

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 5, 2017
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	SUPPLY CHAIN GROUP APPROVAL PURCHASING AND REVENUE SHARE AGREEMENTS

RECOMMENDATION

That, on the recommendation of the Managing Director Housing, Social Services and Dearness Home the following actions be taken with respect to the Supply Chain Group Purchasing and Revenue Share Agreements:

- a) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on December 12, 2017 to:
 - i) **authorize** and **approve** a Purchasing Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London for the purpose of providing group purchasing services of a Supply Chain Group Purchasing Organization under which the City will purchase food products and other services and products for City service areas, including the Dearness Home (Schedule '1' to the by-law); and
 - ii) **authorize** the Mayor and the City Clerk to execute the Purchasing Agreement authorized and approved in b)i), above;

- b) the attached proposed by-law (Appendix "B") **BE INTRODUCED** at the Municipal Council meeting to be held on December 12, 2017 to:
 - i) **authorize** and **approve** a Revenue Share Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London, commencing January 1, 2018, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products (Schedule '2' to the by-law), pursuant to the Purchasing Agreement authorized and approved in b,) above; and
 - ii) **authorize** the Mayor and the City Clerk to executive the Revenue Share Agreement authorized and approved in c)i), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- November 7th, 2017 (Community and Protective Services Committee) Award Request for Proposal 17-11 Group Purchasing Organization Services

BACKGROUND

At its meeting on November 14, 2017 Municipal Council passed the following resolution with regard to the report titled "Award Request for Proposal 17-11 Group Purchasing Organization Services":

- "3. That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home and with the concurrence of the Director, Financial Services, the following actions be taken with respect to the award of the contract for Request for Proposal (RFP) 17-11 Group Purchasing Organization Services – Long Term Care:
 - a) the proposal submitted by Silver Group Purchasing (SGP), owned and operated by Extendicare (Canada) Inc., 3000 Steeles Ave., Markham, Ontario, L3R 9W2, BE ACCEPTED for a period of three (3) years, commencing on January 1, 2018 with the option to renew for an additional two (2) years; it being noted that the proposal submitted meets the City's requirements and is in compliance with the Procurement of Goods and Services Policy;

- b) the Managing Director, Housing, Social Services and Dearness Home BE AUTHORIZED, under the Supply Chain Group Purchasing Organization, to purchase the required items for the City of London, Dearness Home and other Social Service areas such as Discretionary Benefits as described herein;
- c) the approval given herein BE CONDITIONAL upon the Corporation negotiating satisfactory terms and conditions with SGP to the satisfaction of the Managing Director, Housing, Social Services and Dearness Home;
- d) the Managing Director, Housing, Social Services and Dearness Home BE AUTHORIZED to undertake all the necessary administrative acts in connection with this matter; and,
- e) the above-noted approvals BE CONDITIONAL upon The Corporation of the City of London entering into a contract, approved by Municipal Council, related to this matter. (2017-F18) (3/15/CPSC)”

Since the November 14, 2017 meeting, the Civic Administration has negotiated terms and conditions with Silver Group Purchasing (SGP) to the satisfaction of the Managing Director, Housing, Social Services and Dearness Home and has included the Agreements as Appendix “A” and Appendix “B” of this report.

Further, the procurement completed by SGP meets the specific requirements contained within the City of London Service Agreements with the South West Local Health Integration Network (SWLHIN) and requirements in accordance with the City’s Procurement of Goods and Services Policy, Section 12.2, clause (b).

FINANCIAL IMPACT

There is no membership fee or additional cost to the City to utilize the services of Silver Group Purchasing. The annual expenditures for products purchased through this contract are included within the various service area approved budgets.

Based on previous experience, the estimated annual revenue expected to be received through the Revenue Share program is in the range of \$17,000 to \$18,000.

CONCLUSION

Through the use of Silver Group Purchasing (SGP) as a Supply Chain Group Purchasing Organization, the City will benefit from the strength of the organization’s national buying program to procure cost effective goods and services. In addition, there are other benefits offered through Supply Chain Group Purchasing Organizations including access subject matter experts, education, transition support, access to menus and detailed usage reports.

PREPARED BY:	RECOMMENDED BY:
JASON WESTBROOK MANAGER, BUSINESS PLANNING PROCESS	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

- cc: J. Brown, Financial Business Administrator
 G. Smith Manager, Purchasing and Supply Operations
 K. Murray, Senior Financial Business Administrator
 S. Oldham, Manager, Business Solutions & Customer Service
 J. Wills, Manager III, City Manager's Department
 L. Marshall, Solicitor II, City Solicitor's Office
 D. Munteer, Solicitor II, City Solicitor's Office
 G. Loder, Vice President, Silver Group Purchasing
 J. Horne, Senior Director, Silver Group Purchasing

Appendix "A"

Bill No.
2017

By-law No.

A by-law to authorize and approve a Purchasing Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London for the purpose of providing group purchasing services of a Supply Chain Group Purchasing Organization under which the City will purchase food products and other services and products for City service areas, including the Dearness Home.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS, The Corporation of the City of London wishes to enter into an Purchasing Agreement with Extendicare (Canada) Inc., carrying on business as SGP Purchasing Partner Network ("SGP"), 3000 Steeles Ave., Markham, Ontario, L3R 9W2, for SGP to act as the Supply Chain Group Purchasing Organization under which the City may purchase food products and other services and products for City service areas, including the Dearness Home;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Purchasing Agreement attached as Schedule 1 to this by-law, between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London for the purpose of providing group purchasing services of a Supply Chain Group Purchasing Organization under which the City will purchase food products and other services and products for City service areas, including the Dearness Home, be authorized and approved.
2. The Mayor and City Clerk be authorized to execute the Purchasing Agreement authorized and approved in paragraph 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 12, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading -

PURCHASING AGREEMENT

between

**EXTENDICARE (CANADA) INC. carrying on business as
SGP PURCHASING PARTNER NETWORK ("SGP")**

and

**The Corporation of the City of London, Ontario Canada
("Member")**

WHEREAS:

- A. SGP is a provider of group purchasing services through membership in its SGP Purchasing Partner Network Program (the "**Volume Discount Program**"), whereby members of the Volume Discount Program ("**VDP Members**") benefit from volume discounts negotiated by SGP on certain goods and services (including, but not limited to, administration, clinical, food service, housekeeping, laundry, recreation and therapy, maintenance, capital equipment, furniture, and fixtures) purchased by VDP Members from vendors ("**VDP Vendors**") participating in the Volume Discount Program.
- B. The Member hereby chooses SGP as the provider of group purchasing services for **The Corporation of the City of London, Ontario Canada** and agrees to participate in the Volume Discount Program on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

VOLUME DISCOUNTS

1. The Member is entitled to purchase goods and/or services from VDP Vendors. A current list of the VDP Vendors and their prices/programs is posted on SGP's website (www.silvergrouppurchasing.com). This list will be updated by SGP and distributed to the Member via email to the email address set out in Section 11 on a periodic basis when VDP Vendors and/or prices/programs change.

2. The Member's name shall be provided by SGP to each VDP Vendor on the list and thereafter the Member will be permitted to purchase goods and/or services from those vendors at the stated prices, subject only to meeting any financial or credit requirements of the VDP Vendor.
3. The Parties understand and agree that the Member is not obligated to purchase any goods or services from any VDP Vendor, but that all VDP Vendors will be notified by SGP of the Member's enrollment in the Volume Discount Program.

WARRANTY & INDEMNITY

4. The Member and SGP hereby agree to indemnify and hold harmless each other and their respective directors, officers, councilors, and employees from and against all claims, actions, causes of action, damages, losses, liabilities, costs, and expenses they may incur due to or arising from the indemnifier's obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.

TERM AND TERMINATION

5. The term of this Agreement is for three (3) years and shall commence on the date the Agreement is fully executed. The City of London at its absolute sole discretion has the option to renew the Agreement for a further two (2) years.
6. This Agreement may be terminated by either party with one hundred and twenty (120) days' prior written notice to the other, unless the cause of termination is
 - (a) non-payment of the Fee within thirty (30) days of becoming due, or
 - (b) the Member makes a false statement in the statement referred to in Section 10, in which case SGP may terminate this Agreement with immediate effect.

MEMBERSHIP FEE (FEE IS WAIVED)

7. The fee has been waived for The Corporation of the City of London, Ontario Canada
8. The Membership is effective January 1, 2018.

INSURANCE

9. SGP shall obtain and maintain during the term of this Agreement insurance coverage as follows:

- (a) General Liability Insurance in the amount of \$5,000,000 on which the City shall be included as an additional insurance with respect to incidents arising from work performed under this Agreement;
- (b) The insurance will not be canceled or permitted to lapse unless the City is provided with at least thirty (30) days' prior written notice.
- (c) SGP Shall provide the Member with evidence that the insurance is in force promptly upon commencement of this Agreement.
- (d) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreements as it may be reasonably required.
- (e) Failure by SGP to satisfactorily meet the Insurance requirements of City shall be deemed a breach of this Agreement.

CONFIDENTIALITY

- 10. The Member acknowledges that it will have access to confidential and proprietary information and that it will make its best efforts to protect this information from inadvertent release to unauthorized parties.
- 11. SGP acknowledges that information over which the Member exercises control is subject to the Municipal Freedom of Information and Protection of Privacy Act, and local municipal by-laws and that disclosure and retention of information is subject to those, and other legal obligations.
- 12. All purchasing information is available on SGP's website, which is accessible only to VDP Members in good standing. Before access to the website is provided to the Member, the Member must complete and execute the Website Confidentiality Form, a copy of which is attached to this Agreement as Schedule "A".

NOTICE

- 13. Every notice or other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered by hand, by registered mail, by facsimile or by email to the party to whom it is to be given at:

To SGP:

SGP Purchasing Partner Network
3000 Steeles Avenue East, Suite 103
Markham, Ontario L3R 4T9

Attention: Senior Director SGP and Vice President SGP
Telephone: 1.800.263.7025
Facsimile: 1.866.468.0777
Email: csr@sgpnetwork.com

To Member:

The Corporation of the City of London
267 Dundas Street, 4th Floor, London, ON N6A 1H2

Attention: Sarah Denomy, CPPB - Procurement Officer
Telephone: 519.661.CITY (2489) x 4715
Facsimile: 519.661.5030
Email: sdenomy@london.ca

GENERAL PROVISIONS

14. The Member hereby acknowledges that SGP may modify any part of the Volume Discount Program including, but not limited to, the number and/or identity of VDP Vendors and the amount of the Fee in its sole discretion, provided that SGP provides reasonable notice to the Member of any such change.
15. The Member shall not have the right to assign, directly or indirectly, its rights and obligations under this Agreement without the prior written consent of SGP, which consent may be unreasonably withheld.
16. SGP acknowledges that all stated deliverables contained in the RFP17-11 submission will be fulfilled. Failure by SGP to satisfactorily meet the deliverable requirements of City shall be deemed a breach of this Agreement.
17. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
18. All amounts stated herein are expressed in Canadian currency.

19. The parties acknowledge and agree that this Agreement may be executed in counterparts and delivered by means of facsimile or email transmission.
20. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.
21. If any covenant, obligation or agreement in this Agreement or the application thereof to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable will not be affected thereby and each covenant, obligation and agreement in this Agreement will be separately valid and enforceable to the fullest extent permitted.
22. The Schedules attached hereto form part of and shall be construed in accordance with this Agreement.
23. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, representations, agreements, warranties or conditions relating to this Agreement, whether express or implied, collateral or otherwise except those set out herein.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the _____
day of _____, 201__.

**EXTENDICARE (CANADA) INC. carrying on
business as SGP Purchasing Partner
Network**

Per: _____
Name: Jason Horne
Title: Senior Director

Per: _____
Name: Gary Loder
Title: Vice President

I/We have authority to bind the Corporation.

The Corporation of the City of London

Per: _____
Name: Matt Brown
Title: Mayor

Per: _____
Name: Catharine Saunders
Title: City Clerk

I/We have authority to bind the Corporation.

SCHEDULE "A"**WEBSITE CONFIDENTIALITY FORM**

See attached.

Dear Valued Members:

Welcome to our Website!

WEBSITE INCLUDES:

- Public domain – general Silver Group Purchasing information
- Member domain – confidential & proprietary information
 - contracts, menu systems, supplier information/links
 - login username & password is required
 - signed authorization form returned to SGP to obtain username & password
 - immediately accessible with login & password
- Quick & convenient access to the SGP Program increasing your productivity
- Current information at your finger tips
- **Going Green!** We are reducing paper flow

HOW TO GET ACCESS:

It is necessary that participants understand the confidentiality of the SGP Purchasing Partner Network Program

1. To access the member domain of the SGP website, we require a signed copy of the authorization form below indicating that you understand that the Silver Group Purchasing program and information on the website is proprietary and confidential.
2. Provide the email address of the Facility Administrator/Manager who will be responsible for the compliancy of users and passwords. Please fill in the Website Confidentiality Form with all users' information and return to us. Thank you.
3. Email your completed form to:

Sandra Curcio

Email: csr@sgpnetwork.com

Toll Free: (800) 263-7025

If you have any questions or would like a verbal walk-through of the website, please do not hesitate to call either one of us.

Thank you, SGP Team

WEBSITE CONFIDENTIALITY FORM**ACCESS TO Silver Group Purchasing WEBSITE****AUTHORIZATION of ACKNOWLEDGEMENT
of
SGP Purchasing Partner Network PROGRAM**

I, _____, (Facility Administrator/Manager) understand that the information on the **SGP** website (www.silvergrouppurchasing.com) is proprietary and confidential. This information will not be shared with NON-SGP members.

Users:

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Name: _____ Email: _____ Title: _____

Facility Administrator / Manager Signature Date

Facility Name Email

Appendix "B"

Bill No.
2017

By-law No.

A by-law to authorize and approve a Revenue Share Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London, commencing January 1, 2018, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS, The Corporation of the City of London wishes to enter into a Revenue Agreement with Extendicare (Canada) Inc., carrying on business as SGP Purchasing Partner Network ("SGP"), 3000 Steeles Ave., Markham, Ontario, L3R 9W2, for SGP, commencing January 1, 2018, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Revenue Share Agreement attached as Schedule 2 to this by-law, commencing January 1, 2018 between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London, commencing January 1, 2018, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products be authorized and approved.
2. The Mayor and City Clerk be authorized to execute the Revenue Share Agreement authorized and approved in paragraph 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 12, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading -

REVENUE SHARE AGREEMENT

between

**EXTENDICARE (CANADA) INC., carrying on business as
SGP PURCHASING PARTNER NETWORK ("SGP")**

and

**The Corporation of the City of London, Ontario Canada
("Member")**

WHEREAS:

- A. SGP is a provider of group purchasing services through membership in its SGP Purchasing Partner Network (the "**Volume Discount Program**"), whereby members of the Volume Discount Program ("**VDP Members**") benefit from volume discounts negotiated by SGP on certain goods and services (including, but not limited to, administration, clinical, food service, housekeeping, laundry, recreation and therapy, maintenance, capital equipment, furniture, and fixtures and collectively, the "**Goods and Services**") purchased by VDP Members from vendors ("**VDP Vendors**") participating in the Volume Discount Program.
- B. The Member has chosen to join the Volume Discount Program for **The Corporation of the City of London, Ontario Canada** pursuant to a purchasing agreement (the "**Purchasing Agreement**") with SGP dated **January 1, 2018**, a copy of which is attached to this Agreement as Schedule "A".
- C. Some, but not all, of the VDP Vendors pay revenue back to SGP from time to time on the contract price of the Goods and Services purchased through the Volume Discount Program by the VDP Members.
- D. Approved VDP Members are invited to participate in a revenue sharing arrangement (the "**Revenue Share Program**") by which such VDP Member is entitled to receive a share of any rebates received by SGP from a VDP Vendor calculated on the aggregate purchases by that VDP Member's RSP Group (as hereinafter defined) of Goods and Services from such VDP Vendor above the Threshold Amount (as hereinafter defined).

- E. As of the date hereof, the Member is a member in good standing of the Volume Discount Program and has been approved for and hereby chooses to participate in the Revenue Share Program on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

MEMBERS OF THE GROUP

1. VDP Members that are invited to participate in the Revenue Share Program ("**RSP Members**") are divided into groups (each a "**RSP Group**") at the sole discretion of SGP, and the terms and conditions of each RSP Group's Revenue Share Agreement is specific and confidential to that RSP Group. SGP has included the Member in the RSP Group whose RSP Members include:

Name of Facility	No. of Beds
Dearness Home	243 LTC
City of London Cafeteria	0
Fanshawe Golf Course	0
Hamilton Road Senior's Centre	0
Kiwanis Senior's Centre	0
River Road Golf Course	0
Storybook Gardens	0
Thames Valley Golf Course	0
Discretionary Benefits – City of London	0

*****SGP may add additional RSP Members to the Group at any time upon request from the City of London.**

TERM AND TERMINATION

2. Either party may terminate this Agreement with one hundred and twenty (120) days' prior written notice to the other (to commence on the first day of a month). Notice of termination of this Agreement shall automatically be considered notice of termination in respect of the Member's Purchasing Agreement.
3. Unless otherwise terminated pursuant to the terms herein, the term of this Agreement commences on the date this Agreement is fully executed and terminates on the same day the Member's Purchasing Agreement terminates.

MINIMUM THRESHOLD – (THRESHOLD IS WAIVED)

4. The minimum threshold has been waived for The Corporation of the City of London, Ontario Canada.

CALCULATING A RSP GROUP'S REVENUE SHARE

5. Not every VDP Vendor pays revenue on purchases made from it. Revenue Shares will be calculated and paid only in respect of actual rebates to the extent such rebates are paid to SGP by VDP Vendors.
6. SGP will calculate the total amount of revenue available for payout to each RSP Group in the following manner:
 - (a) thirty-five per cent (35%) of revenue collectively generated on contract purchases by RSP Members in such RSP Group from One Dollar (\$1.00) to Three Million Dollars (\$3,000,000.00) in a Program Year;
 - (b) forty-five per cent (45%) of revenue collectively generated on contract purchases by RSP Members in such RSP Group from Three Million and One Dollars (\$3,000,001.00) to Five Million Dollars (\$5,000,000.00) in a Program Year;
 - (c) fifty per cent (50%) of revenue collectively generated on contract purchases by RSP Members in such RSP Group over Five Million and One Dollars (\$5,000,001.00) in a Program Year.

All of the foregoing figures exclude HST.

CALCULATING A MEMBER'S REVENUE SHARE

7. SGP calculates the Revenue Share payable to each RSP Member of each RSP Group proportionally based on each RSP Member's total spend in the Program Year. To establish each RSP Member's total spend, SGP will rely exclusively upon the purchase history reports generated by SGP, which describe all purchases of Goods and Services by the RSP Member reported by each VDP Vendor.
8. Each RSP Member shall have access to its purchase history reports at all times and absent any dispute made by the Member in a timely fashion as to the accuracy of a report, each of SGP and the Member agree that the amounts contained in the reports shall be determinative for the purposes of calculating the Member's Revenue Share. The Member shall have the right to have the reports audited at its cost and expense.

9. Each RSP Member's Revenue Share shall be calculated by SGP quarterly on March 31, June 30, September 30 and December 31 of each calendar year.

PAYMENT OF REVENUE SHARE

10. Payment of a Revenue Share is conditional upon the Member:
 - (a) being in good standing under this Agreement and the Purchasing Agreement, and
 - (b) the Member being a member of the Revenue Share Program for the full quarter being paid out (other than the initial quarter, if the Member joined the Revenue Share Program on a day other than the first day of that quarter, in which case the Member's Revenue share will be calculated on a *pro rata* basis for that quarter). For clarity, a Member who ceases to be a member of the Revenue Share Program effective on a day that is not the last day of a quarter is not entitled to a Revenue Share for that quarter.
11. The Member's Revenue Share shall be paid to the Member on or before the end of the second calendar month following the end of the quarter calculated.

CONFIDENTIALITY

12. All of the revenue information provided to the Member (in any form, whether verbal, written or electronic) by SGP or a VDP Vendor is confidential and proprietary. The Member hereby agrees to keep all such information confidential at all times, and to destroy any and all confidential or proprietary information it has in its possession within five (5) days after the termination of its participation in the Revenue Share Program.

NOTICE

13. Every notice or other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered by hand, by registered mail, by facsimile or by email to the party to whom it is to be given at:

To SGP:

SGP Purchasing Partner Network
3000 Steeles Avenue East, Suite 103
Markham, Ontario L3R 4T9

Attention: Senior Director SGP and Vice President SGP
Telephone: 1.800.263.7025
Facsimile: 1.866.468.0777
Email: csr@sgpnetwork.com

To Member:

The Corporation of the City of London
267 Dundas Street, 4th Floor, London, ON N6A 1H2

Attention: Sarah Denomy, CPPB - Procurement Officer
Telephone: 519.661.CITY (2489) x 4715
Facsimile: 519.661.5030
Email: sdenomy@london.ca

GENERAL PROVISIONS

14. The Member hereby acknowledges that SGP may modify any part of the Revenue Share Program including, but not limited to, the number and/or identity of participating Members and the value of the Threshold Amount in its sole discretion, provided that SGP provides 60 days' notice to the Member of any such change. SGP has the right to terminate the Revenue Share Program at any time, should the Revenue Share Program be terminated SGP will ensure that the Member receives all eligible incentives on purchases made throughout the notice period.
15. The Member shall not have the right to assign, directly or indirectly, its rights and obligations under this Agreement without the prior written consent of SGP, which consent may be unreasonably withheld.
16. SGP acknowledges that all stated deliverables contained in the RFP17-11 submission will be fulfilled. Failure by SGP to satisfactorily meet the deliverable requirements of City shall be deemed a breach of this Agreement.

17. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
18. All amounts stated herein are expressed in Canadian currency.
19. The parties acknowledge and agree that this Agreement may be executed in counterparts and delivered by means of facsimile or email transmission.
20. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.
21. If any covenant, obligation or agreement in this Agreement or the application thereof to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable will not be affected thereby and each covenant, obligation and agreement in this Agreement will be separately valid and enforceable to the fullest extent permitted.
22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, representations, agreements, warranties or conditions relating to this Agreement, whether express or implied, collateral or otherwise except those set out herein.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
_____ day of _____, 201__.

**EXTENDICARE (CANADA) INC., c.o.b. as SGP
PURCHASING PARTNER NETWORK**

Per: _____
Name: Jason Horne
Title: Senior Director

Per: _____
Name: Gary Loder
Title: Vice President

I/We have authority to bind the Corporation.

The Corporation of the City of London

Per: _____
Name: Matt Brown
Title: Mayor

Per: _____
Name: Catharine Saunders
Title: City Clerk

I/We have authority to bind the Corporation.