

REQUEST FOR PROPOSALS (RFP)

RFP No 1975095426

holland bloorview kids rehabilitation HOSPITAL

RENOVATIOn OF THE SPIRAL GARDEN

Issue Date: SEPteMBER 22, 2020

Last DaTe for Questions: OCTOBER 5, 2020

Closing Time: 2:00 PM LOCAL TORONTO TIME On

OCTOBER 13, 2020

[Article 1 Introduction 4](#_Toc39736978)

[1.1 Definitions 4](#_Toc39736979)

[1.2 Rules of Interpretation 5](#_Toc39736980)

[1.4 Purpose 6](#_Toc39736981)

[1.5 Objectives 6](#_Toc39736982)

[1.6 Project Information and Background 7](#_Toc39736983)

[1.7 Affiliation Agreement 7](#_Toc39736984)

[Article 2 RFP Terms and Procedures 7](#_Toc39736985)

[Part A Procedure 7](#_Toc39736986)

[2.1 Bid Administrator 8](#_Toc39736987)

[2.2 RFP Tentative Schedule 9](#_Toc39736988)

[2.3 Information 9](#_Toc39736989)

[2.4 Clarification and Questions 10](#_Toc39736990)

[2.5 Proposal Submission 11](#_Toc39736991)

[2.6 Withdrawal of Proposal 12](#_Toc39736992)

[2.7 Amendment of Proposal 12](#_Toc39736993)

[2.8 Completeness of Proposal 12](#_Toc39736994)

[2.9 Proponent’s Proposals 12](#_Toc39736995)

[2.10 Proposal Irrevocability 12](#_Toc39736996)

[2.11 Acceptance of RFP 12](#_Toc39736997)

[2.12 Amendments to the RFP 12](#_Toc39736998)

[2.13 Clarification of Proponent’s Proposal 13](#_Toc39736999)

[2.14 Verification of Information 13](#_Toc39737000)

[2.15 Proposal Acceptance 13](#_Toc39737001)

[2.16 Rectification Process 13](#_Toc39737002)

[2.17 Substantial Compliance 13](#_Toc39737003)

[2.18 No Publicity or Promotion 14](#_Toc39737004)

[2.19 Debriefing 14](#_Toc39737005)

[2.20 Bid Protest Procedure 14](#_Toc39737006)

[Part B Additional Terms 15](#_Toc39737007)

[2.21 Confidentiality 15](#_Toc39737008)

[2.22 FIPPA 16](#_Toc39737009)

[2.23 Accessibility for Ontarians with Disabilities Act 17](#_Toc39737010)

[2.24 Competition Act 17](#_Toc39737011)

[2.25 Trade Agreements 17](#_Toc39737012)

[2.26 Permits, Licences and Approvals 18](#_Toc39737013)

[2.27 Intellectual Property 18](#_Toc39737014)

[2.28 Rights of Plexxus – General 18](#_Toc39737015)

[2.29 Rights of Plexxus – Preferred Proponent 20](#_Toc39737016)

[2.30 Proponent’s Costs 20](#_Toc39737017)

[2.31 No Liability 21](#_Toc39737018)

[2.32 Assignment 21](#_Toc39737019)

[2.33 Entire RFP 21](#_Toc39737020)

[2.34 Priority of Documents 21](#_Toc39737021)

[2.35 Governing Law 21](#_Toc39737022)

[Article 3 General Requirements 22](#_Toc39737023)

[3.1 Proposal Format 22](#_Toc39737024)

[Article 4 Evaluation Process 23](#_Toc39737025)

[4.1 General 23](#_Toc39737026)

[4.2 Stage I - Review of Mandatory Requirements (Pass/Fail) 23](#_Toc39737027)

[4.3 Stage II – Evaluation of General Requirements 24](#_Toc39737028)

[4.4 Stage III - Pricing 25](#_Toc39737029)

[4.5 Negotiations with Multiple Proponents 26](#_Toc39737030)

[4.6 Stage IV – Reference Validation (Pass/Fail) (Optional) 27](#_Toc39737031)

[4.7 Tie Score 27](#_Toc39737033)

[4.8 Value-Added Benefits 27](#_Toc39737034)

[4.9 Discussions with Preferred Proponent 28](#_Toc39737035)

[4.10 Notification to Other Proponent(s) of Award and Debriefing 28](#_Toc39737036)

[Article 5 – Response Appendicies……………………………………………………………...29](#_Toc39737037)

Appendix 1 – Mandatory Documentation ................................................................................ 30

 Appendix 1 – Attachment “A” - Proposal Submission Form.................................................... 31

 Appendix 1 – Attachment “B” – Agreement to Bond…………………………………………38

 Appendix 2 – Evaluated Criteria................................................................................................40

 Appendix 2 – Attachment “A” - Executive Summary and Understanding the Requirements . 42

 Appendix 2 – Attachment “B” - Company Demonstrated skill and Project experience ............43

 Appendix 2 – Attachment “C” – Key Personnel ...................................................................... .47

 Appendix 3 – Price Form………………………………………………………………………50

 Appendix 4 – Information Practices Schedule…………………………………………........... 52

**Article 6 Project Specifications and Associated Documents (Separately Attached)**

 Standard Supplementary General Conditions

 Landscape Specifications

 Landscape Drawings

 Electrical Specifications

 Electrical Drawings

 Mechanical Specifications

 Mechanical Drawings

 Contractor Safety Package

Request for Proposal (“RFP”)

RFP No: 1975095426

# Introduction

## Definitions

The following definitions apply:

#### “**Agreement**” has the meaning ascribed in Section 1.3 Agreement;

#### “**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;

#### “**Bid Administrator**” means the individual identified in Section 2.1 Bid Administrator;

#### “**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;

#### “**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;

#### “**CFTA**” means the Canadian Free Trade Agreement;

#### “**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;

#### “**Days**” means calendar days;

#### “**Evaluation Team**” means the individuals who have been selected by Plexxus to evaluate the Proposals;

#### “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario);

#### “**MMC**” means Mohawk Medbuy Corporation, which is a not-for-profit corporation created for the purpose of providing services to its hospital members and customers;

#### “**MMC Customer**” means any of the organizations identified as members or customers of MMC at the following website: https://www.mohawkmedbuy.ca/membership;

#### **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual as provided in FIPPA;

#### “**Plexxus**”means Hospital Administrative Services, c.o.b. as Plexxus, which is a not-for-profit corporation created for the purpose of providing services to its hospital members and customers;

#### “**Plexxus Customer**” means any of the organizations identified as members or customers of Plexxus at the following website: <https://www.plexxus.ca/about/our-customers.html>;

#### “**Preferred Proponent**” means a Proponent that Plexxus has identified as the highest-ranked Proponent in accordance with the evaluation process;

#### “**Proponent**” means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent;

#### “**Proposal**” means all of the documentation and information submitted by a Proponent in response to the RFP;

#### “**Purchaser**” means a hospital that is participating in the RFP process, as administered by Plexxus;

#### “**Request for Proposals**” or “**RFP**” means this Request for Proposals issued by Plexxus, on behalf of the Purchasers, for the supply of Services, and all addenda thereto;

#### “**Services**” means the services intended to be procured pursuant to this RFP; and

#### **“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 Plexxus or a 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.

## Rules of Interpretation

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

#### 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.

#### Words in the RFP shall bear their natural meaning.

#### References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

#### In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall 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.

#### Unless otherwise indicated, time periods will be strictly applied.

#### The following terminology applies in the RFP:

##### Whenever the terms “must” or “shall” are used in relation to Plexxus or the Proponents, such terms shall be construed as synonymous and shall be interpreted as identifying a mandatory requirement.

##### The term “should” relates to a requirement which Plexxus would like the Proponent to address in its Proposal.

##### The term “will” describes a procedure that is intended to be followed.

**1.3 Form of Agreement**

The Proponent, as a result of this RFP and evaluation there of, the Preferred Proponent will ultimately be required to sign a CCDC 2 (2008) Construction Management Contract including Supplementary Conditions resulting from this RFP process, upon HBKR approval.

## Purpose

This RFP is being issued by Plexxus on behalf of the Purchaser identified for the purpose of selecting a qualified construction contractor (“Preferred Proponent”) to provide certain construction management related services as detailed in the scope of work (including all specifications and drawings)

## Objectives

### Plexxus Objectives

Plexxus is seeking to satisfy the following objectives in issuing this RFP:

#### to qualify a Proponents for the provision of Contractor and related construction services;

#### achieve the best solution for the needs of the Purchasers;

#### obtain quality Services at best overall value;

#### enhance customer satisfaction and improvements in Services; and

### Purchaser Objectives

It is the Purchaser’s intention under this RFP to select a construction contractor for the renovation of the Spiral Garden at Holland Bloorview Rehabilitation Kids Hospital.

## Project Information and Background

### Background and Current State

Renovation of the existing Spiral Garden at Holland Bloorview to include hoarding, tree protection, new paving, unit pavers, armourstone, lighting, extension of potable water, irrigation, grading and top soil, site furnishings, decking and plantings all in accordance to the drawings and specifications.

While Plexxus 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 Plexxus or any Purchaser, 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.

### Future/Desired State

The goal of this project is to ensure the garden gets better use for the children, more activities, safer area and a more friendly environment.

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

Award of General Contractor to complete the renovation of the Spiral Garden, based on a CCDC2 contract with associated supplemental conditions.

Proponents are strongly encouraged to put forward their lowest pricing.

Each Proponent who submits a bid in response to this RFP agrees to hold its then current contract pricing firm for up to a period of six (6) months beyond the expiry date of the Agreement (or the expiry of any option years exercised, if applicable).

## Affiliation Agreement

Plexxus is a party to an affiliation agreement (the “**Affiliation Agreement**”) with MMC. Pursuant to the Affiliation Agreement, Plexxus agreed that MMC Customers would be permitted to: (i) participate in competitive procurements managed by Plexxus; and (ii) leverage supplier awards that result from competitive procurements managed by Plexxus.

Plexxus is issuing this RFP and will administer the RFP procedure set forth herein for the immediate benefit, and on behalf of the Purchasers named in Section 1.4 Purpose. However, please note that notwithstanding any other terms of this RFP, if a definitive agreement is entered into by any or all of the named Purchasers in Section 1.4 Purpose as a result of this RFP, each of the other Plexxus Customers and MMC Customers shall have the right, at any time during the term of such definitive agreement, to enter into one or more agreements (each an “**Additional Agreement**”) for the purchase of the Services from the successful Proponent on the same pricing terms as the definitive agreement. For clarity, Plexxus Customers and MMC Customers shall have the right, during the term of the definitive agreement, to purchase Services pursuant to an Additional Agreement without the need for a subsequent competitive procurement process to be carried out in respect of such a purchase.

# RFP Terms and Procedures

Part A Procedure

## Bid Administrator

### Contact Information

**All communications regarding any aspect of this RFP must be directed to the Bid Administrator via secure messaging functionality. For audit and transparency purposes please use the Secure Messaging area to communicate with the Bid Administrator at all times.**

#### Name: Steven Kostov

#### Title: Sourcing Specialist

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 shall not communicate with or attempt to communicate with the following:

#### any employee or agent of Plexxus (other than the Bid Administrator);

#### any employee or agent of any Purchaser;

#### any member of the Evaluation Team;

#### any expert or advisor assisting the Evaluation Team;

#### any member of a Purchaser’s governing bodies (such as Board of Governors, Board of Directors, Board of Advisors or Trustees); and

#### any elected official of any level of government, including any advisor to any elected official.

### Notice

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

#### only the Bid Administrator is authorized by Plexxus to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

#### as noted above, Proponents must not contact any officer, director, employee, or agent of Plexxus, any Purchaser or a 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 so in writing by the Bid Administrator;

#### under no circumstances shall a Proponent rely upon any information or instruction from any officer, director, employee, or agent of Plexxus, any Purchaser or a 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

#### no officer, director, employee, or agent of Plexxus, any Purchaser or the Purchaser’s governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees) shall 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.

## RFP Tentative Schedule

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

| Event | Date |
| --- | --- |
| RFP Issue Date | September 22, 2020 |
| Mandatory Virtual Site Tour – In order to participate in the virtual site tour, please send me an email at steven.kostov@plexxus.ca confirming your participation. The deadline to confirm your attendance is September 29 at 10 a.m. I will then forward the Microsoft Teams meeting invite. | September 29, 2020 from 1-2 P.M. EST |
| Last Date to Submit Questions Through OTP | October 5, 2020 |
| Closing Time | October 13, 2020 at 2:00 P.M. EST |
| Contract Award Date | October/November 2020 |
| Construction Work Start Date | November 2020 |
| Mandatory Completion of the Construction Work | June 1, 2021 |

#### The above timelines are subject to change at the sole discretion of Plexxus.In the event a change is made to any of the above dates, Plexxus will post any such change on the Ontario Tenders Portal (“**OTP**”).

#### Plexxus may amend any timeline, including the Closing Time, without liability, cost or penalty, and within its sole discretion.

#### In the event of any change in the Closing Time, the Proponents shall thereafter be subject to the extended timeline.

## Information

### 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.

### Proponent to Notify

In the event that a Proponent has any reason to believe that any of the circumstances listed in Section 2.3.1 Proponent to Review exist, the Proponent must notify the Bid Administrator via Messaging functionality prior to submitting a Proposal. The Bid Administrator will then clarify for the benefit of all Proponents.

Proponents shall not:

#### after submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 2.3.1 Proponent to Review were present with respect to the RFP; or

#### claim that Plexxus is responsible for any of the circumstances listed in Section 2.3.1 Proponent to Review of the RFP.

## Clarification and Questions

### Submission

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

#### Proponents must submit requests for clarification by Messaging functionality to the Bid Administrator, or as may otherwise be directed by the Bid Administrator.

#### Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.

#### Requests for clarification must be submitted via Messaging functionality at least seven (7) Days prior to the Closing Time.

### Questions and Answers

Plexxus will provide Proponents with written responses to questions that are submitted in accordance with Section 2.4.1 Submission, subject to the provisions of this section. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda in the Messages section of the OTP. In answering a Proponent’s questions, Plexxus will set out the question(s), but without identifying the Proponent that submitted the question(s) and may, in its sole discretion:

#### edit the question(s) for clarity;

#### exclude questions that are either unclear or inappropriate; and

#### answer similar questions from various Proponents only once.

#### Where an answer results in any change to the RFP, such answer 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.

### Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on the OTP 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 Plexxus.

## Proposal Submission

### General

To be eligible for consideration in this RFP process:

* Proponents are required to submit the responses online on the OTP. The Proponent must click "Submit Response" once they have completed their response. Failure to submit a response will result in your Proposal not being visible to the Bid Administrator. Please note, "Saving" your response does not mean you have submitted. Saving your response without submitting will not make it visible to the Bid Administrator. Online Proposal submission via OTP 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 the OTP tools 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 OTP only.

Proposals received after the Closing Time shall not be considered.

A Proponent should answer all questions in the RFP prior to submitting their Proposal. There may be questions in the RFP that require an answer within an OTP field in order to submit the bid. OTP will direct Proponents to complete any questions in an OTP field that require an answer to submit the bid.

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

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

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

### Receipt

Every Proposal that has been successfully submitted electronically through OTP will be so acknowledged via a system generated time stamp indicating the time and date of submission.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is successfully submitted by the Closing Time.

### Innovative Proposals

### Proponents may present innovative Proposals that if definable, achievable and quantifiable could be scored under the financial scoring process set out in this RFP. Contingent discounts may be one example of an innovative Proposal.

## Withdrawal of Proposal

A Proponent may withdraw its Proposal only by using the ‘Delete Response’ option within the OTP. A response may be withdrawn before the Closing Time. A Proposal may not be withdrawn after the Closing Time.

## 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 must provide notice to the Bid Administrator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

## 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 a Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Closing Time or subsequent to signing the Agreement shall be provided at the Proponent’s expense.

## Proponent’s Proposals

All compliant Proposals shall become the property of Plexxus and will not be returned to the Proponents.

## 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, a Proposal shall be irrevocable by the Proponent for one (1) year from the Closing Time.

Proposals will not be opened publicly.

## 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.

## Amendments to the RFP

Subject to Section 2.2 RFP Tentative Schedule and Section 2.4.3 Issued Addenda, Plexxus shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## Clarification of Proponent’s Proposal

Plexxus shall have 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. Plexxus shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be 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 Plexxus from a Proponent in response to a request for clarification from Plexxus may be considered to form an integral part of the Proponent’s Proposal, in Plexxus’ sole discretion.

## Verification of Information

Plexxus shall have the right, in its sole discretion, to:

#### 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 Plexxus 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

#### 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 shall co-operate in the verification of information and is deemed to consent to Plexxus verifying such information.

## Proposal Acceptance

The lowest price Proposal or any Proposal shall 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.

## Rectification Process

Proposals satisfying the Mandatory Requirements will proceed to Stage II – General/Specific Project requirements Evaluation. If any Stage I Mandatory Requirements are not satisfied, Proponents may be notified and provided time to rectify. If the Rectification Notice does not provide for a Rectification Period, then the Rectification Period shall be no more that three (3) Business Days. The Rectification Period will begin effective from the date and time that Plexxus issues its Rectification Notice to the Proponent. Proposals failing to satisfy the Mandatory Requirements or rectify within the Rectification Period will be excluded from further consideration.

## Substantial Compliance

Plexxus shall be required to reject Proposals which are not substantially compliant.

## No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall 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 Plexxus.

In the event that a Proponent, including the Preferred 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, Plexxus shall be entitled to take all reasonable steps as may be deemed necessary by Plexxus, 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.

## Debriefing

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

## Bid Protest Procedure

In the event that a Proponent wishes to review the decision of Plexxus in respect of any material aspect of the RFP process, the Proponent shall submit a protest in writing to Plexxus 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 shall include the following:

#### a specific identification of the provision and/or procurement procedure that is alleged to have been breached;

#### a specific description of each act alleged to have breached the procurement process;

#### a precise statement of the relevant facts;

#### an identification of the issues to be resolved;

#### the Proponent’s arguments and supporting documentation; and

#### the Proponent’s requested remedy.

#### Plexxus shall acknowledge receipt of the protest in writing within five (5) Business Days; and endeavour to deliver a response to the Proponent in writing within twenty (20) Business Days. If Plexxus finds that the Proponent’s protest is without merit, then Plexxus shall make such finding known to the Proponent in its written response to the Proponent and this protest procedure shall be complete.

Part B Additional Terms

## Confidentiality

### Confidential Information of Plexxus and the Purchasers

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:

#### remains the property of Plexxus and shall be removed from Plexxus’ premises only with the prior written consent of Plexxus;

#### must be treated as confidential and shall not be disclosed except with the prior written consent of Plexxus;

#### must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and

#### must be returned to Plexxus upon request.

### Confidential Information of the Proponent

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

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 Plexxus or any Purchaser, or any of their representatives or agents, shall be 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 Plexxus or any Purchaser has refused to execute any confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

### 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.

### Personal Information

#### Personal Information shall be treated as follows:

#### 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 shall be maintained for a period of seven (7) years from the time of collection. Should Plexxus request such information from the Preferred Proponent during the evaluation process to finalize any Agreement that may be awarded from this RFP, Plexxus will treat this information in accordance with the provisions of this section.

#### Use - Any Personal Information that is requested from each Proponent by Plexxus shall 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.

#### Consent - It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to Plexxus. As set out in Section 2.21 FIPPA, Plexxus will consider that the appropriate consents have been obtained for the disclosure to and use by Plexxus of the requested information for the purposes described.

### Non-Disclosure Agreement

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

## FIPPA

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.

## 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.

As part of its response to this RFP, the Proponent should describe all measures that the Proponent intends to implement or make available in order that the Services provided in response to this RFP be in compliance with applicable accessibility standards under the AODAand its regulations, including but not limited to:

#### any training that has been, or will be, provided to Proponent’s staff;

#### all policies implemented by Proponent in respect of the AODA and its regulations;

#### identified barriers to accessing Services and proposals for removal or mitigation of such barriers;

#### feedback procedures that will allow Purchasers to identify concerns; and

#### processes or procedures to deal with ongoing identification and removal of barriers

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

## 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.

## 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 shall be 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>.

## Permits, Licences and Approvals

### General

Proponents shall obtain all permits, licences and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences and approvals shall be the responsibility of, and shall 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 shall be considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, license or approval.

## Intellectual Property

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

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

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 Plexxus and prior approval must be obtained in writing from the Bid Administrator.

## Rights of Plexxus – General

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

#### after the Closing Time and prior to award, request all Proponents to re-submit their Proposal with their best and final offer (BAFO);

#### make public the names of any or all Proponents;

#### 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 Plexxus’ discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent’s Proposal in any material manner;

#### waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in Plexxus’ sole discretion;

#### verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.14 Verification of Information;

#### check references other than those provided by Proponents;

#### disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with Plexxus impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;

#### disqualify a Proposal where the Proponent has previously breached a contract with any Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with any 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 Plexxus;

#### 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;

#### identify a specific question, or specific questions, which require a Proponent to achieve a minimally acceptable score in order to qualify for the award;

#### disqualify any Proponent whose Technical/Service evaluation score is either in the bottom 50% of the Technical/Service evaluation scores, or more than 15% below the average Technical/Service score;

#### 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;

#### accept or reject a Proposal if only one Proposal is submitted;

#### reject a subcontractor proposed by a Proponent within a consortium;

#### select any Proponent other than the Proponent whose Proposal reflects the lowest cost to Plexxus;

#### cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where

##### Plexxus determines it would be in the best interest of Plexxus and/or the Purchasers not to award an Agreement;

##### the Proposal prices exceed the bid prices previously received by Plexxus for Services of a similar nature;

##### the Proposal prices exceed the costs the Purchasers would incur by doing the work, or most of the work, with its own resources;

##### the Proposal prices exceed the funds available for the proposed Services; or

##### the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved;

#### and where Plexxus cancels this RFP, Plexxus may do so without providing reasons, and Plexxus may thereafter issue a new request for proposals, request for qualifications, sole source or do nothing;

#### discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent’s Proposal; and

#### reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against Plexxus and/or the Purchasers or is otherwise engaged in a dispute with Plexxus and/or the Purchasers.

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

## Rights of Plexxus – 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, Plexxus may, in its sole discretion:

#### 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, Plexxus may, in its sole discretion, terminate the discussions;

#### 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

#### 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.

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

## Proponent’s Costs

Every Proponent shall 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:

#### the preparation, presentation and submission of its Proposal;

#### the Proponent’s attendance at any meeting in relation to the RFP process, including any oral presentation or demonstration;

#### the conduct of any due diligence on its part, including any information gathering activity;

#### the preparation of the Proponent’s own questions prior to the Closing Time; and

#### any discussion or negotiation, if any, in respect of the Agreement.

## No Liability

The Proponent agrees that:

#### any action or proceeding relating to this RFP process shall 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.

#### it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.

#### it shall 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 Plexxus commits a material breach of the terms of this RFP, the liability to the Proponent, and the aggregate amount of damages recoverable against Plexxus 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 Plexxus or any Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from Plexxus or any Purchaser can demonstrate.

## Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of Plexxus. Any act in derogation of the foregoing shall be null and void.

## Entire RFP

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

## 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 shall prevail over the Schedules during the RFP process.

## Governing Law

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

# 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.

## Proposal Format

### General

**Every Proponent must provide its responses to the RFP using the Response Envelopes available in the ‘My Response’ area of the Proposal, including any Schedules attached thereto or as otherwise directed to be attached within the corresponding attachment requirement questions.**

### 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 shall prevail.

### Conflict of Interest

### Plexxus requires the prospective Proponent(s) 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.

### Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

#### all pages should be numbered;

#### avoid using symbols in the file name such as &, #, etc.;

#### each document size should not exceed 5 MB; information may be split up into separate documents, if necessary;

#### avoid using scanned copies of documents, where possible, which tend to increase the size of the document;

#### any embedded literature links within a Proposal should be a direct link to the services page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. PDF literature documents should be named as follows: “Proponent Name – Services Category”;

#### the Schedules provided, as appropriate, should be used for completing the Proposal;

#### the Proposal should be complete in all respects;

#### adhere to the Proposal format requirements described above;

#### respond to the requirements described in Response Envelopes, or as may be directed in this RFP; and

#### deliver the electronic copies of the Proposal in the format included in this RFP document – Word or Excel as appropriate. Except for original Proponent Service literature, the electronic copy submitted is **NOT** to be a PDF document.

# Evaluation Process

## 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 each Purchaser in respect of the Services may differ slightly from each other and have been documented as such in this RFP, as applicable. Plexxus 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 – 40%** |
| **Stage III – Pricing – 60%** |
| **Stage IV – Reference Validation – Pass/Fail (Optional)** |

Subsequent to the evaluation, if applicable, the Purchasers, at their sole discretion, may conduct Validation Trials for the highest ranked Proponent to allow the Purchaser to validate the proposed Services.

## Stage I - Review of Mandatory Requirements (Pass/Fail)

Proposals that do not meet the mandatory requirements will be disqualified. Proponents are to respond to the Mandatory Requirements of this RFP in the **“Qualification Envelope”** or as otherwise directed in the RFP.

The following is a list of the Mandatory requirements:

|  |  |
| --- | --- |
| **REQUIRED (MANDATORY) DOCUMENTATION** | **Pass/Fail****(Pass/Fail)** |
| **Site Tour** | **P/F** |
| **Proposal Submission Form** | **P/F** |
| **Project Schedule**  | **P/F** |
| **Proof of Insurance** | **P/F** |
| **Agreement to Bond** | **P/F** |
| **WSIB Clearance Certificate** | **P/F** |
| **Worker Health and Safety Awareness Training** | **P/F** |
| **Holland Bloorview Contractor Safety Package** | **P/F** |

**See RFP Article 5 – Response Appendices, Appendix 1 - Mandatory Documentation for detail requirements.**

Notwithstanding the foregoing, Plexxus 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 a Proponent(s) to any obvious mistake or omission in regard to a submitted Proposal and allow such time as Plexxus considers reasonable to rectify such mistake or omission. While Plexxus has the discretion to alert a Proponent, Plexxus is under no duty to do so. Proponents remain responsible for the content and accuracy of their Proposals.

## Stage II – Evaluation of General Requirements

Proponents are to respond to the General Requirements of this RFP in the **“Technical Envelope”** or as otherwise directed in the RFP. Examples of typical score assignments to be applied in ***Stage II*** are provided on the following table:

|  |  |
| --- | --- |
| **Score (0 - 5)** | **Characteristics** |
| **0 – 1** | ➢ Submission (and/or Interview) is unacceptable; demonstrates little understanding of the requirements; criterion is absent from submission |
| **2** | ➢ Submission (and/or Interview) is not adequate; misses one or more key requirements |
| **3** | ➢ Submission (and/or Interview) meets basic expectations and requirements, may offer additional value in certain areas |
| **4 - 5** | ➢ Submission (and/or Interview) meets and exceeds expectations and requirements, clearly demonstrates an understanding of programrequirements and details how services will be provided to meet stated standards/expectations/service levels |

A minimum score of 60 out of 100 points (60%) must be achieved in Stages II to proceed to the next stage of the procurement process. Notwithstanding the foregoing, if there are less than three (3) Proponents that achieve the minimum score, the Purchaser may, at its sole discretion, select up to four (4) of the highest scoring Proponent Proposals to be moved to Stage IV (Pricing). Only the Proponents achieving the minimum score, or those who have been selected (shortlisted), will go to the next stage

The following is a list of the evaluation criteria:

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **Scoring Value** |
| **Executive Summary and Understanding the Requirements** | **20** |
| **Company Demonstrated skill and experience with similar projects** | **20** |
| **Project Manager Demonstrated skill and experience** | **30** |
| **Methodology and Approach** | **30** |
| **TOTAL** | **100 Points** |

**See RFP Article 5 – Response Appendices, Appendix 2 – Evaluated Criteria for detailed requirements.**

## Stage III - Pricing

The Proponent is to complete **Appendix 3 – Price Form and upload it to** **the “Commercial Envelope”** in accordance with the instructions contained in this RFP, provided that the following shall apply:

* + - 1. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage, insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of applicable taxes, taxes if applicable, should be stated separately;
			2. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
			3. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail;
			4. the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement Schedule, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing; and
			5. the Proponent agrees to hold the then current contract pricing firm for up to a period of six (6) months beyond the expiry date (or any option years exercised).

### Payment Terms and Conditions

Standard payment terms for the Purchasers are net sixty (60) Days subject to the terms and conditions of the Agreement.

Proponents are advised that in accordance with Regulation 105 of the *Income Tax Act* (Canada), every person (whether resident or non-resident in Canada) who pays a non-resident person (individual, corporation, partnership, joint venture, hybrid entity such as a limited liability company or other) a fee, commission, or other amount for services (of a non-employment nature) rendered in Canada, is required to deduct and withhold 15% tax from such a payment. Non-Residents of Canada who provide services in Canada as a result of this RFP will be asked to complete the Non-Resident Withholding Tax Determination Form.

### Discounts

The Proponent should indicate any additional volume discount while quoting the final price.

The Proponent should indicate any additional volume discount that will be provided for increases in volume from the Purchasers during the period of the Agreement.

In addition, the Proponent shall indicate any further price reductions that will be provided should Purchasers enter into Additional Agreements subsequent to the award.

### Rebates (if applicable)

If the Proponent offers any rebates, they are to be paid directly to Plexxus, who will then remit them to the Purchasers.

### Pricing

All pricing should be quoted as outlined in this RFP and the Commercial Envelopes.

The prices are to be input in the Price Form found in the Commercial Envelope on OTP.

The Proponent is advised that pricing is worth 50% of the Proposal.

Pricing will be evaluated based on the total overall price. The pricing breakdown in the Price Form is used only for clarification.

### Pricing Formula

Price 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 below.

Maximum points available for price - 40

|  |  |  |
| --- | --- | --- |
| Proponent | Price | Pricing Score |
| A – lowest price | $100 | 40 |
| B | $110 – 10% higher than lowest | 36 – 10% less than the maximum |
| C | $125 – 25% higher than lowest | 30 – 25% less than the maximum |
| D | $150 – 50% higher than lowest | 20 – 50% less than the maximum |
| E | $200 – 100% higher than lowest | 0 – 100% less than the maximum |

All prices greater than $200 will receive 0 points.

## Negotiations with Multiple Proponents

The Proposals with the highest combined scores for the Services or, if relevant, a category or combination of categories of Services, as the case may be, may be invited to participate in negotiations. Each Purchaser reserves the right to negotiate all or a shortlist of the Proposals provided that the Proposals have met the RFP requirements. At any time during negotiations, Plexxus or a Purchaser may request Proponents to submit a Proposal with respect to aspects of the Proposal. Responding during negotiations is voluntary. If a Proponent chooses not to submit such a Proposal during negotiations, its most recent Proposal stands for the final round of validation and scoring unless such Proposal is withdrawn before acceptance. If at any time a Proponent elects to withdraw from the process, and notifies Plexxus of such, Plexxus may elect to initiate negotiations with the next best ranked Proponent.

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


## If Plexxus and the Evaluation team decide to validate references, the Proponent’s submitted “Appendix 2 – Attachment “B” Company Demonstrated Skill and Project Experience” will be used as the references to be evaluated.

Plexxus or the Evaluation Team will validate as many references provided by the Preferred Proponent in the References as deemed appropriate, and such references may be conducted in-person, by telephone or electronic means, as the Evaluation Team may determine at its sole discretion. References will be assessed on a pass/fail basis as to the reference person’s satisfaction with the Services delivered, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

If the Evaluation Team’s evaluation of the Preferred Proponent is successfully validated by the references, Plexxus will notify:

#### the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement; or

#### the Preferred Proponent in writing of its intent to award an Agreement subject to the terms of this RFP.

Subject to the requirements of Section 4.9 Discussions with Preferred Proponent, Plexxus expects that the Agreement will be executed substantially in the form of the Form of Agreement that is attached to this RFP.

## Tie Score

In the event of a tie score between two or more Proposals on completion of the evaluation process, Plexxus shall break the tie by selecting the Proponent with the lowest price as the Preferred Proponent.

## Value-Added Benefits

For the purposes of this RFP, “**Value-Added Benefits**” means an offer by a Proponent over and above the primary Services being purchased, with the intent to increase the total value received by a Purchaser.

Value-Added Benefits are to be over and above the Services but need to be directly relevant and transparently connected to the procurement of the Services. Without limiting the generality of the foregoing, illustrations of classes of Value-Added Benefits that would be applicable would include the following:

#### the provision of specific upgrades for the Services at no additional cost;

#### the provision of additional goods or software modules applicable to the Services at no additional cost; or

#### the provision of additional training credits related to the Services at no additional cost.

For clarity, to be evaluated as part of the Value-Added Benefits, the Value-Added Benefits must be consistent with the remainder of the Proponent’s Proposal, and are not to be considered an opportunity to propose an alternative solution.

The provision of cash is not requested nor will it be considered as a Value-Added Benefit but rather any cash should be applied by the Proponent to the pricing submission of the Proposal.

Note: Value-Added Benefits will not be scored as part of the RFP evaluation.

## Discussions with Preferred Proponent

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

#### prior to making the award, enter into a letter of intent with the Preferred Proponent or enter into an interim purchase order, on terms satisfactory to Plexxus, as an interim measure; and

#### negotiate changes, amendments, or modifications to the Preferred Proponent’s Proposal.

Plexxus shall at all times be entitled to exercise its rights under Section 2.28 Rights of Plexxus – Preferred Proponent.

For certainty, Plexxus 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 Purchasers to execute the Agreement.

## Notification to Other Proponent(s) of Award and Debriefing

Once an Agreement has been entered into between a Purchaser and a successful Proponent, the other Proponents will be notified by Plexxus in writing of the award of the Agreement to another Proponent. As detailed in 2.18 Debriefing, not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Bid Administrator in writing requesting a debriefing from Plexxus, and Plexxus shall 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.

**Article 5 Response Appendices**

**Response Appendices.................................................................................................................. 29**

Appendix 1 – Mandatory Documentation ................................................................................ 30

Appendix 1 – Attachment “A” - Proposal Submission Form.................................................... 31

Appendix 1 – Attachment “B” – Agreement to Bond…………………………………………38

Appendix 2 – Evaluated Criteria............................................................................................... 40

Appendix 2 – Attachment “A” - Executive Summary and Understanding the Requirements . 42

Appendix 2 – Attachment “B” - Company Demonstrated skill and Project experience ............43

Appendix 2 – Attachment “C” – Key Personnel ...................................................................... .47

Appendix 3 – Price Form………………………………………………………………………50

**Appendix 1 – Mandatory Documentation**

**Mandatory Documentation**

Proponents are required to submit the following mandatory documentation described in the table

below in the **“Qualification Envelope”** in the Ontario Tenders Portal (“OTP”).

|  |  |  |
| --- | --- | --- |
| Title | Electronic File Name | Proponent Action Required |
| Site Tour |  | Attend the site tour. |
| Proposal Submission Form | Appendix 1 – Attachment A – Proposal Submission Form | Download, complete and submit the form. |
| Project Schedule |  | Upload a Gantt chart illustrating the project schedule and key dates. |
| Proof of Insurance |  | Proponent to provide a letter from insurer confirming coverage currently meets the minimum requirements specified in the CCDC2 contract and supplementary conditions. |
| Agreement to Bond | Appendix 1 – Attachment B – - Agreement to Bond | Download, complete and submit the form. |
| WSIB – Clearance Certificate |  | Provide a recent (within 3 months) WSIB – Clearance Certificate report. |
| Worker Health and Safety Awareness Training |  | Provide evidence of completed training by Key Personnel. |
| Holland Bloorview Contractor Safety Package |  | Complete and submit the Holland Bloorview Contractor Safety Package. |

**Appendix 1 - Attachment “A”**

**Proposal Submission Form**

**RFP No.: 1975095426**

**TO:** Plexxus

1 Dundas Street West, Suite 1700

Toronto, Ontario Canada

M5G 1Z3

**ATTENTION: Steven Kostov, Bid Administrator**

**RE: Holland Bloorview Kids Rehabilitation Hospital**

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) Name(s) 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

– Instructions to Proponents;

ii. 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

iii. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;

iv. we have made any necessary inquiries with respect to Addenda issued by Plexxus and have ensured that we have received and examined all Addenda to the RFP Documents;

v. our Proposal is based on the terms and conditions of the RFP Documents;

vi. we acknowledge and accept the obligations set out in the RFP documents concerning Confidentiality;

vii. we have examined, reviewed, understood and will abide by all rules, regulations, terms and conditions with the information found in the RFP Article 6.

viii. 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;

ix. 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;

x. 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;

xi. 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 Plexxus or the Proponent, as set out in RFP Documents;

xii. Plexxus and the Purchasers may, in their absolute discretion, reject any Proposal found to contain false or misleading information;

xiii. 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 Plexxus, to its consultants retained for the purpose of evaluation or participating in the evaluation of our Proposal;

xiv. 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 Plexxus’ advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal;

xv. we give consent to Plexxus to conduct reference checks other than the references provided with our

Proposal Submission;

xvi. 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;

xvii. we acknowledge and agree that if we are identified as a Preferred Proponent, we will execute the applicable Agreement without amendment;

xviii. All of the privacy terms provisions in this Purchasers’ Information Practices Schedule survive the termination of any Agreement.

xix. The Purchaser reserves the right to undertake legal action to obtain an order stopping or preventing the Proponent from violating the privacy terms in this Purchasers’ Information Practices Schedule. The Proponent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm;

**4. Conflict of Interest and Unfair Advantage**

(a) 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**

(b) 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**

**5. Litigation History**

Plexxus 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 Holland Bloorview Kids Rehabilitation Hospital, having its principal place of business at, 150 Kilgour Road, Toronto, Ontario M4G 1R8T, Toronto (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(s) 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 indirectly through another party (e.g. a service provider or related party), against or involving Holland Bloorview Kids Rehabilitation Hospital, having its principal place of business at, 150 Kilgour Road, Toronto, Ontario M4G 1R8T (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 Plexxus 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(s) 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:

**6. Proof of Authority**

We acknowledge that Plexxus reserve the right to require the undersigned to provide proof, in a form acceptable to Plexxus, 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.

**7. Projects at Holland Bloorview Kids Rehabilitation Hospital**

Within the past 5 yrs., if applicable, list any completed and/or ongoing projects at Holland Bloorview Kids Rehabilitation Hospital. Provide their value and status:

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Name** | **Hospital** | **Value** | **Status** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

**SIGNATURE PAGE FOLLOW –**

**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 1 – Attachment B**

**Agreement to Bond Form**

**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 shall be 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 shall 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 shall 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**

|  |  |  |
| --- | --- | --- |
| **To:** |  **HOLLAND BLOORVIEW KIDS REHABILITATION HOSPITAL** | (“HBKR”) |
| **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 total price, and;

(b) a labour and material bond totaling **50%** of the total price.

For the following bid:

|  |  |
| --- | --- |
| **Project Name and RFP #** | **RFP ID 1975095426 Renovation of the Spiral Garden** |
| **Name of Proponent** |  |

If the bid for the above mentioned is accepted by the Holland Bloorview Kids Rehabilitation Hospital, 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 2 – Evaluated Criteria**

Proponents should submit the following information as described in the table below in the **“Technical Envelope”** in the Ontario Tenders Portal (“OTP”).

|  |  |  |
| --- | --- | --- |
| Evaluation Criteria | Appendix | Weight |
| **1.0 Executive Summary and Understanding the Requirements*** Provide a maximum 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.
* 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
 | Appendix 2 – Attachment A  | 20 |
| **2.0** **Company Demonstrated skill and Project Experience**1. Proponents should detail and describe their relevant experience in healthcare facilities and landscaping and specifically to this scope of the project.
2. Proponents should describe previous similar projects completed in the last 5 years as it pertains to the scope of work in this RFP. Please describe a minimum of three projects.
3. 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.
 | Appendix 2 – Attachment B  | 20 |
| **3.0** **Key Personnel** Please provide the names and resumes of all team members assigned to this project including Project Manager and Site superintendent. Please provide experience for each team member that directly relates the project’s scope of work.Proponent should provide detailed resumes for their Project Manager. Detail and describe their relevant experience in health care facilities, specifically as related to the scope of this projects | Appendix 2 – Attachment C  | 30 |
| **4.0** **Methodology and Approach**1. Outline the comprehensive methodology and approach you will follow in completing all aspects of this RFP.
2. Please outline methodology for delivering a project on time, on budget and accident free on a fast tracked schedule,
3. Address health and safety methodologies that your team will implement on the site.
4. 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 tasks and key milestones in a GANTT format and explain how you will meet the required completion date
5. Outline the comprehensive methodology and approach you will follow for Approvals, Financial reporting, draws and holdbacks.
6. Outline any risks associated with this project and how they would be mitigated. Provide examples of how you have accomplished this in previous projects.
7. Provide recommendation and or value adds to enhance the overall outcome of this project.
 |  | ***30*** |

**Appendix 2 – Attachment “A”**

**Executive Summary and Understanding the Requirements**

|  |
| --- |
| **Proponent Executive Summary and Understanding of Requirements** |
| Proponent Name: |  |
|  |

**Appendix 2 – Attachment “B”**

**Company Demonstrated Skill and Project Experience**

**Provide three (3) project examples using the templates provided in the next pages.** The projectshave to meet the following criteria:

* 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.

|  |
| --- |
| **PROJECT #1**  |
| Proponent Name: |  |
| Client Name and address: |  |
| Project Name: |  |
| Project Scope andSummary |  |
| 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 Info: | Telephone E-mail |

|  |
| --- |
| **PROJECT #2**  |
| Proponent Name: |  |
| Client Name and address: |  |
| Project Name: |  |
| Project Scope andSummary |  |
| 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 Info: | Telephone E-mail |

|  |
| --- |
| **PROJECT RFERENCE #3** |
| Proponent Name: |  |
| Client Name and address: |  |
| Project Name: |  |
| Project Scope andSummary |  |
| 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 Info: | Telephone E-mail |

**Appendix 2 – Attachment “C”**

**Key Personnel**

Project Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **KEY PERSONNEL EXPERIENCE #1** |
| Proponent Name: |  |
| Key Personnel Name: |  |
| Years worked with Proponent |  |
| Years worked on similar size, scope and complexity of reference Project |  |
| Relevant Certifications andTraining |  |
| **Project Experience** |
| **Client Name and Location:** |  |
| **Project Name:** |  |
| **Key Personnel Role:** |  |
| Project Scope and Summary |  |

|  |
| --- |
| **KEY PERSONNEL EXPERIENCE #2** |
| Proponent Name: |  |
| Key Personnel Name: |  |
| Years worked with Proponent |  |
| Years worked on similar size, scope and complexity of reference Project |  |
| Relevant Certifications andTraining |  |
| **Project Experience** |
| **Client Name and Location:** |  |
| **Project Name:** |  |
| **Key Personnel Role:** |  |
| Project Scope and Summary |  |

|  |
| --- |
| **KEY PERSONNEL EXPERIENCE #3** |
| Proponent Name: |  |
| Key Personnel Name: |  |
| Years worked with Proponent |  |
| Years worked on similar size, scope and complexity of reference Project |  |
| Relevant Certifications andTraining |  |
| **Project Experience** |
| **Client Name and Location:** |  |
| **Project Name:** |  |
| **Key Personnel Role:** |  |
| Project Scope and Summary |  |

**Appendix 3**

**PRICE FORM**

**PROJECT**: Holland Bloorview Kids Rehabilitation Hospital – Spiral Garden Renovation

The Proponent must use this form to respond to the Pricing requirements. All Proponents should refer to and review Article 6 – Project Specifications and Associated Documents in the RFP before responding. The price schedule below will be utilized with the Agreement. Holland Bloorview Kids Hospital retains the right to select the most advantageous fee approach for the project

**PROPONENT NAME**

1. Declare that we have carefully examined the plan, drawings, scope of work, and general conditions related to the Contract and have visited and investigated the contract site and examined all the conditions affecting the work;

2. I/we agree to complete this contract in accordance with the terms mentioned herein;

3. Do hereby tender and offer to enter into a contract to do all of the work, and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified to complete the work, herein described, in accordance with the plans and scope of work and to accept in full payment therefore, the sums calculated in accordance with the prices set forth as follows:

SCHEDULE

1. Having carefully assessed the proposed Work and having understood and agreed to the requirement of, I/we undertake to:

a. Commence project discussion as soon as the contract is awarded.

b. Complete the full scope of the project by June 1, 2021.

**BASE BID PRICE AND BREAKDOWN:**

|  |  |  |
| --- | --- | --- |
| **Section** | **Cost** | **Vendor Name** |
| Demolition & Removals |  $ |  |
| Tree Protection & Hoarding | $ |  |
| Hard Landscaping (concrete and concrete repairs, Aggregate, Wood Platform) | $ |  |
| Soft Landscaping (Plantings, Seeding) | $ |  |
| Furniture & Equipment (Shade Sails, Awnings, Sheds) | $ |  |
| Mechanical | $ |  |
| Electrical | $ |  |
| Other Fees and Expenses (Overhead, Profit, Bonds, Insurance etc.) | $ |  |
| **TOTAL** | **$** |  |

Pricing will be evaluated based on the total overall price. The pricing breakdown in the Price Form is used only for clarification.

**SEPARATE PRICING**

|  |  |
| --- | --- |
| Separate Price No. 1 – Quiet Area Awning – Supply and Installation | $ |
| Separate Price No. 2 – Concrete bases for benches complete with bench.  | $ |

The separate pricing indicated above is not included in the base bid price. If the project team decides to accept the price, it will be added to the base bid.

**ALTERNATIVE PRICES**

The Purchaser identified the alternatives items described below. The **Alternative Prices** are **NOT** included in **the Total Base Bid Price.**

The alternative prices must include all the applicable time and material costs, profits and overheads, net to the Purchaser, exclusive of the HST, and available for acceptance for the same period of time as the Total Base Bid Price.

**If any or all of the Alternatives are accepted, the lowest bidder will be determined based on the total price of the Total Base Bid Price and the selected Alternative Price(s).**

* + - * 1. Alternative #1a: Waterproof Shade Sail

Alternative Description: Wood Working

 ***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; Base Bid Price: $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; the Schedule: Weeks: \_\_\_\_\_\_\_\_\_\_

* + - * 1. Alternative #1b: Waterproof Shade Sail

Alternative Description: Spectral Palette

 ***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; Base Bid Price: $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; the Schedule: Weeks: \_\_\_\_\_\_\_\_\_\_

* + - * 1. Alternative #1c: Waterproof Shade Sail

Alternative Description: Upper Gardening

 ***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; Base Bid Price: $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Select)*** □ Addition □ Deduction ***or*** □ No Change to; the Schedule: Weeks: \_\_\_\_\_\_\_\_\_\_

Dated at , this day of , 2020

 Signature of Authorized Person Signing for Contractor

Print Name

Position

**- END OF P R I C E F O RM**

**APPENDIX 4**

**Information Practices Schedule**

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

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

**Practices to Protect Personal Health Information**

1. The Proponent will employ appropriate safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of PHI.

1. The Proponent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
2. The Proponent will not transmit or store any confidential information of a Purchaser, including PHI, by or on any electronic mobile computing device or data storage system whatsoever without the express permission of the Purchaser. Where permitted to do so by the Purchaser, the Proponent must ensure that the mobile computing device is strongly encrypted (minimum 256 bit, or any future, then current, standard) and that the encryption status can be positively verified by the Purchaser as being in place prior to the storage or transmission of the information.
3. The Proponent will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements and employee sanctions.
4. The Proponent will ensure that all employees who have access to PHI from the Purchaser have undergone screening that includes reference checks.
5. The Proponent will ensure that its employees who are fired, resign or no longer require access to PHI from the Purchaser return all PHI to the Purchaser and can, thereafter, no longer access applications, hardware, software, network and facilities belonging to either the Proponent or the Purchaser.
6. The Proponent will revoke any user’s access to PHI if security is breached and, on the Purchaser’s, reasonable request.
7. At the termination of the Agreement, the Proponent will return or destroy all PHI received from, created or received by the Proponent on behalf of the Purchaser that the Proponent maintains custody of in any form and will retain no copies of PHI thereafter. The Proponent will certify to the Purchaser that all such PHI has been returned or destroyed, as the case may be. If such return or destruction of PHI is not feasible, the Proponent will notify the Purchaser of this fact, extend the protections of the Agreement to all PHI in its custody and will cease all further uses and disclosures.

**Notification of and Communication with the Purchaser**

1. The Proponent will provide the Purchaser with the name of a contact person at the Proponent’s organization responsible for the Proponent’s privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.
2. The Proponent will provide notice to the Purchaser’s Privacy Office if the nature of the Proponent’s business and the services being provided to the Purchaser require that the Purchaser PHI must be transmitted or access be provided to any of the Proponent’s personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the PHI will be transmitted or from where it will be accessed. The successful Proponents will be provided with the Purchaser’s Privacy Office information subsequent to the award.
3. The Proponent will report to the Purchaser’s Privacy Office at the Proponent’s first reasonable opportunity, but in any event no more than 48 hours after the Proponent becomes aware of any use, disclosure (including being legally compelled), theft or unauthorized access of PHI by the Proponent or any of the Proponent’s agents or subcontractors to whom the Proponent provided the Purchaser PHI.
4. The Proponent will refer anyone trying to access, correct or complain about their PHI to the Purchaser’s Privacy Office within 48 hours of receiving the complaint or request for access or correction. The Proponent will cooperate with and assist the Purchaser in the management of any such request for access or correction or complaint.
5. The Proponent will, upon request, make PHI available to the Purchaser for amendment and incorporate any amendments into the Proponent’s records of PHI. During the term of the Agreement, the Proponent may never deny the Purchaser access to its patients’ PHI.
6. The Purchaser reserves the right to: inspect any goods used or records maintained by the Proponent in connection with the provision of goods or services; question the Proponent’s personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices.

**Additional Purchaser Rights**

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