



REQUEST FOR PROPOSALS (RFP)

RFP NO. CW25733

FOR

**GEORGIAN BAY GENERAL HOSPITAL
PHARMACY MODERNIZATION PROJECT**

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 Background	7
1.6 Objectives.....	8
1.7 Agreement.....	9
1.8 Project Information and Background	9
1.9 Anti-Racist, Anti-Discrimination and Anti-Oppression Commitment.....	10
1.10 Environmental Social and Governance at MMC	11
1.11 Supplier Performance Evaluation	11
Article 2 RFP Terms and Procedures	13
Part A Procedure.....	13
2.1 Bid Administrator	13
2.2 RFP Tentative Schedule.....	14
2.3 Site Meeting.....	15
2.4 Information.....	15
2.5 Clarification and Questions.....	16
2.6 Proposal Submission.....	17
2.7 Withdrawal of Proposal.....	19
2.8 Amendment of Proposal	19
2.9 Completeness of Proposal.....	19
2.10 Proponent's Proposals	19
2.11 Proposal Irrevocability	19
2.12 Acceptance of RFP.....	20
2.13 Amendments to the RFP	20
2.14 Clarification of Proponent's Proposal.....	20
2.15 Verification of Information	20
2.16 Proposal Acceptance.....	21
2.17 Substantial Compliance	21
2.18 No Publicity or Promotion	21
2.19 Debriefing	21
2.20 Bid Protest Procedure	22
Part B Additional Terms.....	22
2.21 Confidentiality	22
2.22 <i>Freedom of Information and Protection of Privacy Act (Ontario)</i>	24
2.23 Accessibility for Ontarians with Disabilities Act.....	24
2.24 Competition Act	24
2.25 Trade Agreements.....	25
2.26 Permits, Licences and Approvals	25
2.27 Intellectual Property.....	25
2.28 Rights of MMC – General	25
2.29 Rights of MMC – Preferred Proponent	28
2.30 Proponent's Costs	28
2.31 No Liability.....	28

Table of Contents

2.32 Assignment.....	29
2.33 Entire RFP	29
2.34 Priority of Documents	29
2.35 Governing Law	29
Article 3 General Requirements.....	30
3.1 Proposal Format.....	30
3.2 Conflict of Interest.....	30
3.3 Technical Issues.....	30
3.4 Bid and Performance Security	30
Article 4 Evaluation Process.....	33
4.1 General.....	33
4.2 Stage I – Review of Mandatory Requirements	33
4.3 Stage II – Evaluation of General Requirements.....	33
4.5 Stage III - Pricing	34
4.6 Stage IV – Reference Validation (Pass/Fail).....	34
4.7 Tie Score	35
4.8 Discussions with Preferred Proponent.....	35
4.9 Notification to Other Proponents of Award and Debriefing	36
RFP SCHEDULES.....	37
Scope of Work Schedule	38
Form of Agreement Schedule	39
Mandatory Requirements Schedule.....	40
Pricing Schedule.....	41
Information Practices Schedule	43
APPENDICES FORMS.....	44
Appendix 1 – Proposal Submission Form.....	45
Appendix 2 - Agreement to Bond.....	53
Appendix 3 – General Requirements.....	55
Appendix 3.1 - Executive Summary and Understanding the Requirements	58
Appendix 3.2 - Company Demonstrated Skill and Experience	60
Appendix 3.3 - Personnel Demonstrated Skill and Experience.....	65
Appendix 3.4 - Methodology and Approach.....	69
Appendix 3.5 – Health & Safety and Infection Prevention and Control (IPAC)	70
Appendix 3.6 – Client References	71
Appendix 4 – Price Form	73
Sample Supplier Performance Scorecard.....	77

REQUEST FOR PROPOSAL (“RFP”)

RFP NO: CW25733

Article 1 Introduction

1.1 Introduction

This RFP is being issued by the Purchaser Georgian Bay General Hospital (“GBGH”) to obtain Proposals for construction/renovation services related to the Pharmacy Modernization project from interested suppliers. Mohawk Medbuy Corporation (“MMC”) is representing the Purchaser as its Bid Administrator, as further defined in ARTICLE 2 – 2.1 Bid Administrator, and any rights or obligations of MMC enumerated herein will be exercised on the Purchaser’s behalf and in the Purchaser best interests.

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;
- 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. **“Price Form”** means the Forms provided by MMC as part of this RFP to be completed and submitted by the Proponents; **“Bid Form”** has the same meaning as **“Price Form”** in the RFP.
- s. **“Proponent”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent;
- t. **“Proposal”** means all of the documentation and information submitted by a Proponent in response to the RFP;
- u. **“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;

- v. **“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;
- w. **“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;
- x. **“Services”** means the services intended to be procured pursuant to this RFP;
- y. **“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
- z. **“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;
 - (iii) an attachment explicitly referred to in the body of a Proposal but omitted from the submission; and
- aa. **“U.S. Business”** means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that: (i) has its headquarters or main office located in the U.S., and (ii) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

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 Georgian Bay General Hospital to prospective suppliers to submit Proposals for the provision of construction services in the pharmacy. Refer to Scope of Work Schedule. (the “Services”).

1.5 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.

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.

1.6 Objectives

1.6.1 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.

1.6.2 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.

1.7 Agreement

1.7.1 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 executed Agreement.

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

1.8 Project Information and Background

1.8.1 Background and Current State

Georgian Bay General Hospital (GBGH) is a 113-bed acute care hospital serving the communities of Midland, Penetanguishene, and surrounding areas in Ontario, Canada. Established through the integration of Huronia District Hospital and Penetanguishene General Hospital in 2008, GBGH has a long history of providing healthcare services to the region. The hospital offers a range of services, including emergency care, inpatient medicine, obstetrics, general surgery, outpatient day surgery, intensive care, diagnostic imaging, and dialysis. GBGH serves a population base of 55,000, which expands to nearly 200,000 during peak tourism seasons. The hospital is committed to delivering exceptional care to every person, every time, as outlined in its vision statement. Located in historic Huronia on the shores of Georgian Bay, GBGH plays a vital role in ensuring accessible and high-quality healthcare for residents and visitors alike.

1.8.2 Summary Project Overview

Georgian Bay General Hospital (GBGH) requires construction services for the renovation of the pharmacy. **The project must commence at the end of February 2026, and Ready for**

Takeover date must occur before the end of June 2026. Proponent's submitted project schedule must clearly indicate the project start and end date as further detailed in this RFP, Appendix 3 – General Requirements - Project Approach and Timelines.

Please refer to scope of work documents for project specifications, drawings and details.

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.

1.8.3 Future/Desired State

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

The Purchaser is seeking to enter into the Agreement with the Preferred Proponent which would commence at the conclusion of this RFP process, on or around February 2026, and concluding at the substantial completion of the project, estimated to be on or around June 2026, 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.

It is paramount that the Contractor adhere to the project timelines i.e., commencement date and Ready for Takeover date. Failure to do so, will result in the Owner claiming liquidated damages.

1.9 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.

1.10 Environmental Social and Governance at MMC

MMC is committed to fostering a more sustainable future and supporting MMC Customers on their environmental social and governance (“**ESG**”) journey, without compromising the quality of service, care or their obligations under Applicable Laws. Our supplier community plays a critical role in MMC’s goal of building a diverse, sustainable, and resilient supply chain that considers reconciliation with Canada’s Indigenous peoples, promotes supplier diversity, enables environmental stewardship, social responsibility and governance, while delivering long-term value to MMC Customers.

The supply chain plays a critical role in reducing Canada’s carbon footprint. MMC is focused on partnering with suppliers who are committed to decarbonizing and providing sustainable products and services. As such, Proponents are encouraged to highlight any ESG programs, products, and/or services in relation to this RFx within the appropriate response sections, as this is an increasingly important area of focus for MMC and MMC Customers in the evaluation of Proposals. As MMC continues to develop our ESG program, enhanced ESG criteria will continue to be introduced into future RFx’s.

MMC and MMC Customers encourage our partners to support us on our ESG journey, as we commit to do the same, and bring sustainable, equitable, and innovative solutions to the Canadian market.

1.11 Supplier Performance Evaluation

As part of MMC’s efforts to provide greater value to its customers, the contractor’s performance will be measured by the Purchaser and tracked by MMC. A supplier performance scorecard and other performance indicators will be used to measure the contractor’s performance throughout the term of the Agreement, ensuring the Purchaser receives the services agreed in the Agreement. Supplier performance means the contractor meets or exceeds the contractual performance requirements established in the Agreement.

The supplier performance evaluation may be used by MMC to exercise its rights in accordance with 2.28 Rights of MMC – General.

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 Euna Procurement (formerly Bonfire) portal (“Euna”). For audit and transparency purposes please use Euna’s Q & A Board to communicate with the Bid Administrator at all times.

Name: Kashfia Quasem

Title: Strategic Sourcing Specialist

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	January 12, 2026
<u>Mandatory</u> Site Meeting Location: Georgian Bay General Hospital Address: 1112 St Andrews Dr, Midland ON – At the main entrance	January 20, 2026 1:00 PM EST
Questions to be Submitted in Writing (see Section 2.5.1 Submission)	January 26, 2026 5:00 PM EST
Last Date for Issuing Addenda	January 30, 2026
Closing Time	February 9, 2026 2:00 PM EST
Anticipated Award Date	February 2026

- 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 Euna.
- 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: Georgian Bay General Hospital 1112 St Andrews Dr, Midland ON (Meeting location: Main Entrance). 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 fifteen (15) to 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 Euna'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 Euna 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 Euna 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 Euna 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 Euna 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 Euna. 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 Euna 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 Euna 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 Euna 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 Euna to complete their response. It is important that Proponents be aware of any size limitations that may exist in Euna. Proponents should test document uploading well in advance of the Closing Time to ensure their Proposal can be successfully submitted. Unless Euna 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 Euna.

Proponents are to contact Euna 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 Euna you may be asked first to select which category you are going to submit to. Based on what you choose, Euna 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.
- 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:

Euna

- 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 Euna 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 Euna platform and will also receive an email of such confirmation number from Euna as validation of the Proponent's successful submission of its Proposal.

Once a Proponent receives its confirmation number from Euna, 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 sixty (60) 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's 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 Error 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

Preferred Proponent 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, whose Proposal bid price was evaluated, 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;
- 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;
- u. bypass a Proponent who has significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract with any Purchaser as measured by Purchaser's supplier performance scorecards;
- v. require all Proponents to declare whether they are a "U.S. Business"; and
- w. eliminate any Proponent that declares it is a U.S. Business.

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 Euna.

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 Euna 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 Euna for support should any issues arise with respect to uploading documents as part of their Proposal.

Training and technical support available at support.bonfire@eunasolutions.com or 1-800-354-8010

3.4 Bid and Performance Security

3.4.1 Bid Security

Each proposal must include an electronic bid bond in the form of a Canadian Standard Construction Document CCDC 220 or comparable bid bond ("Bid Bond") in the minimum amount of 10% of the Bid Price naming the Purchaser as Obligee.

The Bid Bond must be issued by a surety organization (“Surety Company”) licensed to conduct surety and insurance business in the Province of Ontario and be fully executed.

The Bid Bond should be submitted in an electronic or digital format and meet the following criteria:

- (i) The version submitted by the Proponent must be verifiable by the Purchaser or MMC with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- (ii) The version submitted must be viewable, printable and storable in standard electronic file formats and in a single file. Allowable formats include pdf.
- (iii) The verification may be conducted by the Purchaser or MMC immediately or at any time during the life of the bond and at the discretion of the Purchaser with no requirement for passwords or fees.
- (iv) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding (i).
- (v) All instruction details for accessing authentication should be included with the up-loaded Bid Bond.
- (vi) The Bid Bond must remain valid for the duration of the irrevocability period as measured from the date of bid submission.

Bid Bonds passing the verification process will be treated as original and authentic. Bid Bonds failing the verification process will NOT be considered valid. In the event the Bid Bond submitted is determined to be invalid, the Proponent will be declared non-compliant and rejected. Proposals not accompanied by the required Bid Bond will also be declared non-compliant and rejected.

The Bid Bond of the Proponent whose proposal is accepted will be retained by the Purchaser to compensate the Purchaser for the damages it could suffer should the successful Proponent fails to execute the Agreement and/or fails to provide the specified performance security and/or evidence of insurance and other documents required by the Agreement.

The Bid Bonds of all Proponents, except that of the lowest bid or highest ranked Proponent, become null and void immediately after the completion of the stage where a bid/proposal was identified as unsuccessful or non-compliant. The Bid Bond of all Proponents would be null and void if the procurement process is completed without an award of the Agreement or all proposals are rejected.

The Bid Bond of the awarded Proponent will be null and void after all specified performance security, evidence of insurance and other documents required by the Agreement are delivered to the Purchaser and the Agreement is fully executed.

Proponents must include the cost of Bid Bond in the Bid Price.

3.4.2 Performance Security

Each Proponent must submit a digital unconditional agreement to bond, uploaded to Euna, 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 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 as prescribed by Construction Act (Ontario).

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:

Description and Scoring	
Stage I – Mandatory Requirements	Pass/Fail
Stage II – General Requirements	65%
Stage III – Pricing	35%
Stage IV – Reference Validation	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 Euna.

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 Euna.

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 percent (10%) of the average of the general/technical evaluation scores for all Compliant Proponents. Proponents who do

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

Example of General Requirements Evaluation Threshold			
Proposal	Stage II Score (Total Points Available = 100)	Formula Breakdown	Technical Weighting (Ten (10%) percent below the average)
Proponent A	90	Average Score 75 points 10% Deviation to Average Score 75 points $\times 10\% = 7.5$ points Passing Threshold $75 - 7.5 = 67.5$ points	Proceed to Stage III - Pricing
Proponent B	80		Proceed to Stage III - Pricing
Proponent C	55		Below 67.5 Points DOES NOT 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.

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)

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.

MMC, at its sole discretion, reserves the right to contact any of the project references provided by the 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 Client Reference in Appendix 3.6 for the purpose of validation.

MMC 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.

Sample reference questions that may be asked:

1. Did the Proponent finish the project on agreed schedule?
2. Did the Proponent stay within the agreed budget?
3. Were you satisfied with the quality of work?
4. Would you use this Proponent again?
5. Were Health and Safety measures followed throughout the project?

If the references for the 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 Proponent.

4.6 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 Proponent with the lowest price as the Preferred Proponent.

4.7 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.

4.8 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.	2025.12.17 GBGH - Pharmacy - Architectural Dwgs - Issued for Permit & Tender
2.	2025.12.17 GBGH - Pharmacy - Electrical Dwgs - Issued for Permit & Tender - ELEC
3.	2025.12.17 GBGH - Pharmacy - Mechanical Dwgs - Issued for Permit & Tender
4.	2025.12.17 GBGH - Pharmacy - Mechanical Specs - Issued for Permit & Tender
5.	Commitment to General Review Pharmacy - GBGH
6.	GBGH_Pharmacy_2025-12-19_Bid {CL}

2. Health and Safety Requirements

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

- The Georgian Bay General Hospital 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 Georgian Bay General Hospital 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
- GBGH Supplementary Terms and Conditions to CCDC 2 - 2020

Mandatory Requirements Schedule

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

REQUIRED (MANDATORY) DOCUMENTATION	PASS/FAIL (P/F)
Proposal Submission Form Download, complete and attach completed Appendix 1 form	P/F
WSIB Clearance Certificate Attach a valid Ontario WSIB Certificate or its equivalent	P/F
Proof of Insurance The Proponent must provide a certificate of insurance from insurers confirming that the coverage meets the insurance requirements set out in the Form of Agreement (CCDC2-2020) including Commercial General Liability, Auto and Contractor's Pollution Liability as required. 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
Health and Safety Certifications 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"> • Worker Health and Safety Awareness training & Supervisor Awareness / Competency training • WHMIS for Employee and Supervisor (Proof of personnel certification/training is required)	P/F
Bid Bond Attach in the form of CCDC 220 or comparable bid bond form	P/F
Agreement to Bond Attach a completed Appendix 2.	P/F

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; and

2. Payment Terms and Conditions

Standard payment terms for the Purchaser will be in accordance with the Form of Agreement.

3. Pricing

All pricing should be quoted as outlined in the RFP.

If appropriate, the Proponent should include total cost of ownership as part of their pricing proposal, including any transition costs.

The prices are to be input where indicated on the Euna 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.

4. Pricing Formula

Pricing information 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, an example of how the pricing formula is applied is presented below.

First, the Proponent with the lowest price will receive all of the total available points for pricing. Then, each other Proponent will receive a percentage of the total available points allocated pricing based on the following formula:

Maximum points available for price - 35

Proponent	Price	Pricing Score
A – lowest price	\$100	35
B	\$110	31.82 (\$100 divided by \$110 multiplied by 35)
C	\$125	28 (\$100 divided by \$125 multiplied by 35)
D	\$150	23.33 (\$100 divided by \$150 multiplied by 35)

5. Additional Requirements

Pricing proposal must be submitted in Euna

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

The financial score will be determined based on the Total Base Bid Price (Part A of Appendix 4 - 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 score will be determined based on the sum of the Total Base Bid Price (Part A of Appendix 4 - Price Form) and the selected Alternative Prices (Part B of Appendix 4 - Price Form).

End of Pricing Schedule

Information Practices Schedule

The Supplier agrees to comply with this Information Practices Schedule for the Purchaser, which is an organization that is subject to the Personal Health Information Protection Act, 2004 (Ontario) ("PHIPA").

Collection, Use and Disclosure of Personal Health Information

1. The Purchaser is a health information custodian under PHIPA and has statutory obligations to safeguard its patients' PHI.
2. The Supplier does not require access to PHI in the course of fulfilling its obligations under this Agreement. As a result, the Purchaser does not intend to provide the Supplier with access to PHI under this Agreement.
3. In the event that the Supplier gains access to PHI under this Agreement (whether inadvertent or not), the Supplier must at the first reasonable opportunity:
 - (a) notify the Purchaser's Privacy Office;
 - (b) if the PHI has come into the possession of the Supplier, return all copies of the PHI to the Purchaser and, if applicable, ensure that such PHI has been permanently removed from any media or hardware on which it was stored; and
 - (c) hold such PHI in the strictest confidence and ensure that all Supplier's Personnel hold it in the strictest confidence. This obligation survives the termination or expiration of this Agreement.

APPENDICES FORMS

Appendix 1 – Proposal Submission Form

RFP No.: CW25733

TO: Mohawk Medbuy Corporation (MMC)

ATTENTION: Kashfia Quasem, Bid Administrator

RE: Georgian Bay General Hospital Pharmacy Modernization Project

The Proponent should prepare and submit its Proposal to include the Proposal Submission Form and other Proposal Documents (as defined in the RFP) and the information set out in this RFP.

Each Proponent should designate one individual as a contact for the purposes of communication during the RFP Process. This individual will be contacted by the Bid Administrator for any matters connected to the RFP Process, including, but not limited to clarifications, missing documentation or other related matters.

Each Proponent should verify their ability to obtain all of the types of bonds and insurance in the amounts set out in this RFP.

1. Proponent

Proponent's Name:

2. Proponent Information

- (a) Proponent's registered corporate legal name and any other name under which it carries on business:

- (b) Proponent's address, telephone and facsimile numbers:

Address:

Telephone:

- (c) Name of the person who is primarily responsible for the Proposal:

Name: _____ Tel. _____

Email: _____

- (d) Names of the proprietor, where the Proponent is a sole proprietor, each of the chief executive's officers where the Proponent is a corporation; each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture, whichever applies:

- (e) Name of the person who is the Proponent Privacy Officer responsible for the Proposal:

- (f) Name of the person who is primarily responsible the Proponents Health and Safety operations:

3. Proposal

With respect to the above noted RFP, we confirm and certify as follows:

- i. capitalized terms used in this Proposal Submission Form have the meanings given thereto in the RFP Documents;
- ii. we acknowledge that we have read, understood, agreed and accept the terms and conditions of this RFP.
- iii. By submitting this Proposal, the Proponent and the Proponent Team Members agree to be bound by and to comply with the terms and conditions of the RFP Documents
- iv. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
- v. is fully aware and informed as to the extent and character of the Services required and can furnish the required Services;
- vi. we have made any necessary inquiries with respect to Addenda issued by MMC and have ensured that we have received and examined all Addenda to the RFP Documents;

- vii. our Proposal is based on the terms and conditions of the RFP Documents;
- viii. we acknowledge and accept the obligations set out in the RFP documents concerning Confidentiality;
- ix. we have examined, reviewed, understood and will abide by all rules, regulations, terms and conditions with the information found in the Information Practices Schedule;
- x. We confirm that we have not modified the forms provided to us in Appendices to the RFP in any way whatsoever except to add the required information;
- xi. we acknowledge that we have not discussed or communicated, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of our Proposal or the Proposal of the other Proponents in a way that would contravene applicable legislation, codes, laws, regulations, directives, or policies;
- xii. we acknowledge that we have prepared and submitted our Proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent;
- xiii. we acknowledge that, except as explicitly provided in RFP documents terms and conditions, the submission of this Proposal creates no legal or contractual obligations or rights on MMC or the Proponent, as set out in RFP Documents;
- xiv. MMC and the Purchasers may, in their absolute discretion, reject any Proposal found to contain false or misleading information;
- xv. we hereby consent, pursuant to subsection 17(3) of the Freedom of Information and Protection of Privacy Act, to the disclosure, on a confidential basis, of this submission to MMC, to its consultants retained for the purpose of evaluation or participating in the evaluation of our Proposal;
- xvi. we hereby agree that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to MMC' advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal;
- xvii. we give consent to MMC to conduct reference checks other than the references provided with our Proposal Submission;
- xviii. having made all necessary inquiries of our insurers in respect of the insurance requirements set out in any agreement, we confirm that we are able to meet the insurance obligations as set out in such agreement and that any future pricing include the costs associated with the insurance obligations;
- xix. we acknowledge and agree that if we are identified as a Preferred Proponent, we will execute the applicable Agreement without amendment;
- xx. All of the privacy terms provisions in the Information Practices Schedule survive the termination of any Agreement;

- xxi. The Purchaser reserves the right to undertake legal action to obtain an order stopping or preventing the Proponent from violating the privacy terms in the Information Practices Schedule. The Proponent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm;
- xxii. We acknowledge and have the ability to provide Vulnerable Sector Screening and/or Police Record Checks if required;
- xxiii. We acknowledge our awareness of and adherence to Regulation 965: Hospital Management, under the Public Hospitals Act;
- xxiv. The Proponent 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).
- xxv. 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 Purchaser will withhold and remit such amounts to the applicable taxing authority in accordance with Applicable Laws;
- xxvi. has the legal and financial capacities, and commercial and technical abilities to undertake the requirements of this RFP;
- xxvii. is not bankrupt or insolvent;
- xxviii. has not made any false declarations as it relates to this RFP;
- xxix. did not have any significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with the Purchaser;
- xxx. does not have any final judgment in respect of serious crimes or offences;
- xxxi. has not conducted any professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- xxxii. has not failed to pay taxes;
- xxxiii. warrants that the Proponent has not, with respect to any goods or services that the Proponent is proposing to provide to the Purchaser or the business activities of the Supplier, made any representation to MMC, the Purchaser or the Canadian public, in the form of a statement, warranty or guarantee, of the benefits of any such product, service, or business for protecting or restoring the environment or mitigating the environmental, social or ecological causes or effects of climate change that is not based on an adequate and proper test or substantiation in accordance with internationally recognized methodology;

4. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.6 Withdrawal of Proposal of the RFP, a Proposal is irrevocable by the Proponent for 60 calendar days from the Closing Time.

5. Conflict of Interest and Unfair Advantage

- (g) We represent and warrant that neither we nor our Proponent team members (if any) have any Conflicts of Interest or Unfair Advantage as defined in the RFP Documents, in submitting our Proposal, except for the following Conflicts of Interest:

☐

NO Conflicts of Interest or Unfair Advantage

☐

Possible Conflict of Interest or Unfair Advantage

Name of Party/Person

Description of Conflict of Interest

- (h) We confirm that the following individuals participated in the preparation of our Proposal, beyond those employed directly by the submitting Proponent:

Name of Individual or Party

Business Address and Telephone Number

6. Litigation History

MMC will be assessing each Proponent in light of past or current Litigation to determine if the organization would face unacceptable risks if it were to enter into an Agreement with the Proponent.

Check the appropriate box below:

☐

The Proponent hereby confirms that it has not engaged in Litigation, either directly or indirectly through another party (e.g. a service provider or related party), against or involving Georgian Bay General Hospital, having its principal place of business at 1112 St Andrews Dr, Midland ON L4R 4P4 (referred to as the "Purchaser") or any of its predecessor corporations for:

- a) any matter involving the provision of goods or services, including construction and consulting services;
- b) any matter arising from the Purchaser or any of its predecessor corporations' exercise of their powers, duties or functions under applicable legislation and policies,
- c) and that there is no action where the full amount of damages payable by way of settlement or court order remaining outstanding and not fully paid;

at the time of the Submission Deadline or within five (5) years prior to the Proposal Submission Deadline.

[OR]

☐

The Proponent hereby confirms that it has engaged in Litigation either directly or indirectly through another party, against or involving Georgian Bay General Hospital, having its principal place of business at 1112 St Andrews Dr, Midland ON L4R 4P4 (referred to as the "Purchaser") or any of its predecessor corporations for:

- a) any matter involving the provision of goods or services, including construction and consulting services;
- b) any matter arising from MMC or any of its predecessor corporations' exercise of its powers, duties or functions under applicable legislation and policies,
- c) and that there is an action where the full amount of damages payable by way of settlement or court order remaining outstanding and not fully paid

at the time of the Submission Deadline or within five (5) years prior to the Proposal Submission Deadline.

Please supply supporting information:

7. U.S. business

The Proponent attests that, where 'U.S. business' means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that;

- (i) has its headquarters or main office located in the U.S., and

- (ii) has fewer than 250 full-time employees in Canada at the time of this procurement process.

If a Proponent is a subsidiary of another corporation, part (i) of the definition above is met if that Proponent is controlled by a corporation that has its headquarters or main office located in the U.S. By completing this declaration, the Proponent certifies that the information is complete and accurate.

Check the appropriate box below:

☐ **Yes** – Based on the definition above the Proponent is defined as a U.S. business

☐ **No** – Based on the definition above the Proponent is **NOT** defined as a U.S. business

8. Proof of Authority

We acknowledge that MMC reserve the right to require the undersigned to provide proof, in a form acceptable to MMC, that the signatories of this Proposal Submission Form and any other form under this RFP requiring execution on behalf of each such party have the requisite authority to execute this Proposal Submission Form and any other form under this RFP requiring execution on behalf of and to bind the undersigned.

9. Projects at Georgian Bay General Hospital

Within the past 5 yrs., if applicable, list any completed and/or ongoing projects at Projects at Georgian Bay General Hospital. Provide their value and status:

Project Name	Purchaser	Value	Status

Project information supplied here may be used, at the sole discretion of the Purchaser, as project references, during the Client Reference Validation Stage of this RFP process.

NOTE TO PROPONENTS: THE PROPONENT MUST SIGN THE PROPOSAL SUBMISSION FORM IN A MANNER WHICH LEGALLY BINDS THE PROPONENT. YOU MAY ADJUST THE NUMBER OF SIGNING LINES AS REQUIRED

In witness whereof, the Proponent has executed this Proposal Submission Form as of the date indicated below.

Date:

[NAME OF PROPONENT]:

Per: _____

Name:

Title:

Date:

I/We have authority to bind the Proponent

Appendix 2 - Agreement to Bond

1. Agreement to Bond

- a. The Proponent must submit a completed Agreement to Bond (copy below) with their submission.

2. Performance Security upon Award

- a. Upon award notification the successful Proponent is required to provide the following performance security using the prescribed forms in accordance with Section 85.1 of the Construction Act:

- **A Performance Bond** issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and will be in an amount equal to 50% of the Contract Price.
- **A Labour and Material Payment Bond**, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and will be in an amount equal to 50% of the Contract Price.

- b. As an alternate to the Performance Security for this Project: if the total fixed fee is less than \$500,000.00, the following alternate forms of security are acceptable in lieu of the Performance Security:
 - an irrevocable letter of credit;
 - a bank draft; or
 - a certified cheque in the amount of 20% of the Contract Price (including applicable taxes).

If this alternate form of security is used, it will be returned to the Contractor ninety (90) days after the completion of the work and the correction of all deficiencies. If deficiencies involve seasonal work that must be postponed, the security will be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor ninety (90) days after all outstanding work is complete.

Agreement to Bond Form

To:	Georgian Bay General Hospital (Purchaser)	(the "Owner")
and to:		(the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) a performance bond totaling **50%** of the Contract Price; and
- (b) a labour and material bond totaling **50%** of the Contract Price.

For the following bid:

RFP # and Project Name	RFP# CW25733 - GBGH Pharmacy Modernization Project
Name of Proponent	

If the bid for the above mentioned is accepted by the CW25733 (Purchaser), the undersigned will execute the bond within seven (7) days of notification of acceptance of the bid.

Dated this _____ Day of _____ 20__

Name of Surety Company	
Name of Authorized Person (Printed)	
Signature of Authorized Person Signing for Surety (Attorney-in-Fact)	

(Company Seal)

Appendix 3 – General Requirements

Evaluated Criteria	Scoring Weight (in points)
<p>1. Executive Summary and Understanding the Requirements</p> <p><i>Using Appendix 3.1;</i></p> <ul style="list-style-type: none"> a) Provide a two-page summary of your response, highlighting the key features of your proposal, to allow the evaluation team to quickly gain an overall perspective of your proposal. b) Provide a brief description of your understanding of the service requirements defined in this RFP. The content should be expressed in your own words and should not simply recite the requirements as defined in the document. Please reference your experience specifically related to this assignment that contributes to your understanding of the project. c) Describe how your company participates in diversity, equity, and inclusion training? Provide any examples. d) Does your company have a diversity and inclusion policy? Please provide. e) Local Benefit: Proponent should describe its practices that could include but not limited to supporting local community initiatives and priorities, use of local supply chain (including SME suppliers), investing in skills development and training programs in the Provinces (Ontario) where MMC Members are located. f) Proponent shall confirm the company's understanding of and compliance to the AODA requirements; describe how you support these requirements through your current policies, practices and training programs. g) Labour: Proponent shall describe and demonstrate that they meet or exceed Environmental and Labour Laws in the Provinces (Ontario) where MMC Members are located. <p>Note: The Purchaser and MMC has the right to seek and monitor publicly available data/information specific to these areas of interest and that the information may be used in the evaluation.</p>	15
<p>2. Company Project Experience</p> <p><i>Using Appendix 3.2;</i></p> <ul style="list-style-type: none"> a) Proponents should detail and describe their relevant experience with healthcare facilities renovations; specifically to this scope of the project. b) Proponents should describe previous similar projects completed in the last five (5) years as it pertains to the scope of work in this RFP. Please describe a minimum of three (3) projects. c) In a separate document, please provide your firm's organizational chart that clearly outlines and identifies the company's structure and all members of the assigned project team and corporate support. d) Proponents should describe the relevant experience of mechanical and electrical contractors as it relates to those projects. (provide the name and 	25

Evaluated Criteria	Scoring Weight (in points)
<p>experience of key sub trade staff that will be assigned for the duration of the project.) and their role in a minimum of three similar healthcare renovation projects.</p> <p>e) Local knowledge: Proponent is to describe their knowledge of and experience with MMC Members and the Ontario supply chain landscape (i.e., policies, regulations, legislation, factors impacting the provision of services, etc.) Describe the building codes and any applicable local codes impacted by the requirement in this procurement.</p> <p>f) Environmental and Sustainability: Proponent should describe and demonstrate that they meet or exceed Environmental and Labour Laws in the Provinces (Ontario) where MMC Members are located. Proponent should describe its practices that could include but not limited to reducing waste, reuse of materials or equipment and diverting as much waste as possible from the landfill, reducing greenhouse gas (GHG) emissions; and experience with Green Building Certificate and Standards, including Leadership in Energy and Environmental Design (LEED), Green Global Certified Building, and WELL Building Standards.</p>	
<p>3. Personnel Demonstrated Skill and Experience</p> <p><i>Using Appendix 3.3:</i></p> <p>a) Please submit detailed qualification statements for your team members assigned to this project, including project manager, Site superintendent, health & safety co-ordinator. Please provide experience for each team member that directly relates to the project's scope of work, with describing each team member's relevant experience with healthcare facilities and similar renovation projects.</p>	20
<p>4. Project Approach and Timelines</p> <p><i>Using Appendix 3.4:</i></p> <p>a) Outline the comprehensive methodology and approach you will follow in completing all aspects of this RFP.</p> <p>b) <u>Provide a ready for take-over date that this project will be completed by assuming award of the contract occurs as of 12 business days from RFP Closure date</u></p> <p style="padding-left: 40px;">1. <u>Note:</u></p> <ul style="list-style-type: none"> - <u>the project must commence before the end of February 2026</u> - <u>the ready for takeover date must be before the end of June 2026</u> <p>c) Provide a detail plan outlining the level of effort and specific activities planned for each task. Provide sufficient detail to allow for a complete understanding of how the work is to be carried out. Provide a Schedule showing critical path</p>	30

Evaluated Criteria	Scoring Weight (in points)
<p>tasks and key milestones in a GANTT format and explain how you will meet your proposed completion date.</p> <p>1. <u>Note:</u></p> <ul style="list-style-type: none"> - <u>Schedule must show projected timeframe for Phase 1 and projected timeframe for Phase 2</u> - <u>the ready for takeover date must be before the end of June 2026</u> - <u>Owner requires access to Phase 1 areas to move out the main Pharmacy prior to the Contractor commencing work in the Phase 2 area</u> - <u>Proponent must be able to strictly adhere to the dates in the schedule</u> <p>d) Outline any risks associated with this project and how they would be mitigated. Provide examples of how you have accomplished this in previous projects.</p> <p>e) Business Responsiveness: Proponent shall describe an estimated response time, turn-around and/or in-person resolution at the hospital location in the event of an issue with the service.</p>	
<p>5. Health & Safety and Infection Prevention and Control (IPAC)</p> <p><i>Using Appendix 3.5;</i></p> <ul style="list-style-type: none"> a) Proponent shall acknowledge it is familiar with infection control standard precautions while working with a hospital. The Proponent shall adhere to CSA Infection Control Standards at all times. b) Describe how the Proponent supports the IPAC requirements through its current policies, practices, and training programs. Mention if the proposed project team, particularly the proposed architectural contract administration lead, have completed formal CSA training. Show valid certification by CSA or third party. c) The Proponent shall submit a narrative/summary of its Health and Safety Policy/Program. Provide a narrative on and address project specific safety policies including: <ul style="list-style-type: none"> a. Corporate Health & Safety Policy Statement; b. Health & Safety training required for company personnel; c. Maintaining access control in areas controlled by Purchaser; d. Emergency preparedness/planning including pandemic planning and protocols; e. Your firm's approach to mitigating potential workplace injuries 	10

Evaluated Criteria	Scoring Weight (in points)
6. Client References <i>Using Appendix 3.6;</i> a. Proponents <i>are to provide at least three (3) Client references</i> of similar size and scope of projects ideally within a healthcare setting.	Pass/Fail

Appendix 3.1 - Executive Summary and Understanding the Requirements

Proponent Name:	
-----------------	--



Appendix 3.2 - Company 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 three (3) 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 3)

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	<div style="display: flex; justify-content: space-between;"> Telephone E-mail </div>

Project Form (2 of 3)

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	<div style="display: flex; justify-content: space-between;"> Telephone E-mail </div>

Project Form (3 of 3)

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	<div style="display: flex; justify-content: space-between;"> Telephone E-mail </div>

Appendix 3.3 - Personnel Demonstrated Skill and Experience

Please submit in separate pages detailed resumes of your team members assigned to this project, including Project Manager and Site superintendent.

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

Key Personnel Form (1 of 3)

- ☐ Project Manager
☐ Site Superintendent

- ☐ Safety Co-ordinator

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	<div>Telephone</div> <div>E-mail</div>

Key Personnel Form (2 of 3)

- ☐ Project Manager
 ☐ Site Superintendent
- ☐ Safety Co-ordinator

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	<div>Telephone</div> <div>E-mail</div>

Key Personnel Form (3 of 3)

- ☐ Project Manager
 ☐ Safety Co-ordinator
☐ Site Superintendent

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	<div>Telephone</div> <div>E-mail</div>

Appendix 3.4 - Project Approach and Timelines

Proponent Name:	

Appendix 3.5 – Health & Safety and Infection Prevention and Control (IPAC)

Proponent Name:	

Appendix 3.6 – Client References

Each Proponent must state below providing **three (3)** recently completed **Client References** that are reasonably comparable in complexity and nature to the services specified in this RFP. The Proponent must ensure the reference contact information is up to date and accurate.

Purchaser may, at its sole discretion, request additional references, verify any Proponent's statement or claim made in the Proponent's Proposal, by whatever means it 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.

Proponent Name:	
-----------------	--

Client Reference 1		Proponent Response	
Briefly Describe the Reference Project:			
Describe Proponent's Key Staff (e.g., Project Manager, Site Supervisor, Sub-Contractors)			
Reference Project Corporate Name and Address:			
Contact Information Identify appropriate contact to verify this Project		Contact Name	
		Phone/Email	
Name of Consultant (if applicable)			
Start/End Date	/	Contract Value	\$
Comments:			

Client Reference 2		Proponent Response	
Briefly Describe the Reference Project:			
Describe Proponent's Key Staff (e.g., Project Manager, Site Supervisor, Sub-Contractors)			
Reference Project Corporate Name and Address:			
Contact Information Identify appropriate contact to verify this Project		Contact Name	
		Phone/Email	
Name of Consultant (if applicable)			
Start/End Date	/	Contract Value	\$
Comments:			

Client Reference 3		Proponent Response	
Briefly Describe the Reference Project:			

Client Reference 3		Proponent Response	
Describe Proponent's Key Staff (e.g., Project Manager, Site Supervisor, Sub-Contractors)			
Reference Project Corporate Name and Address:			
Contact Information Identify appropriate contact to verify this Project	Contact Name		
	Phone/Email		
Name of Consultant (if applicable)			
Start/End Date	/	Contract Value	\$
Comments:			

Appendix 4 – Price Form

Project Name: GBGH Pharmacy Modernization Project

RFP NO: CW25733

Proponent Name: _____

1. Price

- All prices must be provided in Canadian funds and include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, overtime, warranties, and further must not be subject to adjustment for fluctuation in foreign exchange rates. All prices must be quoted exclusive of applicable taxes, taxes if applicable, should be stated separately;
- Proponents are to ensure that they provide all pricing information (including Based Bid Price, Itemized Prices, Alternative Prices, and other applicable pricing information) as requested and outlined in this document. Failure to provide any of this information as requested may result in the Proponent's disqualification from the evaluation process or impact the Proponent's overall score;
- All prices quoted, unless otherwise instructed in this RFP, must remain firm and in affect as stated in this RFP;
- The Price Form provides that the base bid price must be provided in numbers only;
- Where the Price Form requires the Proponent to provide itemized prices of the base bid price, the base bid price will govern in the event there are any conflict or ambiguities;
- In the event of any discrepancy in the pricing proposal, the lowest price or rate submitted prevails;
- The Proponent is deemed to confirm that it has prepared its Submission with reference to all of the provisions of the Agreement Appendix, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing;
- The prices must be valid for the duration of the Project as stated in the RFP Document.

2. Project Schedule

We agree to start the Work within 10 calendar days of receiving authorization to proceed with the Work and to complete the Work in accordance with the RFP Document within 6 months of commencing work (Total Completion of the Work).

3. Pricing

- 3.1 I/We, the Proponent, having carefully examined the RFP and associated Documents (including the plans and specifications), having received and carefully examined and incorporated all Addenda, having visited and investigated the place of the Work as described herein and having examined all conditions, circumstances and limitations affecting the Work, offer to enter into a contract with the Purchaser to perform the Work required by the RFP Documents including all labour, machinery, tools, apparatus and other means of construction, insurances, bonds, permits, all as required for the price of:

Part A: Base Bid Price

Base Bid Price (Excluding HST): \$ _____

Cash Allowance (if required): \$50,000

Total Base Bid Price (Excluding HST): \$ _____
(Base Bid + Cash Allowance)

Itemized Prices (Included in the Base Bid Price):

The Proponent hereby agrees that the following price breakdown is included in the base bid which represents the work performed by the Subcontractors and the pre-determined value of the scope of work stated in the specifications.

An Itemized price is the Proponents price for a specific item of work included in the bid price and is provided for information purposes only. It is not intended to be used to adjust the scope of the work and the bid price.

Ref #	Subcontractor Work Description	Amount (Excl. HST)
1	Mechanical	
2	Electrical (Data)	
3	Flooring	

4	Millwork	
5	BAS Controls	
6	Sprinkler/fire protection	
7	Systems furniture (specialty storage solutions)	

4. Cash Allowances [If Required]

- 4.1 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage, installation and other authorized expenses incurred in performing the Work;
- 4.2 The Base Bid Price, and not cash allowance, includes Contractor's overhead and profit in connection with such cash allowance;
- 4.3 The Owner reserves the right to call competitive tenders for portions of the work to be paid for out of any or all cash allowances. The relationship of the Contractor and the trades performing portions of the work to be paid out of cash allowances will be such as between the Contractor and his Subcontractors.
- 4.4 Make expenditures out of the cash allowance only on receipt of an order signed by the Consultant/Purchaser;
- 4.5 Unexpended amounts of cash allowances can be reallocated to other specific cash allowances at the sole discretion of the Owner;
- 4.6 Unexpended amounts of cash allowances must be deducted from the Contract Price at completion of the Work;
- 4.7 The cash allowances in lawful monies of Canada included in the Contract Price are:

Ref #	Description	Amount
1	Unforeseen Site Conditions	\$50,000
	TOTAL	\$50,000

Subcontractors

- If the Proponent's proposal is accepted, it is the Proponent's intention to employ the following Subcontractors. All portions of the Work, other than those to be placed with the Subcontractors named below, will be executed by the Proponent's own personnel and is indicated by the words "Own Forces". Georgian Bay General Hospital reserves

the right to request qualification statements for the Subcontractors for verification and validation purposes.

- In proposing the under mentioned Subcontractors, the Proponent has consulted each and have ascertained to the Proponent's complete satisfaction that the named are certified suppliers and/or installers of the products and services specified, are fully acquainted with the extent and nature of the Work involved and of the proposed construction schedule, and that they will execute the Work in conformance with the requirements of the RFP and the Agreement.

TRADE	NAME
Mechanical	
Electrical (Data)	
Flooring	
Millwork	
BAS Controls	
Sprinkler/fire protection	
Systems furniture (specialty storage solutions)	

Dated at _____, this _____ day of _____, 20__

Signature of Authorized Person Signing for Proponent

Print Name

Position

- End Of Price Form -

Sample Supplier Performance Scorecard

SUPPLIER PERFORMANCE SCORECARD																							
RFX NUMBER			PROJECT START																				
SUPPLIER NAME			PROJECT COMPLETE																				
PROJECT NAME			SUPPLIER PM																				
HOSPITAL			HOSPITAL PM																				
RATING LEGEND																							
1	Consistently falls far below expectations	4	Consistently meets expectations																				
2	Frequently misses expectation	5	Consistently exceeds expectations.																				
3	Meets expectations most of the time																						
<div style="display: flex; justify-content: space-between;"> <div> 1.0 QUALITY (40%) </div> <div>Rating</div> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1.1</td> <td style="width: 65%;">Rate the Suppliers's performance in accordance with the contract / project specifications and compliance with Hospital's standards</td> <td style="width: 10%;"></td> <td rowspan="5" style="width: 20%; text-align: center; vertical-align: middle; font-size: 1.2em;">#DIV/0!</td> </tr> <tr> <td>1.2</td> <td>Rate the competency of staff that provided the services.</td> <td></td> </tr> <tr> <td>1.3</td> <td>Rate the Supplier's ability to meet the delivery commitments based on the approved project schedule.</td> <td></td> </tr> <tr> <td>1.4</td> <td>Rate the ability of the Supplier to promptly and effectively correct defective work identified throughout the project.</td> <td></td> </tr> <tr> <td>1.5</td> <td>Project Close-Out: Rate the performance of the Supplier with respect to close-out</td> <td></td> </tr> </table>								1.1	Rate the Suppliers's performance in accordance with the contract / project specifications and compliance with Hospital's standards		#DIV/0!	1.2	Rate the competency of staff that provided the services.		1.3	Rate the Supplier's ability to meet the delivery commitments based on the approved project schedule.		1.4	Rate the ability of the Supplier to promptly and effectively correct defective work identified throughout the project.		1.5	Project Close-Out: Rate the performance of the Supplier with respect to close-out	
1.1	Rate the Suppliers's performance in accordance with the contract / project specifications and compliance with Hospital's standards		#DIV/0!																				
1.2	Rate the competency of staff that provided the services.																						
1.3	Rate the Supplier's ability to meet the delivery commitments based on the approved project schedule.																						
1.4	Rate the ability of the Supplier to promptly and effectively correct defective work identified throughout the project.																						
1.5	Project Close-Out: Rate the performance of the Supplier with respect to close-out																						
<div style="display: flex; justify-content: space-between;"> <div> 2.0 SAFETY (20%) </div> <div>Rating</div> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">2.1</td> <td style="width: 65%;">Did the Supplier comply with OHSA requirements</td> <td style="width: 10%;"></td> <td rowspan="4" style="width: 20%; text-align: center; vertical-align: middle; font-size: 1.2em;">#DIV/0!</td> </tr> <tr> <td>2.2</td> <td>Where there any significant reportable acciedents during the project.</td> <td></td> </tr> <tr> <td>2.3</td> <td>Did the Supplier meet additional envionmental, safety and regulatory requirements required by the Hospital/contract</td> <td></td> </tr> <tr> <td>2.4</td> <td>Did the Supplier keep the work site clean and free of trash and debris</td> <td></td> </tr> </table>								2.1	Did the Supplier comply with OHSA requirements		#DIV/0!	2.2	Where there any significant reportable acciedents during the project.		2.3	Did the Supplier meet additional envionmental, safety and regulatory requirements required by the Hospital/contract		2.4	Did the Supplier keep the work site clean and free of trash and debris				
2.1	Did the Supplier comply with OHSA requirements		#DIV/0!																				
2.2	Where there any significant reportable acciedents during the project.																						
2.3	Did the Supplier meet additional envionmental, safety and regulatory requirements required by the Hospital/contract																						
2.4	Did the Supplier keep the work site clean and free of trash and debris																						
<div style="display: flex; justify-content: space-between;"> <div> 3.0 CUSTOMER VALUE (25%) </div> <div>Rating</div> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">3.1</td> <td style="width: 65%;">Did the Supplier complete the project on schedule and budget</td> <td style="width: 10%;"></td> <td rowspan="5" style="width: 20%; text-align: center; vertical-align: middle; font-size: 1.2em;">#DIV/0!</td> </tr> <tr> <td>3.2</td> <td>Did the Supplier submit complete/fair pricing for contemplated change notices</td> <td></td> </tr> <tr> <td>3.3</td> <td>Where there cost savings proposed by the Supplier</td> <td></td> </tr> <tr> <td>3.4</td> <td>The Supplier communicated scheduling issues and/or propose mitigation measures.</td> <td></td> </tr> <tr> <td>3.5</td> <td>The Supplier took all the steps necessary to minimize disruptions to on-going Hospital operations.</td> <td></td> </tr> </table>								3.1	Did the Supplier complete the project on schedule and budget		#DIV/0!	3.2	Did the Supplier submit complete/fair pricing for contemplated change notices		3.3	Where there cost savings proposed by the Supplier		3.4	The Supplier communicated scheduling issues and/or propose mitigation measures.		3.5	The Supplier took all the steps necessary to minimize disruptions to on-going Hospital operations.	
3.1	Did the Supplier complete the project on schedule and budget		#DIV/0!																				
3.2	Did the Supplier submit complete/fair pricing for contemplated change notices																						
3.3	Where there cost savings proposed by the Supplier																						
3.4	The Supplier communicated scheduling issues and/or propose mitigation measures.																						
3.5	The Supplier took all the steps necessary to minimize disruptions to on-going Hospital operations.																						
<div style="display: flex; justify-content: space-between;"> <div> 4.0 ADMINISTRATION (15%) </div> <div>Rating</div> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">4.1</td> <td style="width: 65%;">The Suppliers documentation to support its application for substantial performance was completed accurately.</td> <td style="width: 10%;"></td> <td rowspan="4" style="width: 20%; text-align: center; vertical-align: middle; font-size: 1.2em;">#DIV/0!</td> </tr> <tr> <td>4.2</td> <td>Applications for payment were submitted on time and were complete.</td> <td></td> </tr> <tr> <td>4.3</td> <td>The Supplier provided the Hospital with the required as-built drawings on time.</td> <td></td> </tr> <tr> <td>4.4</td> <td>Project commissioning/handover was completed effectively</td> <td></td> </tr> </table>								4.1	The Suppliers documentation to support its application for substantial performance was completed accurately.		#DIV/0!	4.2	Applications for payment were submitted on time and were complete.		4.3	The Supplier provided the Hospital with the required as-built drawings on time.		4.4	Project commissioning/handover was completed effectively				
4.1	The Suppliers documentation to support its application for substantial performance was completed accurately.		#DIV/0!																				
4.2	Applications for payment were submitted on time and were complete.																						
4.3	The Supplier provided the Hospital with the required as-built drawings on time.																						
4.4	Project commissioning/handover was completed effectively																						
OVERALL SUPPLIER PERFORMANCE SCORE				#DIV/0!																			
SUPPORTING COMMENTS																							
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> HOSPITAL PROJECT MANAGER </div> <div style="width: 45%;"> DATE </div> </div>																							
SUPPLIER COMMENTS																							