



# **REQUEST FOR PROPOSALS (RFP)**

**RFP NO. CW21261**

**FOR**

**LAKERIDGE HEALTH BOWMANVILLE  
HISTORICAL BUILDING RELOCATION**

**ISSUE DATE: NOVEMBER 14, 2024**

**PROPOSERS QUESTIONS DEADLINE: NOVEMBER 28, 2024**

**CLOSING TIME: 2:00 PM EASTERN TIME ON**

**THURSDAY, DECEMBER 12, 2024**

Table of Contents

**Article 1 Introduction ..... 4**

1.1 Introduction ..... 4

1.2 Definitions..... 4

1.3 Rules of Interpretation ..... 7

1.4 Purpose ..... 7

1.5 Anti-Racist, Anti-Discrimination and Anti-Oppression Commitment ..... 7

1.6 Background ..... 8

1.7 Objectives..... 9

1.8 Agreement..... 9

1.9 Project Information and Background..... 10

**Article 2 RFP Terms and Procedures ..... 12**

**Part A Procedure ..... 12**

2.1 Bid Administrator ..... 12

2.2 RFP Tentative Schedule ..... 13

2.3 Site Meeting ..... 14

2.4 Information ..... 14

2.5 Clarification and Questions..... 15

2.6 Proposal Submission..... 16

2.7 Withdrawal of Proposal ..... 18

2.8 Amendment of Proposal ..... 18

2.9 Completeness of Proposal ..... 18

2.10 Proponent’s Proposals ..... 18

2.11 Proposal Irrevocability ..... 19

2.12 Acceptance of RFP ..... 19

2.13 Amendments to the RFP..... 19

2.14 Clarification of Proponent’s Proposal..... 19

2.15 Verification of Information ..... 20

2.16 Proposal Acceptance..... 20

2.17 Substantial Compliance ..... 20

2.18 No Publicity or Promotion ..... 20

2.19 Debriefing ..... 20

2.20 Bid Protest Procedure ..... 21

**Part B Additional Terms ..... 21**

2.21 Confidentiality ..... 21

2.22 *Freedom of Information and Protection of Privacy Act (Ontario)* ..... 23

2.23 *Accessibility for Ontarians with Disabilities Act* ..... 23

2.24 *Competition Act* ..... 24

2.25 *Trade Agreements* ..... 24

2.26 *Permits, Licences and Approvals* ..... 24

2.27 *Intellectual Property* ..... 24

2.28 *Rights of MMC – General* ..... 25

2.29 *Rights of MMC – Preferred Proponent* ..... 27

2.30 *Proponent’s Costs*..... 27

2.31 *No Liability*..... 27

2.32 *Assignment* ..... 28

2.33 *Entire RFP*..... 28

## Table of Contents

2.34	Priority of Documents .....	28
2.35	Governing Law .....	28
<b>Article 3</b>	<b>General Requirements .....</b>	<b>29</b>
3.1	Proposal Format.....	29
3.2	Conflict of Interest.....	29
3.3	Technical Issues.....	29
3.4	Bid and Performance Security .....	29
<b>Article 4</b>	<b>Evaluation Process.....</b>	<b>31</b>
4.1	General .....	31
4.2	Stage I – Review of Mandatory Requirements.....	31
4.3	Stage II – Evaluation of General Requirements.....	31
4.4	Stage III - Pricing.....	32
4.5	Stage IV – Reference Validation (Pass/Fail) - Optional.....	33
4.6	Identifying the Preferred Proponent .....	33
4.7	Tie Score .....	33
4.8	Discussions with Preferred Proponent .....	34
4.9	Notification to Other Proponents of Award and Debriefing .....	34
<b>RFP SCHEDULES</b>	<b>.....</b>	<b>36</b>
	Scope of Work Schedule .....	37
	Form of Agreement Schedule .....	38
	Mandatory Requirements Schedule.....	39
	General Requirements Schedule .....	40
	Attachment 1.1 – Company Background and Executive Summary.....	42
	Attachment 1.2 – General Contractor Related Project Experience.....	43
	Attachment 1.3 – General Contractor Key Personnel .....	47
	Attachment 1.4 - Methodology and Approach .....	50
	Pricing Schedule.....	51
	Information Practices Schedule .....	53
	Proponent Confirmation Schedule .....	56

# REQUEST FOR PROPOSAL (“RFP”)

RFP NO: CW21261

## Article 1 Introduction

### 1.1 Introduction

Mohawk Medbuy on behalf of Lakeridge Health is issuing this invitational RFP to the pre-qualified contractors from RFSQ No. 2726575841 and 2727921843 issued by MMC on September 15, 2022 and October 18, 2022 for the supply of the services indicated in the Scope of Work attached to this invitational RFP.

Prequalified General Contractors: Dineen Construction, Geneer Construction, REA Construction, Pomerleau, Chart Construction Management, Harbridge & Cross, PCL Construction, HN Construction, P&C General Contracting, MJ Dixon Construction

Prequalified Mechanical Contractors: Black & McDonald, Modern Niagara, Dalray Contracting, Black Creek, Battaglia, Smith & Long, Canadian Tech Air, English & Mould Mechanical, Nutemp Mechanical, Plan Group

Prequalified Electrical Contractors: Black & McDonald, Ainsworth Inc, Guild Electrical, Plan Group, Smith & Long, Ontario Electrical, Ozz Electrical, Modern Niagara, Danik Electrical

### 1.2 Definitions

The following definitions apply:

- a. **“Agreement”** has the meaning ascribed in Section 1.8 Agreement;
- b. **“Applicable Law”** and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;
- c. **“Bid Administrator”** means the individual identified in Section 2.1 Bid Administrator;
- d. **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;
- e. **“CFTA”** means the Canadian Free Trade Agreement;
- f. **“Closing Time”** means the Proposal submission date and time as set out in this RFP and as may be amended from time to time in accordance with the terms of the RFP;

- g. **“Compliant Proponent/Compliant Proposal”** means a Proponent/Proposal that has satisfied the mandatory requirements;
- h. **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under this RFP or any Agreement, the Proponent’s other commitments, relationships or financial interests: (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its obligations under this RFP or any Agreement;
- i. **“Days”** means calendar days;
- j. **“Evaluation Team”** means the individuals who have been selected by MMC to evaluate the Proposals;
- k. **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* (Ontario);
- l. **“Material Changes”** means any change that would require a revision to the form of agreement, moving business risk onto the Purchaser or MMC, including, but not limited, to changes in the following sections: Backorders, Risk and Title, Supplier’s Representations and Warranties, Limited Services Warranty, Nature of Warranties, Indemnity, Termination clauses, and Liability Insurance. The determination of Material Changes is made by MMC and/or the Purchaser, in their sole and absolute discretion;
- m. **“MMC”** means Mohawk Medbuy Corporation, which is a not-for-profit corporation created for the purpose of providing services to its members and customers;
- n. **“MMC Customer”** means any of the organizations identified as members or customers of MMC at the following website: [www.mohawkmedbuy.ca/membership](http://www.mohawkmedbuy.ca/membership);
- o. **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual as provided in FIPPA;
- p. **“Potential Purchasers”** means any publicly funded healthcare organization in Canada that is designated by MMC as an entity authorized to purchase Services under this RFP and includes all MMC Customers;
- q. **“Preferred Proponent”** means a Proponent that the Purchaser has identified as the highest-ranked Proponent in accordance with the evaluation process;
- r. **“Proponent”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent;
- s. **“Proposal”** means all of the documentation and information submitted by a Proponent in response to the RFP;

- t. **“Purchaser”** means the MMC Customer identified in Section 1.4 Purpose that has executed and delivered an Agreement, in the form attached to the RFP, to their Preferred Proponent in order to have the right (but not the obligation) to purchase Services from their Preferred Proponent under the Agreement;
- u. **“Request for Proposal”** or **“RFP”** means this Request for Proposal issued by MMC, on behalf of the Potential Purchasers, for the supply of the Services, and all addenda thereto;
- v. **“Record”** means any recorded information in the custody or control of the Purchaser, including any Personal Information, in any form:
  - (i) Provided by MMC to the Proponent, or provided by the Proponent to MMC, for the purposes of the RFP; or
  - (ii) created by the Proponent with respect to the RFP;
- w. **“Services”** means the services intended to be procured pursuant to this RFP;
- x. **“Unfair Advantage”** in relation to the RFP process, means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to:
  - (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to MMC or a Potential Purchaser and which is not available to other Proponents;
  - (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process; or
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness; and
- y. **“Unintentional Error of Form”** is an error that MMC is satisfied represents incomplete information not consistent with the Proponent’s intentions and, if relevant, known capabilities at the time the Proposal was submitted.

Some examples of “Unintentional Errors of Form” are:

- (i) corrections of inconsistencies in the Proposal where the area of error is clear and not critical to comparative evaluation;
- (ii) the unintentional omission of declarations; and
- (iii) an attachment explicitly referred to in the body of a Proposal but omitted from the submission.

### **1.3 Rules of Interpretation**

This RFP will be interpreted according to the following provisions, unless the context requires a different meaning:

- a. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- b. Words in the RFP will bear their natural meaning.
- c. References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, will not be deemed limited by the specific enumeration of items but will, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- d. In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” will not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- e. Unless otherwise indicated, time periods will be strictly applied.
- f. The following terminology applies in the RFP:
  - (i) The term “should” relates to a requirement which MMC would like the Proponent to address in its Proposal.
  - (ii) The term “will” describes a procedure that is intended to be followed.

### **1.4 Purpose**

This negotiated RFP is an invitation from MMC, on behalf of Lakeridge Health to prospective suppliers to submit Proposals for the provision of relocation of Bowmanville’s historic building on Mabel Bruce Way. in Bowmanville as detailed in the Scope of Work (the “Services”).

### **1.5 Anti-Racist, Anti-Discrimination and Anti-Oppression Commitment**

In submitting a Proposal, a Proponent represents that it acknowledges and agrees that:

- a. historically marginalized groups in our communities often encounter barriers and inequities to full access and participation;
- b. the diversity of relevant stakeholders contributes to the growth, enrichment and strength of our communities;

- c. during the term of this RFP process and any Agreement to which the Proponent may become a party, the Proponent will aim to ensure that all appropriate stakeholders receive fair and equitable treatment including access and opportunity to participate with dignity and respect, and enjoy an environment that is free from racism and other forms of discrimination and/or oppression; and
- d. the Proponent supports the dismantling all forms of racism, discrimination and oppression in its organization, including in its own operations, program, and governance structures.

In the event that MMC or the Purchaser, each acting reasonably, becomes aware that the Proponent is acting in a manner that is in conflict with the representations set out in this Section, then the Proponent may be disqualified from this RFP process.

## **1.6 Background**

MMC is a not-for-profit organization that negotiates and manages major contracts for its customers as one of its responsibilities. For further information about MMC visit its website at [www.mohawkmedbuy.ca](http://www.mohawkmedbuy.ca).

MMC is issuing this RFP and will administer the RFP process set forth herein for the benefit and on behalf of the Purchaser. References herein to “Potential Purchasers” or “Purchasers” include any Canadian Healthcare Provider that has been provided access, to MMC contracts, including any contract arising from this RFP process. For the purposes hereof, a Canadian Healthcare Provider means: (i) a public hospital; (ii) a Department or Ministry (or an agency thereof) of the Federal, a Provincial or a Territorial Government or any entity owned by, controlled by or created by any one or more of the foregoing, that directly provides healthcare services in Canada or represents or acts on behalf of or otherwise contracts for public hospitals or other publicly funded providers of healthcare services in Canada, which entities would include a provincial or regional health authority and an entity providing provincial or regional materials management services for healthcare providers in Canada; (iii) a not-for-profit or charitable organization that provides healthcare services in Canada; and (iv) an entity, controlled by any one or more of the foregoing, which provides purchasing or materials management services to Canadian healthcare providers.

### **Extensibility:**

By participating in this RFP, each Proponent acknowledges and agrees that:

- Proponent submissions under this RFP will be made available to Ontario Health, the Ministry of Health, the Ministry of Long-Term Care, the Ministry of Government and Consumer Services, Ontario Healthcare Providers (“OHP”) and Shared Service Organizations (“SSO”) through direct distribution or upon request;
- Any OHP or SSO, and their respective affiliates, may purchase Services and/or services under this RFP, including OHPs and SSOs that may participate in the future after the expiration of any existing contracts with other vendors;
- Proponent submissions under this RFP may be accessed by any OHP or SSO at any time during the term of the Agreement;

- Any volumes described in this RFP are estimates based on the OHPs and SSOs participating under this RFP and do not include any additional volumes from OHPs or SSOs that may participate in this RFP in the future. Proponent submissions will be evaluated based on the estimated volumes described in this RFP;
- Any OHP or SSO that accesses this RFP will conduct its own financial evaluation taking into account its estimated volumes;
- Any OHP or SSO that accesses the RFP submissions will conduct its own evaluation of the submissions in accordance with the methodology described in this RFP; If applicable, this RFP will indicate which elements of pricing must be extended to all OHPs and SSOs and which elements or pricing may have a variable component (e.g., pricing that differs based on geography), and
- Where any OHP or SSO chooses to participate in the Agreement, MMC reserves the right to negotiate the pricing for additional volumes, not described in this RFP.

## **1.7 Objectives**

### **1.7.1 MMC Objectives**

MMC is seeking to satisfy the following objectives in issuing the RFP:

- a. to identify one or more Proponents for the supply of Services as further detailed in this RFP;
- b. achieve the best solution for the needs of the Purchaser;
- c. obtain quality Services at best overall value;
- d. enhance customer satisfaction and improvements in services; and
- e. support a higher level of product standardization across the Purchaser.

### **1.7.2 Purchaser Objectives**

Subject to the terms of the RFP, it is the intent under the RFP to establish an Agreement between the Purchaser and a Preferred Proponent for the provision of the Services. If there are subcategories of Services, there may be circumstances in which a different Proponent is successful for each of the subcategories.

The Purchaser has an immediate requirement for the Services but there is no guarantee that the Purchaser will purchase any volume of Services from the Preferred Proponents.

## **1.8 Agreement**

### **1.8.1 Form of Agreement**

The Preferred Proponent will be required to enter into the agreement (“**Agreement**”) with the Purchaser based on the Form of Agreement included in this RFP. No obligation with

respect to the delivery or purchase of the Services on the part of the Purchaser will arise until such time as the Purchaser issues a purchase order to purchase Services under the Agreement.

There is no guarantee of any volume of Services being purchased by the Purchaser.

Negotiation of the Agreement between the Purchaser and the Preferred Proponent will involve a dynamic whereby the Purchaser and the Proponent exchange offers and counteroffers until a point where they reach either a contract in respect of the object of the negotiations, or a point where they conclude that a contract will not be feasible.

MMC's preference is to sign the Agreement in the form attached to the RFP. The Proponent's must accept the terms and conditions of both the CCDC 2 - 2020 Stipulated Price Contract and the Standard Supplementary Terms and Conditions to CCDC 2 – 2020. Notwithstanding the foregoing sentence or anything to the contrary contained in this RFP, MMC reserves the right to consider modifications to certain provisions in the Agreement requested by a Proponent. If the requested modifications are deemed to be Material Changes, the Proponent's total score will be reduced by **five (5) points**. All submitted modifications are subject to review and acceptance by MMC.

### **1.8.2 Entering into an Agreement**

Proponents should note that the Purchaser may have different needs and objectives in relation to the Services. Information in this respect is dealt with within the context of the evaluation process. Such differing needs and objectives may ultimately be reflected in the Agreements arising out of this RFP, such that the terms of the Agreement may be slightly different for each Purchaser.

## **1.9 Project Information and Background**

### **1.9.1 Background and Current State**

Bowmanville Hospital intends to relocate the historic house on Lambert St. to its new location.

While MMC has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as guidance for Proponents. The information is not guaranteed or warranted to be accurate by MMC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Purchaser does not warrant the accuracy of existing building conditions represented on the floor plans. Drawings, if provided, showing existing conditions are provided for Proponent's information. The Proponent must visit the site and make an investigation of as-built conditions prior to submitting a quotation. This investigation may be conducted during the mandatory site meeting, refer to Section 2.2 RFP Tentative Schedule for further information.

### **1.9.2 Future/Desired State**

The intent with this RFP is to make the following awards:

The Purchaser is seeking to enter into the Agreement which would commence at the conclusion of this RFP process, on or around January 2025, and concluding at the substantial completion of the project, or upon mutual agreement that the work as defined in the contract is completed. The commencement and completion dates may be adjusted to align with project and/or administrative requirements by the Purchaser.

## Article 2 RFP Terms and Procedures

### Part A Procedure

#### 2.1 Bid Administrator

##### 2.1.1 Contact Information

All communications regarding any aspect of this RFP **must** be directed to the Bid Administrator via the “Q & A Board” communication functionality of the Bonfire portal. For audit and transparency purposes please use Bonfire’s Q & A Board to communicate with the Bid Administrator at all times.

Name: Ognen Mangarov

Title: Strategic Sourcing Specialist - MMC

Proponents are advised that once the Q & A Board closes, they may contact the Bid Administrator via email, however, no requests for clarification/questions will be responded to once the Q & A Board closes.

Proponents that fail to comply with the requirement to direct all communications to the Bid Administrator may be disqualified from the RFP process. Without limiting the generality of this provision, Proponents must not communicate with or attempt to communicate with the following:

- a. any employee or agent of MMC (other than the Bid Administrator);
- b. any employee or agent of the Purchaser;
- c. any member of the Evaluation Team;
- d. any expert or advisor assisting the Evaluation Team;
- e. any member of the governing bodies (such as Board of Governors, Board of Directors, Board of Advisors or Trustees) of the Purchaser; and
- f. any elected official of any level of government, including any advisor to any elected official.

##### 2.1.2 Notice

Proponents are advised that from the date of issue of the RFP through any award notification:

- a. only the Bid Administrator is authorized by MMC to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

- b. as noted above, Proponents must not contact any officer, director, employee, or agent of MMC, the Purchaser or the Purchaser’s governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees), except for the Bid Administrator, unless instructed to do in writing by the Bid Administrator;
- c. under no circumstances will a Proponent rely upon any information or instruction from any officer, director, employee, or agent of MMC, the Purchaser or the Purchaser’s governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees) unless the information or instruction is provided in writing by the Bid Administrator; and
- d. no officer, director, employee, or agent of MMC, the Purchaser or the Purchaser’s governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees) will be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Bid Administrator.

**2.2 RFP Tentative Schedule**

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	November 14, 2024
<u>Mandatory</u> Site Meeting Address and Location:	November 21, 2024 10:00 AM EST
Questions to be Submitted in Writing (see Section 2.5.1 Submission)	November 28, 2024 4:00 PM EST
Last Date for Issuing Addenda	December 5, 2024
<b>Closing Time</b>	<b>December 12, 2024 2:00 PM EST</b>
Anticipated Award Date	January 2025

- a. The timelines are subject to change at the sole discretion of MMC. In the event a change is made to any of the dates, MMC will post any such change on Bonfire.
- b. MMC may amend any timeline, including the Closing Time, without liability, cost or penalty, and within its sole discretion.

- c. In the event of any change in the Closing Time, the Proponents will thereafter be subject to the extended timeline.
- d. The RFP process will not be subject to public opening of Proposals at any stage of evaluation.

## **2.3 Site Meeting**

A **mandatory site meeting** has been scheduled at the following location: 11 Mabel House Bruce Way, Bowmanville, ON L1C 2L1. The site meeting will give Proponents an opportunity to view and verify the work site as well as take any necessary site measurements.

For additional clarity, the site meeting is mandatory and must be attended. Proposals received from firms that did not attend the site visit will not be considered for evaluation. It is the responsibility of any site meeting attendee, to make sure that their attendance is noted on the sign in sheet.

The designated Purchaser representative managing the site visit will have an attendance form, which is to be signed by the Proponent's representatives present. Proponents are encouraged to be at the designated meeting location thirty (30) minutes prior to the scheduled start of the site meeting. No allowances will be made for Proponents arriving later than five (5) minutes after the scheduled start time of the site meeting. Proponents who fail to attend the mandatory site meeting or do not sign in upon arrival, will not be eligible to submit a Proposal.

Independent site visits related to this particular project during the RFP period are strictly prohibited. MMC or the Purchaser reserves the right to disqualify any Proponent that conducts or attempts to conduct an independent site visit.

It is the Proponents sole responsibility to seek clarification following the site meeting. Refer to Section 2.5 of this RFP for information regarding request for clarification / question period.

## **2.4 Information**

### **2.4.1 Proponent to Review**

Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

### **2.4.2 Proponent to Notify**

In the event that a Proponent has any reason to believe that any of the circumstances listed in Section 2.4.1 (Proponent to Review) exist, the Proponent must notify the Bid Administrator via Bonfire's Q & A Board prior to submitting a Proposal. The Bid Administrator will then clarify for the benefit of all Proponents.

Proponents cannot:

- a. after submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 2.4.1 (Proponent to Review) were present with respect to the RFP; or
- b. claim that MMC is responsible for any of the circumstances listed in Section 2.4.1 (Proponent to Review) of the RFP.

## **2.5 Clarification and Questions**

### **2.5.1 Submission**

The following apply regarding any request for clarification of any aspect of the RFP:

- a. Proponents must submit requests for clarification/questions through the Bonfire Q & A Board to the Bid Administrator, or as may otherwise be directed by the Bid Administrator.
- b. Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.
- c. Requests for clarification/questions must be submitted via Bonfire no less than seven (7) Days prior to the Closing Time.

### **2.5.2 Question and Answers**

MMC will provide Proponents with written responses to questions via the Bonfire Q & A Board that are submitted in accordance with Section 2.5.1 (Submission), subject to the provisions of this section. In answering a Proponent's questions, MMC will set out the questions, but without identifying the Proponent that submitted the questions and may, in its sole discretion:

- a. edit the questions for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such change will be formally evidenced through the issue of a separate Addendum for this purpose.

Should an invitation be extended to a Proponent to negotiate an Agreement, questions that arise during that negotiation process will be answered as part of such process.

### **2.5.3 Issued Addenda**

Before submitting a Proposal, a Proponent is responsible to verify that it has received all of the Addenda that have been issued, which will be posted on Bonfire at least seven (7) Days prior to the Closing Time, unless it is an Addendum that extends the Closing Time.

Any amendment or supplement to the RFP made in any other manner will not be binding on MMC.

## **2.6 Proposal Submission**

### **2.6.1 General**

To be eligible for consideration in this RFP process:

- Proponents are required to submit Proposals online in Bonfire. The Proponent must “Submit” the response once they have completed their Proposal. Failure to submit a Proposal will result in your bid not being visible to the Bid Administrator. Please note, "Saving" your Proposal does not mean you have submitted. Saving your Proposal without submitting will not make it visible to the Bid Administrator. Online bid submission via Bonfire is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Proponents. Proposals submitted via Bonfire also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Proponents must submit Proposals online using tools available on Bonfire only.

Proposals received after the Closing Time will not be considered.

### **2.6.2 Submission Instructions:**

Proponents should be advised that the RFP document is locked and is “Read-Only”. Proposals should be formatted as outlined in the Submission Instructions below using the appendix templates provided in the “Response Appendices” file and by submitting other requested documents or information as specified in the RFP.

For added certainty, Proposals submitted by hard copy, facsimile or email will not be considered.

Proponents are advised that they will be required to upload documents to Bonfire to complete their response. It is important that Proponents be aware of any size limitations that may exist in Bonfire. Proponents should test document uploading well in advance of the Closing Time to ensure their Proposal can be successfully submitted. Unless Bonfire is unavailable at the Closing Time MMC is not obligated to extend the Closing Time of an RFP for Proponents who are experiencing technical issues with Bonfire.

Proponents are to contact Bonfire support should any issues arise with respect to uploading documents as part of their Proposal.

Proposals are to be submitted in English only, and any Proposal received by MMC that is not entirely in English may be disqualified.

**Important Notes:**

- a. When preparing your submission on Bonfire you may be asked first to select which category you are going to submit to. Based on what you choose, Bonfire will build a list of Requested Information that you need to provide.
- b. Please note that text fields have a limit of 2,000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).
- c. Each item of Requested Information will only be visible after the Closing Time.
- d. Uploading large documents may take significant time, depending on the size of the files and your Internet connection speed.
- e. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- f. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

In preparing a Proposal, the Proponents should adhere to the following:

**Bonfire**

- a. All pages should be numbered;
- b. Avoid using symbols in the file name such as &, #, etc.;
- c. Each document size should not exceed five (5) MB; information may be split up into separate documents, if necessary;
- d. The Schedules provided, as appropriate, should be used for completing the Proposal;
- e. The Proposal should be complete in all respects;
- f. Adhere to the Proposal format requirements described above;
- g. Responses to the questionnaires should be text only, when pasting content, please use Paste Special as Text without any formatting
- h. Do not reference or include any attachments unless requested. Avoid using scanned copies of documents, where possible, which tend to increase the size of the document

- i. Do not change the structure of any of the worksheets. Changing the structure will invalidate your submission
- j. Any additional information outside of the given structure of the worksheets will not be visible to the purchaser; and
- k. Do not save this file in a different format. Saving this file in a different format will invalidate your submission

### **2.6.3 Receipt**

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is successfully submitted and a confirmation of receipt is received from Bonfire before the Closing Time.

The successful submission of a Proposal will generate a confirmation number. A Proponent will receive the confirmation number on-screen through the Bonfire platform and will also receive an email of such confirmation number from Bonfire as validation of the Proponent's successful submission of its Proposal.

Once a Proponent receives its confirmation number from Bonfire, the Proponent should send a copy of such notification via e-mail to the Bid Administrator.

### **2.7 Withdrawal of Proposal**

A Proponent may withdraw its Proposal by withdrawing before the Closing Time. A Proposal may not be withdrawn after the Closing Time.

### **2.8 Amendment of Proposal**

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Closing Time. The Proponent will receive an updated confirmation number once the bid is resubmitted. MMC will receive an email confirmation that the bid has been resubmitted automatically.

### **2.9 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Closing Time or subsequent to signing the Agreement must be provided at the Proponent's expense.

### **2.10 Proponent's Proposals**

All Proposals become the property of MMC and will not be returned to the Proponents.

## **2.11 Proposal Irrevocability**

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.7 Withdrawal of Proposal, a Proposal is irrevocable by the Proponent for 90 calendar days from the Closing Time.

Proposals will not be opened publicly.

## **2.12 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms and conditions contained in its Proposal.

## **2.13 Amendments to the RFP**

Subject to Section 2.2 (RFP Tentative Schedule) and Sections 2.5.2 (Question and Answers) and 2.5.3 (Issued Addenda), MMC has the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFP. The Proponent is responsible to ensure it has received and reviewed all Q&A's and Addenda.

## **2.14 Clarification of Proponent's Proposal**

MMC has the right at any time after the Closing Time to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent. MMC is not obliged to seek clarification of any aspect of any Proposal.

Any clarification sought is not an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by MMC from a Proponent in response to a request for clarification from MMC may be considered to form an integral part of the Proponent's Proposal, in MMC' sole discretion.

MMC may provide each Proponent with an opportunity to correct an Unintentional Error of Form between the opening of the Proposals and the awarding of the Agreement.

If a Proponent discovers an Unintentional Error of Form between the opening of the Proposals and the awarding of the Agreement, the Proponent must immediately provide MMC with a written explanation as to the Unintentional Error of Form.

If MMC considers that there is an Unintentional Errors of Form in a Proposal, MMC may request the Proponent to clarify the Unintentional Error of Form.

In each instance, in the event that there is a dispute as to whether a particular error is an Unintentional Error of Form, MMC in its sole discretion will determine the same and inform the Proponent accordingly.

## **2.15 Verification of Information**

MMC has the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration or discussion by whatever means MMC may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable; or
- b. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability.

The Proponent must co-operate in the verification of information and is deemed to consent to MMC verifying such information.

## **2.16 Proposal Acceptance**

The lowest price Proposal or any Proposal may not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 4 (Evaluation Process), will form a part of the evaluation process.

## **2.17 Substantial Compliance**

MMC is required to reject Proposals which are not substantially compliant.

## **2.18 No Publicity or Promotion**

No Proponent will make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of MMC.

In the event that a Proponent makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, MMC is entitled to take all reasonable steps as may be deemed necessary by MMC, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

## **2.19 Debriefing**

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, an unsuccessful Proponent may contact the Bid Administrator in writing requesting a debriefing from MMC, and MMC will conduct such debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

## **2.20 Bid Protest Procedure**

In the event that a Proponent wishes to review the decision of MMC in respect of any material aspect of the RFP process, the Proponent must submit a protest in writing to MMC within ten (10) Days of becoming aware of the circumstances giving rise to the bid protest.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing must include the following:

- a. a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b. a specific description of each act alleged to have breached the procurement process;
- c. a precise statement of the relevant facts;
- d. an identification of the issues to be resolved;
- e. the Proponent's arguments and supporting documentation; and
- f. the Proponent's requested remedy.

### Response to Contract Award Dispute Claim

A formal written response will be provided to the Proponent within forty-five (45) Days of receipt of the original dispute claim indicating disposition of the matter unless such time period is extended in order to obtain input from outside experts.

## **Part B Additional Terms**

### **2.21 Confidentiality**

#### **2.21.1 Confidential Information of MMC and the Purchaser**

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- a. remains the property of MMC and will be removed from MMC's premises only with the prior written consent of MMC;

- b. must be treated as confidential and will not be disclosed except with the prior written consent of MMC;
- c. must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and
- d. must be returned to MMC upon request.

### **2.21.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, MMC will treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation does not include any information that is or becomes generally available to the public other than as a result of disclosure by MMC.

Notwithstanding any other provisions in this RFP regarding confidentiality, the CFTA requires the total value of any Agreement resulting from this RFP to be published in an award notice. By submitting a response to the RFP, the Proponent agrees to the publishing of the total value of any Agreement should the Proponent be awarded work hereunder.

During this RFP process, none of MMC or the Purchaser, or any of their representatives or agents, is under any obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because MMC or the Purchaser has refused to execute any confidentiality agreement, the Proponent will receive no points for that particular stage of the evaluation process.

### **2.21.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

### **2.21.4 Personal Information**

Personal Information will be treated as follows:

- a. Submission of Information - The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. All such information will be maintained for a period of seven (7) years from the time of collection. Should MMC request such information from the Preferred Proponent during the evaluation process to finalize any Agreement that may be awarded from this RFP, MMC will treat this information in accordance with the provisions of this section.

- b. Use - Any Personal Information that is requested from each Proponent by MMC will only be used to select the qualified individuals to undertake the work required by this RFP and to confirm that the work performed is consistent with these qualifications.
- c. Consent - It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to MMC. As set out in Section 2.22 FIPPA, MMC will consider that the appropriate consents have been obtained for the disclosure to and use by MMC of the requested information for the purposes described.

### **2.21.5 Non-Disclosure Agreement**

MMC reserves the right to require any Proponent and relevant personnel of any Proponent to enter into a non-disclosure agreement satisfactory to MMC.

### **2.22 Freedom of Information and Protection of Privacy Act (Ontario)**

The *Freedom of Information and Protection of Privacy Act* (Ontario) (“**FIPPA**”) will apply to information provided by Proponents. Proposals are received in confidence subject to the disclosure requirements of FIPPA. Each Proponent should identify any portions of its Proposal that it believes constitutes a trade secret or scientific, technical, commercial, financial or labour relations information that would harm the Proponent’s competitive position if disclosed. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court or tribunal. Generally, only specific portions of your Proposal should be identified.

By submitting a Proposal, including any Personal Information requested in this RFP, the Proponents agree to the use and disclosure of such information for the evaluation process, for any audit of this procurement process and for contract management purposes. The Purchaser may assume that the Proponent has obtained any necessary consent in the event that any Personal Information is submitted.

If a Proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the Bid Administrator.

### **2.23 Accessibility for Ontarians with Disabilities Act**

#### **Compliance with Accessibility Standards**

The Proponent must be capable of delivering accessibility consistent with the *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”) and its regulations, to the extent applicable. Proponents are required to comply with the Purchaser’s accessibility standards, policies, practices and procedures, as the same may be in effect during the term of any Agreement and apply to the Services to be provided by the Proponent.

The Agreement requires that the successful Proponent provide all Services in accordance with the AODA and its regulations.

## **2.24 Competition Act**

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home> , and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

## **2.25 Trade Agreements**

Proponents should note that procurements coming within the scope of either Chapter 5 of the CFTA or Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement (“**CETA**”) or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties are governed by the specific terms of this RFP. For more information, please refer to the CFTA website at <https://www.cfta-alec.ca/> or to the CETA website at <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng> or the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.ontario.ca/business-and-economy/trade-and-cooperation-agreement-between-ontario-and-quebec> .

## **2.26 Permits, Licences and Approvals**

Proponents must obtain all permits, licences and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences and approvals are the responsibility of, and must be paid for by, the Proponent.

Where a Proponent is required by Applicable Laws to hold or obtain any permit, licence or approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by a Purchaser is considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, license or approval.

## **2.27 Intellectual Property**

The Proponent must not use any intellectual property of MMC or the Purchaser, including but not limited to, logos, registered trademarks or trade names, at any time without the prior written approval of MMC or the Purchaser, as applicable.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFP remain the exclusive property of MMC and/or the Purchaser.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any publication, journal or professional conference must be made to MMC and prior approval must be obtained in writing from the Bid Administrator.

## 2.28 Rights of MMC – General

In addition to any other express rights or any other rights which may be implied in the circumstances, MMC reserves the right to:

- a. after the Closing Time and prior to award, request all Proponents to re-submit their Proposal with their best and final offer (BAFO);
- b. make public the names of any or all Proponents;
- c. request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at MMC' discretion, provided that any clarification or submission of supplementary written information is not an opportunity for the Proponent to correct errors (other than those deemed to be Unintentional Errors of Form as per Section 2.14) in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- d. request review of abnormal pricing in a Proponent's Proposal, as permitted by Article 515.6 of the CFTA;
- e. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in MMC' sole discretion;
- f. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.15 Verification of Information;
- g. check references other than those provided by Proponents;
- h. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with MMC impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- i. disqualify a Proposal where the Proponent has previously breached a contract with the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of MMC;
- j. disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- k. identify a specific question, or specific questions, which require a Proponent to achieve a minimally acceptable score in order to qualify for the award;

- l. eliminate the Proponent with the lowest score for General Requirements or any Proponent whose score for General Requirements is below 50% of the maximum score for General Requirements;
- m. eliminate any Proponent whose bid price is 25% more or less expensive than average bid price of all other Compliant Proponents;
- n. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- o. accept or reject a Proposal if only one Proposal is submitted;
- p. reject a subcontractor proposed by a Proponent within a consortium;
- q. select any Proponent other than the Proponent whose Proposal reflects the lowest cost to MMC;
- r. cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
  - (i) MMC determines it would be in the best interest of MMC and/or the Purchaser not to award an Agreement;
  - (ii) the Proposal prices exceed the bid prices previously received by MMC for Services of a similar nature;
  - (iii) the Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources;
  - (iv) the Proposal prices exceed the funds available for the proposed Services; or
  - (v) the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved;

and where MMC cancels this RFP, MMC may do so without providing reasons, and MMC may thereafter issue a new request for proposals, request for qualifications, sole source or do nothing;
- s. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- t. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against MMC or the Purchaser or is otherwise engaged in a dispute with MMC, or the Purchaser.

By submitting a Proposal, the Proponent authorizes the collection by MMC of the information identified in this RFP, which MMC may request from any third party.

## **2.29 Rights of MMC – Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within ten (10) Business Days from being notified of its position as the Preferred Proponent, MMC may, in its sole discretion:

- a. extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, MMC may, in its sole discretion, terminate the discussions;
- b. exclude the Preferred Proponent's Proposal from further consideration; and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

MMC may also cancel this RFP in the event the Preferred Proponent fail to obtain any of the permits, licences and approvals required pursuant to this RFP.

## **2.30 Proponent's Costs**

Every Proponent must bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the Closing Time; and
- e. any discussion or negotiation, if any, in respect of the Agreement.

## **2.31 No Liability**

The Proponent agrees that:

- a. any action or proceeding relating to this RFP process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.

- c. it will not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if MMC commits a material breach of the terms of this RFP, the liability to the Proponent, and the aggregate amount of damages recoverable against MMC or any Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of MMC or any Purchaser, will be no greater than the Proposal preparation costs that the Proponent seeking damages from MMC or any Purchaser can demonstrate.

### **2.32 Assignment**

The Proponent cannot assign any of its rights or obligations hereunder during the RFP process without the prior written consent of MMC. Any act in derogation of the foregoing is null and void.

### **2.33 Entire RFP**

This RFP and all Schedules hereto form an integral part of this RFP.

### **2.34 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP prevails over the Schedules during the RFP process.

### **2.35 Governing Law**

The RFP, the Proponent's Proposal, and any resulting Agreement are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **Article 3 General Requirements**

The General Requirements set out in this RFP, including all related schedules, will be scored and failure by a Proponent to meet any requirement will affect the Proponent's evaluation and final score under Article 4 (Evaluation Process). Every Proponent should provide its responses to the requirements in the format described in this RFP, including any Schedules provided with this RFP, or as otherwise directed by MMC through Bonfire.

### **3.1 Proposal Format**

#### **3.1.1 General**

Every Proponent must provide its responses to the RFP by submitting the information requested, in the form specified, in this RFP and on the Bonfire platform, including any Schedules provided with this RFP or as otherwise directed to be attached within the corresponding attachment requirements.

#### **3.1.2 Forms and Schedules**

Proposals must be submitted in accordance with the instructions set out in this RFP. Proposals must be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original copy of a Proposal and any of the copies, the original prevails.

### **3.2 Conflict of Interest**

MMC requires the prospective Proponents to declare any Conflict of Interest or other Unfair Advantage in performing or observing the contractual obligations that are set out in this document in their RFP response by fully completing the Unfair Advantage and Conflict of Interest Schedule that is provided with this RFP.

### **3.3 Technical Issues**

Proponents are to contact Bonfire for support should any issues arise with respect to uploading documents as part of their Proposal.

Bonfire:

Training and technical support available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1-800-354-8010

### **3.4 Bid and Performance Security**

#### **3.4.1 Bid Security**

N/A

#### **3.4.2 Performance Security**

Each Proponent must submit a digital unconditional agreement to bond, uploaded to Bonfire, issued by a surety organization ("Surety Company") licensed to conduct surety and

insurance business in the Province of Ontario, undertaking to provide performance bond and labour and material payment bond, each in the amount of fifty percent (50%) of the contract price arising from the acceptance of the Proposal (“Agreement to Bond”).

The Agreement to Bond must be electronically verifiable by the Purchaser or MMC with respect to the totality and wholeness of the form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company. The Agreement to Bond must be valid for the duration of the irrevocability period as measured from the date of bid submission. A photocopy, scanned copy, and/or facsimile copy of the Agreement to Bond is not acceptable.

The actual performance bond and the labour and material payment bonds must be delivered to the Purchaser if the Proponent is awarded the Agreement on or before the date of execution of the Agreement. Each of the performance bond and the labour and material payment bond must be made upon the respective forms prescribed by the Construction Act (Ontario): Form 32 and Form 31.

Proponents must include the cost of the bonds in the bid price.

## **Article 4 Evaluation Process**

### **4.1 General**

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The specific needs and objectives of the Purchaser have been documented in this RFP, as applicable. MMC will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

<b>Description and Scoring</b>	
Stage I – Mandatory Requirements	Pass/Fail
Stage II – General Requirements	100%
Stage III – Pricing	Lowest compliant bid
Stage IV – Reference Validation (optional)	Pass/Fail

### **4.2 Stage I – Review of Mandatory Requirements**

Proposals that do not meet the mandatory requirements will be disqualified. Proponents are to respond to the mandatory requirements of this RFP in the form described in this RFP or as otherwise directed by MMC through Bonfire.

Notwithstanding the foregoing, MMC reserves the right to accept or reject any Proposal that is incomplete, obscure or irregular, that contains exceptions or variations, or that omits any matter required to be submitted that is not identified in this RFP as being mandatory, which may include, but not be limited to, alerting Proponents to any obvious mistake or omission in regard to a submitted Proposal and allow such time as MMC considers reasonable to rectify such mistake or omission. While MMC has the discretion to alert a Proponent, MMC is under no duty to do so. Proponents remain responsible for the content and accuracy of their Proposal.

### **4.3 Stage II – Evaluation of General Requirements**

Proponents are to respond to the General Requirements of this RFP in the format described in this RFP, including any Schedules and Appendices provided with this RFP, or as otherwise directed by MMC through Bonfire.

MMC, at its discretion, may engage in negotiations with Proponents and may seek or permit revisions of such Proposals.

As part of the evaluation of the general requirements, MMC will identify suppliers with evaluation scores for Stage II that fall below a threshold of ten (10%) of the average of the general/technical evaluation scores for all Compliant Proponents. Suppliers who do not

achieve this threshold will not remain in consideration and will not proceed to the next stage of evaluation.

<b>Example of General Requirements Evaluation Threshold</b>			
<b>Proposal</b>	<b>Stage II Score (Total Points Available = 100)</b>	<b>Formula Breakdown</b>	<b>Technical Weighting (Fifteen (15%) percent below the average)</b>
Proponent A	90	<b>Average Score</b> 75 points  <b>10% Deviation to Average Score</b> 75 points x 10% = 7.5 points  <b>Pass Threshold</b> 75-7.5 = <b>67.5 points</b>	Proceed to Stage III - Pricing
Proponent B	80		Proceed to Stage III - Pricing
Proponent C	55		<b>Below 67.5 Points DOES NOT</b> Proceed in RFP Process

#### 4.4 Stage III - Pricing

Pricing information, which is to be provided as part of a Proposal, will be scored based on a pricing formula established by the Evaluation Team. Each Proponent will receive a percentage of the total possible points allocated to price for the Services. For clarity, the pricing formula is included in the Schedules attached to this RFP.

Proponents are to complete the provided Price Form and upload it to the Bonfire Pricing Envelope in accordance with the instructions contained in this RFP.

Those Proponents who passed the Stage I - Mandatory Requirements, moved to Stage II - General Requirements, attained the minimum Passing Threshold score, will have their Price Form reviewed. The Proponents in Stage III - Pricing will have their Price Form evaluated for completeness and compliance.

MMC reserves the right to request review of abnormal pricing in a Proponent's Quotation, as permitted by Article 515.6 of the CFTA.

All pricing must be quoted in Canadian dollars exclusive of applicable Canadian Federal or Provincial sales and value-added taxes.

#### **4.5 Stage IV – Reference Validation (Pass/Fail) - Optional**

Proponent scores from Stage II and Stage III of this RFP process will be combined and the Proponent with the highest total score will be identified as the Preferred Proponent, pending the successful client reference check, at the sole discretion of the Purchaser.

The Purchaser, at its sole discretion, reserves the right to contact any of the project references provided by the Preferred Proponent, as part of the reference validation process as outlined. If references are contacted, they will be provided a form for completion which will require their feedback related to their experience working with the Proponent. It is strongly encouraged that Proponents advise submitted references of their inclusion in the Proposal and the potential for being contacted as part of the evaluation process for this RFP.

References will be assessed on a pass/fail basis as to their satisfaction with the services rendered, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team. MMC will utilize the references provided in the Proponents response to Project Reference Appendix 4 for the purpose of validation.

The Purchaser will validate as many references as the Purchaser/Evaluation Team may deem appropriate, and such references may be conducted in-person or by telephone, as the Purchaser/Evaluation Team may determine in its sole discretion. Notwithstanding the foregoing, the Proponent acknowledges and agrees that the Purchaser has the right, in its sole discretion, to contact persons in addition to those offered as references to verify any Proponent's statement or claim made in the Proponent's Proposal.

If the references for the Preferred Proponent fail to be successfully validated, the Purchaser at its sole discretion, reserves the right to move on to the next highest scoring Proponent and seek successful validation of their client references, without obligation to the initial Preferred Proponent.

#### **4.6 Identifying the Preferred Proponent**

The Proponent(s) Price Form in Stage III – Pricing is reviewed for completeness and compliance, the Proponent with the lowest submitted Bid Price will be identified as the Preferred Proponent, at the sole discretion of the Hospital.

After identifying the Preferred Proponent, the Hospital may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponents, or it may, in its sole discretion,

- a) prior to making the award, enter into a letter of intent with the Preferred Proponent, on terms satisfactory to the Hospital, as an interim measure; and
- b) negotiate changes, amendments, or modifications to the Preferred Proponent's Proposal.

#### **4.7 Tie Score**

In the event of a tie score between two or more Proposals on completion of the evaluation process, MMC will break the tie by selecting the Proponents with the lowest bid price and

request a Best and Final Offer (BAFO) from those Proponents only. The Proponent that provides the lowest bid price at the conclusion of the BAFO process will be identified as the Preferred Proponent.

#### **4.8 Discussions with Preferred Proponent**

After identifying the Preferred Proponent, if any, MMC may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion,

- a. prior to making the award, enter into a letter of intent with the Preferred Proponent or have the Purchaser enter into an interim purchase order, on terms satisfactory to MMC, as an interim measure; and
- b. negotiate changes, amendments, or modifications to the Preferred Proponent's Proposal.

MMC is at all times entitled to exercise its rights under Section 2.28 (Rights of MMC – Preferred Proponent).

The award of any Agreement under this RFP is subject to the Purchaser obtaining any necessary authorizations and approvals required in connection with the Project, including the approval of any relevant committees and/or boards.

For clarity, MMC makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

Once the Preferred Proponent's references are successfully validated, MMC will notify the Preferred Proponent in writing of its intent to award an Agreement subject to the terms of this RFP.

The Agreement will be executed substantially in the form of the Form of Agreement that is attached to this RFP.

#### **4.9 Notification to Other Proponents of Award and Debriefing**

Once an Agreement has been entered into between the Purchaser and the Preferred Proponent, the other Proponents will be notified by MMC of the award of the Agreement to another Proponent. As detailed in 2.19 (Debriefing), not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, an unsuccessful Proponent may contact the Bid Administrator in writing requesting a debriefing from MMC, and MMC will conduct such debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

Debriefings are intended to provide bidders with feedback on the strengths and weaknesses of their Proposal, as well as other relevant information on the RFP and evaluation process.

## RFP SCHEDULES

## Scope of Work Schedule

1. Proponents must refer to the following specifications, drawings and other technical documentation attached as separate files:

Item #	Document
1.	<b>Specifications and Drawings</b>
2.	2023-21-LHC-11 MABEL WAY-BMNVL-BID-14NOV2024 (29 Pages)
3.	2024-01-LHC-11MABEL BRUCE WAY-BMNVL-SPECS-14NOV2024-BID (2466 Pages)

### 2. Other Material Disclosures

- PMA LHB – Enabling Early Works
- GHD Designated Substances and Hazardous Materials 22 Nov 2023
- LH Contractor Procedure Manual – Revised 11-2024 – Final

### 3. Health and Safety Requirements

The contractor is to ensure the following Health and Safety Requirements are met at all times:

- The Lakeridge Health, Health & Safety rules must be followed at all times while performing this work.
- Be cognizant of the fact that this installation work must be performed in a fully functioning hospital where patient activities remain in regular operation. A clean and safe environment is to be maintained at all times for the patients as per the Lakeridge Health, Health & Safety rules, regarding Infection Prevention and Control (IPAC) requirements during health care design, construction and renovation.

### **Form of Agreement Schedule**

The Preferred Proponent is required to accept and to be bound by all of the terms and conditions contained in the attached Agreements.

Please refer to the following separately attached files:

- CCDC 2 - 2020 Stipulated Price Contract
- Lakeridge Health - Standard Supplementary General Conditions CCDC2-2020

## Mandatory Requirements Schedule

Proponents are required to submit responses via Bonfire to the following mandatory requirements:

REQUIRED (MANDATORY) DOCUMENTATION	PASS/FAIL (P/F)
<b>Attended Mandatory Site Meeting</b>	P/F
<b>Confirmed use of pre-qualified Mechanical and Electrical Contractor</b>	P/F
<b>Proposal Submission Form</b> Download, complete and attach completed Appendix 1 form	P/F
<b>WSIB Clearance Certificate</b> Attach a valid Ontario WSIB Certificate or its equivalent	P/F
<b>Proof of Insurance</b> From your insurer confirming your coverage currently meets the minimum requirements specified in the CCDC Insurance Requirements. Certificate must confirm that Commercial General Liability (CGL) coverage is no less than \$5 million per occurrence and \$10 million in aggregate within any policy year.  As an alternative, the Proponent can provide a letter from its' insurers confirming that the Proponent meets such insurance requirements and provide certificates of insurance prior to the contract award.  By submitting the proof of insurance, the Proponent acknowledges it understands that the Purchaser must be indicated as 'additional insured' to fulfill the insurance requirements set out in the Form of Agreement	P/F
<b>Health and Safety Certifications</b> The Proponent must provide proof of their most recent training/certification for the key project personnel who will provide services on the work site in the following areas: <ul style="list-style-type: none"> <li>• Worker Health and Safety Awareness training &amp; Supervisor Awareness / Competency training</li> <li>• WHMIS for Employee and Supervisor</li> <li>• Hazardous Materials Awareness and compliance with the designated substance regulation (i.e. Asbestos)</li> </ul> <b>(Proof of personnel certification/training is required)</b>	P/F
<b>Agreement to Bond</b> Attach a completed Appendix 2.	P/F

## General Requirements Schedule

Each Proponent will be required to have submitted the following evaluated criteria documentation described in the table below.

Evaluated Criteria	Scoring Value
<p><b><u>Company Background &amp; Executive Summary</u></b></p> <p><b><u>Using Attachment 1.1</u></b></p> <ul style="list-style-type: none"> <li>▪ Provide a brief overview of your company, including the number of years in operation and a track record relevant to the scope of this RFP, particularly within healthcare or large campus environments. Highlight notable accomplishments.</li> </ul>	<b>10</b>
<p><b><u>General Contractor Related Project Experience</u></b></p> <p><b><u>Using Attachment 1.2</u></b></p> <ul style="list-style-type: none"> <li>▪ Provide a brief overview of your company, including the number of years in operation and a track record relevant to the scope of this RFP, particularly within healthcare or large campus environments. Highlight notable accomplishments.</li> </ul>	<b>10</b>
<p><b><u>Historical Building Mover Contractor</u></b></p> <ul style="list-style-type: none"> <li>• Executive Summary from Contractor/Consultant</li> <li>• Project Approach and Methodology</li> <li>• Describe at least (2) two project examples of similar size/scope completed within the past (5) five years, starting with the most recent project. Include the following details for each project: <ul style="list-style-type: none"> <li>○ Project title</li> <li>○ Nature and scope of the assignment</li> <li>○ Project duration (start and end dates)</li> <li>○ Project value</li> <li>○ Key technical challenges faced and overcome</li> <li>○ Key Personnel</li> <li>○ Reference contact information (name, designation, email address, telephone number)</li> </ul> </li> </ul>	<b>30</b>

Evaluated Criteria	Scoring Value
<p>Projects will be scored based on their relevance to the overall scope of this RFP.</p>	
<p><b><u>General Contractor Key Personnel</u></b></p> <p><b><u>Using Attachment 1.3</u></b></p> <p>Submit key personnel proposed for the project, including at a minimum:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Site Foreman/Supervisor</li> </ul> <p>Include qualifications, specific skills related to Scope of this RFP, work experience, certifications, and experience working on a similar project.</p>	<p><b>10</b></p>
<p><b><u>Methodology and Approach</u></b></p> <p><b><u>Using Attachment 1.4</u></b></p> <ul style="list-style-type: none"> <li>• Describe what methods and skills will be deployed to manage supplier lead times and specialty co-ordination, within the project schedule constraints.</li> </ul>	<p><b>15</b></p>
<p><b><u>Project Schedule</u></b></p> <ul style="list-style-type: none"> <li>▪ This section evaluates the Proponent's ability, capacity and resources to plan and implement the scope of work within the Owner's timeline , sequencing of work, site constraints, access plan and working hours stated in the Specifications and Drawings. Provide steps involved in project initiation planning and execution. A Gantt chart should be provided clearly reflecting the project critical path and milestones.</li> </ul>	<p><b>25</b></p>
<p><b>Evaluated Criteria</b></p>	<p><b>100</b></p>

## Attachment 1.1 – Company Background and Executive Summary

Proponent Name:	

**Attachment 1.2 – General Contractor Related Project Experience**

Proponent Name:	

Please describe previous similar projects completed in the last 5 years as it pertains to the scope of work in this RFP. Please provide two (2) project examples, using Project Experience forms provided on the following pages.

The evaluation criteria to be applied, in the sole and absolute discretion of the Purchaser, in relation to the information provided reference projects are summarized below:

- Reference projects should be comparable in scope and value to this Project;
- Use of Proponent Key Project Personnel; and;
- Reference projects were completed within the past five (5) years.

Validation of the information provided stated may include feedback from references.

## Project Form (1 of 2)

PROJECT SAMPLE	
Proponent Name:	
Client Name and address:	
Project Name:	
Project Scope and Summary	
Proponent Project Manager:	
Proponent Site Superintendent	
Briefly describe any challenges encountered and actions taken to correct.	
Architect/Designer:	
Contract Start Date:	
Contract Completion Date:	
CONTRACT BID VALUE:	\$
CONTRACT FINAL VALUE:	\$
Client Contact Name:	
Client Contact Information	Telephone <span style="margin-left: 150px;">E-mail</span>

**Project Form (2 of 2)**

<b>PROJECT SAMPLE</b>	
Proponent Name:	
Client Name and address:	
Project Name:	
Project Scope and Summary	
Proponent Project Manager:	
Proponent Site Superintendent	
Briefly describe any challenges encountered and actions taken to correct.	
Architect/Designer:	
Contract Start Date:	
Contract Completion Date:	
CONTRACT BID VALUE:	\$
CONTRACT FINAL VALUE:	\$
Client Contact Name:	
Client Contact Information	Telephone <span style="float: right;">E-mail</span>

### Attachment 1.3 – General Contractor Key Personnel

Please submit in separate pages detailed resumes of your team members assigned to this project, including Project Manager and Supervisor/Site Foreman at a minimum.

Please provide your key personnel’s experience, using Key Personnel Forms provided on the following pages.

#### Key Personnel Form (1 of 2)

Project Manager

Supervisor/Site Foreman

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member’s relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	

KEY PERSONNEL EXPERIENCE	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone <span style="float: right;">E-mail</span>

**Key Personnel Form (2 of 2)**

Project Manager

Supervisor/Site Foreman

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	

**KEY PERSONNEL EXPERIENCE**

Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

**Attachment 1.4 - Methodology and Approach**

Proponent Name:	

## **Pricing Schedule**

### **1. Price**

The Proponent is to complete the pricing portion of its Proposal in accordance with the instructions contained in this RFP, provided that the following applies:

- a. all prices should be provided in Canadian funds and include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage, insurance, and warranties, and not be subject to adjustment for fluctuation in foreign exchange rates. All prices must be quoted exclusive of applicable taxes. If the Proponent does not quote in Canadian dollars, MMC has the right to convert the Proponent's quote to Canadian dollars using the Bank of Canada exchange rate in effect on the Closing Date. Taxes, if applicable, should be stated separately;
- b. Subject to Inflationary Adjustment of the Agreement, all prices quoted, unless otherwise instructed in this RFP, remain fixed for the intended term of the Agreement as set out in the RFP. For greater clarity, unless the prices are adjusted in line with Inflationary Adjustment of the Agreement, the prices will remain constant for the intended term of the Agreement as set out in the RFP. For prices quoted in other than Canadian dollars, the Canadian dollar equivalent as calculated in (a) above remains firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price or rate submitted prevails;
- d. the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement, that it has factored all of the provisions of the Form of Agreement into its pricing assumptions, calculations and into its proposed Pricing.

### **2. Pricing**

All pricing should be quoted as outlined in the RFP.

The prices are to be input where indicated on the Bonfire portal so that pricing information may be kept separately from other required information.

If pricing is submitted for the same Service in more than one category, the price must be exactly the same. When more than one price has been submitted for a Services, only the lowest price will be used in evaluating the Proponent's response and in developing the Agreement should the Proponent be determined to be a Preferred Proponent.

### **3. Additional Requirements**

Pricing proposal must be submitted in Bonfire

Additional information/document related to the mandatory requirements or general requirements submitted in Bonfire will not be considered.

The financial evaluation will be determined based on the Total Base Bid Price (Part A of Appendix 3 - Price Form). Where Alternative Prices are requested for the alternative items identified by the Purchaser, and provided that any or all of the Alternatives are accepted by the Purchaser, the financial evaluation will be determined based on the sum of the Total Base Bid Price (Part A of Appendix 3 - Price Form) and the selected Alternative Prices (Part B of Appendix 3 - Price Form).

## **Information Practices Schedule**

### **Collection, Use and Disclosure of Personal Health Information (PHI)**

1. The Proponent agrees to receive PHI from the Purchaser in accordance with the requirements of s. 17 or, in the case of health information network providers, s. 10(4) of the *Personal Health Information Protection Act, 2004* (Ontario) (“**PHIPA**”) and its related regulations, as part of the Proponent’s provision of services to and on behalf of the Purchaser, and not on the Proponent’s behalf or for the Proponent’s own purposes.
2. For greater specificity pursuant to the Proponent’s obligations under section 1 of this Information Practices Schedule, in the event that the Proponent is a health information network provider under PHIPA, the Proponent will provide the Purchaser with a Privacy Impact Assessment and a Threat Risk Assessment with respect to the services to be provided to the Purchaser pursuant to the Agreement.
3. The Proponent will only use as much PHI as is reasonably necessary to perform its obligations under the Agreement and will make PHI available only to those employees who require access in order to satisfy those obligations.
4. The Proponent will only use and disclose any PHI it receives from the Purchaser as is permitted or required under the Agreement or the laws of Canada and/or the province of Ontario.
5. The Proponent will ensure that any of its agents or subcontractors to whom the Proponent provides the Purchaser PHI has agreed in writing to the same restrictions and conditions that apply to the Proponent with respect to PHI.
6. The Proponent will not disclose PHI, or any information, to any affiliated or unaffiliated third party without the prior written consent of the Purchaser.
7. The Proponent will maintain a log of access and disclosure of PHI by the Proponent and the Proponent’s personnel and make such log available to the Purchaser as and when requested.

### **Practices to Protect Personal Health Information**

8. The Proponent will employ appropriate safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of PHI.
9. The Proponent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
10. The Proponent will not transmit or store any confidential information of a Purchaser, including PHI, by or on any electronic mobile computing device or data storage system whatsoever without the express permission of the Purchaser. Where

permitted to do so by the Purchaser, the Proponent must ensure that the mobile computing device is strongly encrypted (minimum 256 bit, or any future, then current, standard) and that the encryption status can be positively verified by the Purchaser as being in place prior to the storage or transmission of the information.

11. The Proponent will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements and employee sanctions.
12. The Proponent will ensure that all employees who have access to PHI from the Purchaser have undergone screening that includes reference checks.
13. The Proponent will ensure that its employees who are fired, resign or no longer require access to PHI from the Purchaser return all PHI to the Purchaser and can, thereafter, no longer access applications, hardware, software, network and facilities belonging to either the Proponent or the Purchaser.
14. The Proponent will revoke any user's access to PHI if security is breached and on the Purchaser's reasonable request.
15. At the termination of the Agreement, the Proponent will return or destroy all PHI received from, created or received by the Proponent on behalf of the Purchaser that the Proponent maintains custody of in any form and will retain no copies of PHI thereafter. The Proponent will certify to the Purchaser that all such PHI has been returned or destroyed, as the case may be. If such return or destruction of PHI is not feasible, the Proponent will notify the Purchaser of this fact, extend the protections of the Agreement to all PHI in your custody and will cease all further uses and disclosures.

#### **Notification of and Communication with the Purchaser**

16. The Proponent will provide the Purchaser with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Purchaser within twenty-four (24) hours of any changes in the identity of the responsible person.
17. The Proponent will provide notice to the Purchaser's Privacy Office if the nature of the Proponent's business and the services being provided to the Purchaser require that the Purchaser PHI must be transmitted or access be provided to any of the Proponent's personnel or to any facility situated outside of the province the Purchaser operates in. When providing notice, please specify where outside of the province the Purchaser operates in the PHI will be transmitted or from where it will be accessed. The successful Proponents will be provided with the Purchaser's Privacy Office information upon request, subsequent to the award.

18. The Proponent will report to the Purchaser's Privacy Office at the Proponent's first reasonable opportunity, but in any event no more than forty-eight (48) hours after the Proponent becomes aware of any use, disclosure (including being legally compelled), theft or unauthorized access of PHI by the Proponent or any of your agents or subcontractors to whom you provide the Purchaser PHI.
19. The Proponent will refer anyone trying to access, correct or complain about their PHI to the Purchaser's Privacy Office within forty-eight (48) hours of receiving the complaint or request for access or correction. The Proponent will cooperate with and assist the Purchaser in the management of any such request for access or correction or complaint.
20. The Proponent will, upon request, make PHI available to the Purchaser for amendment and incorporate any amendments into the Proponent's records of PHI. During the term of the Agreement, the Proponent may never deny the Purchaser access to its patients' PHI.
21. The Purchaser reserves the right to: inspect any goods used or records maintained by the Proponent in connection with the provision of Goods or services; question the Proponent's personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices.

#### **Additional Purchaser Rights**

22. Notwithstanding anything else contained in the Agreement, the Proponent authorizes, acknowledges and accepts termination without notice of the Agreement by the Purchaser in the event that the Purchaser determines the Proponent has violated any of these practices.
23. All of the privacy terms in this Information Practices Schedule survive the termination of the Agreement.
24. The Purchaser reserves the right to go to court to obtain an order stopping or preventing the Proponent from violating the privacy terms in this Information Practices Schedule. The Proponent acknowledges that any breach of these practices may result in the Purchaser suffering irreparable harm.

## Proponent Confirmation Schedule

The submission of a Proposal will be interpreted to mean that the Proponent:

- a) is fully aware and informed as to the extent and character of the Goods/Services and related services required;
- b) is fully aware that if the Proponent is a non-resident under the *Income Tax Act* (Canada) and amounts payable to the Proponent under this Agreement are subject to withholding taxes under Applicable Laws, the Purchasers shall withhold and remit such amounts to the applicable taxing authority in accordance with Applicable Laws;
- c) has the legal and financial capacities, and commercial and technical abilities to undertake the requirements of this RFP;
- d) is not bankrupt or insolvent;
- e) has not made any false declarations as it relates to this RFP;
- f) did not have any significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with any participating Purchasers;
- g) does not have any final judgment in respect of serious crimes or offences;
- h) has not conducted any professional misconduct or acts of omissions that adversely reflect on the commercial integrity of the Proponent;
- i) has not failed to pay taxes;
- j) warrants that the goods and services that the Proponent is proposing to provide to the Purchaser are not the result of, and in no way involve, forced labour or child labour (as such terms are defined in Canada's *Fighting Against Forced Labour and Child Labour in Supply Chains Act*);
- k) can furnish the required Goods/Services;
- l) accepts all the terms and conditions of this RFP; and
- m) acknowledges that it has read, understood and agreed to the terms and conditions of this RFP.