REQUEST FOR PROPOSALS (RFP)

RFP No. 2735479312

For

**General Contractor to Fit-out Uxbridge Foundation Office**

Issue Date: MAY 2, 2023

Last DaTe for Questions: mAY 12, 2023

Closing Time: 2:00 PM LOCAL TORONTO TIME On

mAY 23, 2023

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Request for Proposal (“RFP”)

RFP No: 2735479312

# 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 8:00 a.m. to 4:00 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 MMC 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 members and customers;

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

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

#### “**Preferred Proponent**” means a Proponent that MMC 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 any publicly funded healthcare organization in Canada that is designated by MMC as an entity authorized to purchase Services under this RFP and includes all MMC Customers;

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

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

#### **“Unfair Advantage**” in relation to the RFP process, means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to: (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to MMC or a Purchaser and which is not available to other Proponents; (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness; and

#### **“Unintentional Error of Form”** is an error that MMC is satisfied represents incomplete information not consistent with theProponent’s intentions and, if relevant, known capabilities at the time the Proposal was submitted.

Some examples of “Unintentional Errors of Form” are:

##### corrections of inconsistencies in the Proposal where the area of error is clear and not critical to comparative evaluation;

##### the unintentional omission of declarations; and

##### an attachment explicitly referred to in the body of a Proposal but omitted from the submission.

## Rules of Interpretation

This RFP will 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 will 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”, will not be deemed limited by the specific enumeration of items but will, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

#### In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” will not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

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

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

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

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

## Agreement

The Preferred Proponent shall be required to enter into an agreement (“**Agreement**”) based on the Schedule D - Form of Agreement. The Agreement will be signed on or around May 2023, and no obligation on the part of any Purchaser shall arise until such time as the Agreement is signed (provided that the rights and obligations specified in this RFP shall apply between Plexxus and each compliant Proponent).

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

The Purchaser is seeking to enter into an Agreement with the Preferred Proponent for provision of the services described herein. It is the intention of the Purchaser to enter into an Agreement which would commence at the conclusion of this RFP process, on or around early June 2023 and concluding at the substantial completion of the project, estimated to be on or around late September, 2023, or upon mutual agreement that the work as defined in the contract is completed. Project commencement and conclusion dates may be adjusted to align with project and/or administrative requirements by the Purchaser.

## Purpose

This RFP is an invitation from MMC to prospective suppliers to submit Proposals for the provision of general contractors to fit-out the Uxbridge foundation office (the “**Services**”) on behalf of the Purchaser listed in the table below:

|  |
| --- |
| Oak Valley Health Uxbridge Site |

## Objectives

### MMC Objectives

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

#### to identify one or more Proponents for the supply of Services as further detailed in this RFP;

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

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

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

## Project Information and Background

### Background and Current State

Oak Valley Health is seeking the services of a General Contractor to fit out a shelled space in our Medical Office Building located adjacent to our Uxbridge Hospital. The purpose of this renovation is to create our Uxbridge Hospital Foundation office. This is currently a vacant, shelled space in a building constructed within the past year. The General Contractor will build out the office space as indicated in the attached drawings and specifications package.

While MMC and the Purchaser have used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as guidance for Proponents. The information is not guaranteed or warranted to be accurate by MMC or the 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.

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

**Extensibility:**

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

* Proponent submissions under this RFP will be made available to Ontario Health, the Ministry of Health, the Ministry of Long-Term Care, the Ministry of Government and Consumer Services, Ontario Healthcare Providers (“OHP”) and Shared Service Organizations (“SSO”) through direct distribution or upon request;
* Any OHP or SSO, and their respective affiliates, may purchase goods and/or services under this RFP, including OHPs and SSOs that may participate in the future after the expiration of any existing contracts with other vendors;
* Proponent submissions under this RFP may be accessed by any OHP or SSO at any time during the term of the contract;
* Any volumes described in this RFP are estimates based on the OHPs and SSOs participating under this RFP and do not include any additional volumes from OHPs or SSOs that may participate in this RFP in the future. Proponent submissions will be evaluated based on the estimated volumes described in this RFP;
* Any OHP or SSO that accesses this RFP will conduct its own financial evaluation taking into account its estimated volumes;
* Any OHP or SSO that accesses the RFP submissions will conduct its own evaluation of the submissions in accordance with the methodology described in this RFP; and
* If applicable, this RFP will indicate which elements of pricing must be extended to all OHPs and SSOs and which elements or pricing may have a variable component (e.g. pricing that differs based on geography).

### Future/Desired State

The intent with this RFP is to:

Procure a General Contractor led construction team to create our Uxbridge Hospital Foundation Office within our current shelled space in the Medical office building located adjacent to the Uxbridge Hospital. This includes but is not limited to; reception area, workstations, 2x closed offices, storage, coat closet, kitchenette, and all associated architectural, mechanical, electrical, data and communications requirements.

The General Contractor will be required to build out the office space as defined in the attached drawings and specifications package.

# 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 must not communicate with or attempt to communicate with the following:

#### any employee or agent of MMC (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 MMC 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 MMC, 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 will a Proponent rely upon any information or instruction from any officer, director, employee, or agent of MMC, 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 MMC, any Purchaser or the Purchaser’s governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees) will be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Bid Administrator.

## RFP Tentative Schedule

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

| Event | Date |
| --- | --- |
| RFP Issue Date | May 2, 2023 |
| Mandatory Site Meeting/Information Session  Meeting Point – Lobby of the Uxbridge Medical Centre  In order to participate in the site tour, please submit a pre-bid site tour registration from to me at [steven.kostov@plexxus.ca](mailto:steven.kostov@plexxus.ca) by May 8, 2023 at 12:00 PM | May 9, 2023  10:00 AM EST |
| Questions to be Submitted in Writing (see Section 2.4.1 Submission) | May 12, 2023  4:00 PM EST |
| Last Date for Issuing Addenda | May 16, 2023 |
| Closing Time | May 23, 2023  2:00 PM EST |
| Rectification Period  Refer to Section 4.3 Rectification Period for complete details on this process | |
| Anticipated Award Date | June 2023 |

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

#### MMC 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 will thereafter be subject to the extended timeline.

#### The RFP process will not be subject to public opening of Proposals at any stage of evaluation.

### Site Meeting

The Purchaser has scheduled a **mandatory** **site meeting** at the following location: Lobby of the Uxbridge Health Centre – 4 Campbell Drive Building B. Uxbridge ON L9P 1R5. The mandatory site meeting will give Proponents an opportunity to view and verify the work site as well as take any necessary site measurements.

Proponents are clearly advised that the Site Meeting is mandatory and must be attended. Proposals received from firms that did not attend the site visit will not be considered for evaluation. It is the responsibility of any Site Meeting attendee, to make sure that their attendance is noted on the sign in sheet.

A maximum of (1) one attendee per Proponent may attend. Proponents should send the names of attendees to the Bid Administrator via OTP one (1) day prior to the Site Meeting. Proponents shall be prepared for screening questions and ensure the COVID-19 measures are followed. Depending on the number of attendees, the Bid Administrator may split the attendees into smaller groups as the Purchaser can only allow a limited number of attendees on the site at the same time. Proponents will plan accordingly to allocate sufficient time to complete the Site Meeting.

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

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

It is the Proponents sole responsibility to seek clarification following the site meeting. Refer to Section 2.4 of this RFP for information regarding request for clarification / question period.

## 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 cannot:

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

## Question-and-Answer (Q&A) and Addenda

### 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.

#### Questions shall be submitted via OTP Messaging functionality by the date identified in the RFP Tentative Schedule. The Purchaser reserves the right not to answer any questions submitted after that date.

### Question-and-Answers

MMC 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 Q&A to Proponents by posting such Q&A on the OTP. In answering a Proponent’s questions, MMC 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 is responsible to verify that it has received all of the Addenda and Q&A’s that have been issued. All Addenda will 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 MMC.

## 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 will 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 MMC 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 MMC 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.

## 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 must be provided at the Proponent’s expense.

## Proponent’s Proposals

All compliant Proposals become the property of MMC 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 is irrevocable by the Proponent for 60 calendar days from the Closing Time**.**

## 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 Sections 2.4.2 Question-and-Answers and 2.4.3 Issued Addenda, MMC has the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFP. The Proponent is responsible to ensure it has reviewed all Q&A’s and Addenda.

## Clarification of Proponent’s Proposal

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

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

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

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

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

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

## Verification of Information

MMC has 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 MMC may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable; or

#### access the Proponent’s premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability.

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

## Proposal Acceptance

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

## Substantial Compliance

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

## No Publicity or Promotion

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

In the event that a Proponent, 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, MMC is entitled to take all reasonable steps as may be deemed necessary by MMC, including disclosing any information about a Proponent’s Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

## 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 MMC, and MMC will conduct such debriefing.

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

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

## Bid Protest Procedure

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

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

A protest in writing must include the following:

#### a 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.

#### MMC will 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 MMC finds that the Proponent’s protest is without merit, then MMC will make such finding known to the Proponent in its written response to the Proponent and this protest procedure is complete.

Part B Additional Terms

## Confidentiality

### Confidential Information of MMC and the Purchaser

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

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

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

#### 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 MMC upon request.

### Confidential Information of the Proponent

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

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

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

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because MMC or any Purchaser has refused to execute any confidentiality agreement, the Proponent will 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 will 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 will be maintained for a period of seven (7) years from the time of collection. Should MMC request such information from the Preferred Proponent during the evaluation process to finalize any Agreement that may be awarded from this RFP, MMC will treat this information in accordance with the provisions of this section.

#### Use - Any Personal Information that is requested from each Proponent by MMC will only be used to select the qualified individuals to undertake the work required by this RFP and to confirm that the work performed is consistent with these qualifications.

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

### Non-Disclosure Agreement

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

## 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.

The Agreement requires 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 are governed by the specific terms of this RFP. For more information, please refer to the CFTA website at https://www.cfta-alec.ca/ or to the CETA website at http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng or the Trade and Cooperation Agreement between Quebec and Ontario at http://www.ontario.ca/business-and-economy/trade-and-cooperation-agreement-between-ontario-and-quebec.

## Permits, Licences and Approvals

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

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

## Intellectual Property

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

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

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

## Rights of MMC – General

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

#### 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 MMC’ discretion, provided that any clarification or submission of supplementary written information is not an opportunity for the Proponent to correct errors other than those deemed to be Unintentional Errors of Form as per Section 2.13) in its Proposal or to change or enhance the Proponent’s Proposal in any material manner;

#### request review of abnormal pricing in a Proponent’s Proposal, as permitted by Article 515.6 of the CFTA;

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

#### 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;

#### eliminate the Proponent with the lowest score for General Requirements or any Proponent whose score for General Requirements is below 50% of the maximum score for General Requirements;

#### eliminate any Proponent whose bid price is 25% more or less expensive than average bid price of all other compliant Proponents;

#### 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 MMC;

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

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

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

##### the Proposal prices exceed the costs the Purchaser 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 MMC cancels this RFP, MMC may do so without providing reasons, and MMC may thereafter issue a new request for proposals, request for qualifications, sole source or do nothing;

#### 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 MMC and/or the Purchaser or is otherwise engaged in a dispute with MMC and/or the Purchaser.

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

## Rights of MMC – Preferred Proponent

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

#### extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, MMC may, in its sole discretion, terminate the discussions;

#### 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.

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

#### 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 will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.

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

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

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

## Assignment

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

## 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 prevails over the Schedules during the RFP process.

## Governing Law

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

# 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.

## General

Every Proponent must provide its responses to the RFP using the Schedule E - RFP Response Appendices, including any Appendices 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 prevails.

## Bid and Performance Security

### Bid Security

Not applicable.

### Performance Security

Not applicable.

## Conflict of Interest

### MMC 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 in Appendix 1 - Proposal Submission Form.

## 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; and

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

# 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. MMC will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

| **Description and Scoring** | |
| --- | --- |
| Stage I – Mandatory Requirements | Pass/Fail |
| Stage II – General Requirements | 40 points |
| Stage III – Pricing | 60 points |
| Stage IV – Reference Validation | Pass/Fail |

## Stage I - 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 *OTP Qualification Envelope*, or as otherwise directed in the RFP.

Please refer to Schedule E – RFP Response Appendices - Mandatory Requirements.

## Rectification Process

MMC has allowed for a rectification period of certain Mandatory Requirements. The Mandatory Requirements that are subject to rectification for the purposes of this RFP are outlined in Schedule E – RFP Response Appendices. MMC will not accept any other documents for rectification outside of those explicitly identified.

The Bid Administrator for this RFP process will issue a formal written request for rectification via the secure messaging functionality on Ontario Tenders Portal (“**OTP**”) for the outlined items following the RFP closing deadline. The request for rectification will outline all requirements and time frame for response to comply with the rectification period process.

Failure to provide the rectifiable items within the outlined timeframe will result in the item being marked as a failure to provide a Mandatory Requirement and the Proposal will be deemed disqualified from proceeding to the next stages of the evaluation process.

MMC is under no duty to notify or alert any Proponent to errors or omissions in regard to items not outlined as Mandatory Requirements for rectification. Proponents remain responsible for the content and accuracy of their Proposals.

## Stage II – General Requirements

Proponents are required to provide their response to the General Requirements of this RFP using Schedule E – RFP Response Appendices – General Requirements, including Appendix 2 - Evaluated Criteria and upload the response to the *OTP Technical Envelope* or as otherwise directed in the RFP.

As part of the evaluation of general requirements, MMC will identify suppliers with evaluation scores for Stage II that fall below a threshold of fifteen (15%) percent of the average of the general/technical evaluation scores for all compliant Proponents. Suppliers who do not achieve this threshold will not remain in consideration and will not proceed to Stage III - Pricing Evaluation.

|  |  |  |  |
| --- | --- | --- | --- |
| Sample of General Requirements Evaluation Threshold | | | |
| **Proposal** | **Stage II Score**  **(Total Points Available = 100)** | **Formula Breakdown** | **Technical Weighting (Fifteen (15%) percent below the average)** |
| Proponent A | 90 | **Average Score**  75 points  **15% Deviation to Average Score**  75 points x15% = 11 points  **Pass Threshold**  75-11 =  **64 points** | Proceed to Stage III - Pricing |
| Proponent B | 80 | Proceed to Stage III - Pricing |
| Proponent C | 55 | **Below 64 Points DOES NOT** Proceed in RFP Process |

## Stage III - Pricing

Proponents are to complete Appendix 3 – Price Form and upload it to the *OTP Commercial Envelope* in accordance with the instructions contained in this RFP.

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

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

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

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 (as an example)***

|  |  |  |
| --- | --- | --- |
| 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. Proponents with the price more than twice higher than the lowest compliant price will be eliminated from further consideration.

## Tie Score

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

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

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

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

References will be assessed on a pass/fail basis as to their satisfaction with the services rendered, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team. MMC will utilize the references provided in the Proponents response to Appendix 2 – Attachment E for the purpose of validation.

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

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

## Discussions with Preferred Proponent

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

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

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

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

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

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

Once an Agreement has been entered into between the Purchaser and the Successful Proponent, the other Proponents will be notified by MMC 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 MMC, and MMC will conduct such debriefing.

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

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

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

# SCHEDULES

## Schedule A: Proponent Confirmation Form

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

1. is fully aware and informed as to the extent and character of the Services required;
2. is fully aware that if the Proponent is a non-resident under the *Income Tax Act* (Canada) and amounts payable to the Proponent under this Agreement are subject to withholding taxes under Applicable Laws, the Purchaser will withhold and remit such amounts to the applicable taxing authority in accordance with Applicable Laws;
3. has the legal and financial capacities, and commercial and technical abilities to undertake the requirements of this RFP;
4. is not bankrupt or insolvent;
5. has not made any false declarations as it relates to this RFP;
6. did not have any significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with the Purchaser;
7. does not have any final judgment in respect of serious crimes or offences;
8. has not conducted any professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
9. has not failed to pay taxes;
10. can furnish the required Services;
11. accepts all the terms and conditions of this RFP; and
12. acknowledges that it has read, understood and agreed to the terms and conditions of this RFP.

## Schedule B: Information Exhibits

**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 Exhibits 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 Exhibits 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 Exhibits Schedule. The Proponent acknowledges that any breach of these practices may result in the Purchaser suffering irreparable harm.

## Schedule C: Scope of Work

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

|  |  |
| --- | --- |
| Item # | Document |
|  | 20230502\_Uxbridge Foundation Office\_IFT\_ARCH\_DWGS |
|  | 20230502\_Uxbridge Foundation Office\_IFT\_ELEC |
|  | 20230502\_Uxbridge Foundation Office\_IFT\_MECH |
|  | 20230502\_Uxbridge Foundation Office\_IFT\_ARCH\_SPECS |
|  | Oak Valley Health Construction Safety Policy Document |
|  | Oak Valley Health Contractor Procedure Manual |

### Health and Safety Requirements

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

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

## Schedule D: [Form of Agreement](#_Toc529803070)

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

Please refer to the following separately attached file(s):

* CCDC 2 - 2020 Stipulated Price Contract
* MMC Standard Supplementary Terms and Conditions to CCDC 2 - 2020 Stipulated Price Contract

## Schedule E: RFP Response Appendices

1. **Mandatory Requirements**

Proponents are required to submit the following mandatory documentation described in the table below to the *OTP Qualification Envelope”*

|  |  |  |  |
| --- | --- | --- | --- |
| REQUIRED (MANDATORY) DOCUMENTATION | PASS/FAIL (P/F) | OTP ENVELOPE | RECTIFIABLE  (YES/NO) |
| **Proposal Submission Form (Appendix 1)**  Download, complete and attach completed Appendix 1 form | **P/F** | Qualification | Y |
| A valid Ontario **WSIB Clearance Certificate** | **P/F** | Qualification | Y |
| **Proof of Insurance**  The Proponent shall provide a certificate of insurance from its insurer(s) confirming that the Proponent’s coverage meets the insurance requirements set out in the Supplementary General Conditions to the CCDC contract*,* including Commercial General Liability, Auto and Contractor’s Pollution Liability as required.  As an alternative, the Proponent can provide a letter from its insurer(s) confirming that the Proponent shall meet such insurance requirements and provide certificate(s) of insurance prior to the contract award.  By submitting the proof of insurance, the Proponent acknowledges it understands that the Purchaser must be indicated as ‘additional insured’ to fulfill the insurance requirements set out in the Supplementary General Conditions to the CCDC contract. | **P/F** | Qualification | Y |
| **Health and Safety Certifications**  The Proponent will provide proof of their most recent training/certification for their **Project Manager & Site Supervisor** who will provide services on The Work site in the following areas:   * Infection Prevention and Control (IPAC) training   + Fundamentals of Infection Control During Construction, Renovation and Maintenance of Healthcare Facilities   + Effective Implementation and Practical Applications of Infection Control During Construction, Renovation and Maintenance of Health Care Facilities * Worker Health and Safety Awareness training & Supervisor Awareness / Competency training * WHMIS for Employee and Supervisor * Hazardous Materials Awareness and compliance with the designated substance regulation (ie. Asbestos)   **(Proof of personnel certification/training is required)** | **P/F** | Qualification | Y |

1. **General Requirements**

The general/technical requirements (Evaluated Criteria) Documentsmust be submitted in the*OTP Technical Envelope:*

* Appendix 2 - Evaluated Criteria
  + Attachment A – Executive Summary and Understanding the Requirements
  + Attachment B - Company Demonstrated Skill and Experience
  + Attachment C - Personnel Demonstrated Skill and Experience
  + Attachment D - Methodology and Approach
  + Attachment E - Project References

1. **Pricing**

Pricing proposal must be submitted in the *OTP Commercial Envelope:*

* Appendix 3 – Price Form

Additional information/document related to the Mandatory Requirement or General Requirements submitted in the *OTP Commercial Envelope* will not be considered.