goods, services and/or related work which is the subject of the contract and for maintaining communication with OPTrust.</p>		
<p>9. OPTrust reserves the right to engage an independent party to perform a security procedures and/or business continuity capability review to ensure there are clearly documented processes and accountability for identifying, reporting, investigating and escalating incidents. This review would ensure that Supplier's escalation and notification processes meet expectations, current industry security standards and regulatory requirements.</p>		
<p>10. Supplier will promptly implement any courses of action, programs, policies, controls, plans</p>		

<b>Key Contractual Terms</b>	<b>Response Category (A or B)</b>	<b>Detailed Position for Category B Responses</b>
(including business continuity plans) or modifications thereto that Supplier determines to be necessary to comply with Sections 1 through 9, or as otherwise requested by OPTrust.		
11. Supplier will inform and communicate with OPTrust in a thorough and timely manner regarding any event that may jeopardize the continuity of the Services.		

**EXHIBIT C  
INSURANCE**

<b>Key Contractual Terms</b>	<b>Response Category (A or B)</b>	<b>Detailed Position for Category B Responses</b>
1. Supplier will have and maintain in force, and will provide certificates of insurance evidencing:		
(a) Professional Liability Insurance in the amount of \$5,000,000, covering actual or alleged acts, errors or omissions committed by the Supplier, Supplier subcontractors or their respective agents or employees, arising out of the performance of the Service Agreement. The policy coverage will also extend to include personal injury, bodily injury and property damage from the performance of professional service or arising out of the program.		

Key Contractual Terms	Response Category (A or B)	Detailed Position for Category B Responses
<p>(b) Computer Security and Privacy Liability in the amount of \$5,000,000 covering actual or alleged acts, errors or omissions committed by Supplier, Supplier subcontractors or their respective agents or employees. The policy will also extend to include the intentional, fraudulent or criminal acts of Supplier, Supplier’s subcontractors or their respective agents or employees. The policy will expressly provide, but not be limited to, coverage for the following perils:</p> <ul style="list-style-type: none"> <li>- unauthorized use/access of a computer system;</li> <li>- defense of any regulatory action involving a breach of privacy;</li> <li>- failure to protect confidential information (personal and commercial information) from disclosure; and</li> <li>- notification costs, whether required by statute.</li> </ul>		
<ul style="list-style-type: none"> <li>• unauthorized use/access of a computer system;</li> </ul>		
<ul style="list-style-type: none"> <li>• defense of any regulatory action involving a breach of privacy;</li> </ul>		
<ul style="list-style-type: none"> <li>• failure to protect confidential information (personal and commercial information) from disclosure; and</li> </ul>		
<ul style="list-style-type: none"> <li>• notification costs, whether required by statute.</li> </ul>		
<p>Supplier will provide at least 30 days’ prior notice to OPTrust of any expiration or cancellation of the applicable Supplier insurance policies.</p>		