



SECOND STAGE REQUEST FOR QUOTATIONS (RFQ)

RFQ NO. CW20848

**RFSQ 2726575841 – PREQUALIFIED GENERAL CONTRACTORS
RFSQ 2727921843 – PREQUALIFIED MECHANICAL & ELECTRICAL
CONTRACTORS**

FOR

**CAMPBELLFORD MEMORIAL HOSPITAL
GENERATOR BUILD PROJECT**

ISSUE DATE: OCTOBER 10, 2024

LAST DATE FOR QUESTIONS: OCTOBER 24, 2024

**CLOSING TIME: 2:00 PM LOCAL TORONTO TIME ON
NOVEMBER 7, 2024**

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REQUEST FOR QUOTATION (“RFQ”)

RFQ NO.: CW20848

Article 1 Introduction

1.1 Introduction

Mohawk Medbuy Corporation acting on behalf of Campbellford Memorial Hospital as the Bid Administrator, welcome the prequalified Respondents to the CMH Generator Build Project.

1.2 Definitions

The following definitions apply:

- a. **“Agreement”** has the meaning ascribed in Section 1.3 Agreement;
- b. **“Applicable Law”** and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;
- c. **“Bid Administrator”** means the individual identified in Section 2.1 Bid Administrator;
- d. **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;
- e. **“Closing Time”** means the Quotation submission date and time as set out in this RFQ and as may be amended from time to time in accordance with the terms of the RFQ;
- f. **“CFTA”** means the Canadian Free Trade Agreement;
- g. **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under this RFQ or any Agreement, the Respondent’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 RFQ or any Agreement;
- h. **“Days”** means calendar days;
- i. **“Evaluation Team”** means the individuals who have been selected by MMC to evaluate the Quotations;
- j. **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* (Ontario);

- k. **“MMC”** means Mohawk Medbuy Corporation, which is a not-for-profit corporation created for the purpose of providing services to its members and customers;
- l. **“MMC Customer”** means any of the organizations identified as members or customers of MMC at the following website: <https://www.mohawkmedbuy.ca/membership>;
- m. **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual as provided in FIPPA;
- n. **“Preferred Respondent”** means a Respondent with the lowest priced Quotation in accordance with the evaluation process;
- o. **“Purchaser”** means the MMC Customer identified in Section 1.4 Purpose;
- p. **“Quotation”** means all of the documentation and information submitted by a Respondent in response to the RFQ;
- q. **“Respondent”** means an entity that submits a Quotation in response to this RFQ and, as the context may suggest, refers to a potential Respondent;
- r. **“Request for Quotations”** or **“RFQ”** means this Request for Quotations issued by MMC, on behalf of the Purchasers, for the supply of Services, and all addenda thereto;
- s. **“Services”** means the services intended to be procured pursuant to this RFQ;
- t. **“Unfair Advantage”** in relation to the RFQ process, means any conduct, direct or indirect, by a Respondent that may result in gaining an unfair advantage over other Respondents, including but not limited to: (i) possessing, or having access to, information in the preparation of its Quotation that is confidential to MMC or a Purchaser and which is not available to other Respondents; (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFQ process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFQ process and result in any unfairness; and
- u. **“Unintentional Error of Form”** is an error that MMC is satisfied represents incomplete information not consistent with the Respondent’s intentions and, if relevant, known capabilities at the time the Quotation was submitted.

Some examples of “Unintentional Errors of Form” are:

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

1.3 Rules of Interpretation

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

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

1.4 Purpose

This Second Stage Request for Quotation (“RFQ”) is issued by MMC pursuant to a Request for Supplier Qualification No. 2726575841 and 2727921843 and (“RFSQ”) issued by MMC on September 15, 2022 and October 18, 2022 on behalf of the Campbell Memorial Hospital.

This RFQ is open only to those invited Respondents that have been prequalified in accordance with the above noted RFSQ. All terms and conditions from the original RFSQ issued are incorporated by reference (specifically see RFSQ Article 1 Introduction and Article 2 Terms and Conditions) to this Second Stage RFQ, unless otherwise updated herein.

Failure to comply with the instructions, submission requirements and the terms and conditions detailed in the RFQ and the attachments hereto may result in rejection of the quotation or disqualified from the RFQ process. Unless otherwise defined in this document, all capitalized terms have the meanings ascribed to them in the Agreement attached hereto.

1.5 Objectives

1.5.1 MMC Objectives

MMC is seeking to satisfy the following objectives in issuing this RFQ

- a. to identify one Respondent, the Preferred Respondent, for the supply of Services as further detailed in this RFQ;
- b. achieve the best solution for the needs of the Purchaser;
- c. obtain quality Services at best overall value; and
- d. enhance customer satisfaction and improvements in Services.

1.6 Project Information and Background

1.6.1 Background and Current State

This RFQ is being issued on behalf of the Purchaser to obtain Bids for Services related to CMH Generator Build Project from invited prequalified Respondents(s) (the “Deliverables”). MMC is representing the Purchaser as its Bid Administrator, as further defined herein, and any rights or obligations of MMC provided herein will be exercised on the Purchaser’s behalf and in the Purchaser’s best interests.

While MMC and the Purchaser have used considerable effort to ensure an accurate representation of information in this RFQ, the information contained in this RFQ is supplied solely as guidance for Respondents. 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 RFQ is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

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

1.7 Agreement

The Preferred Respondent will be required to enter into an agreement (“**Agreement**”) based on the form of agreement included with this RFQ. The Agreement will be signed on or around November 2024 and no obligation on the part of the Purchaser will arise until such time as the Agreement is signed (provided that the rights and obligations specified in this RFQ will apply between MMC and each Respondent).

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

The Purchaser is seeking to enter into an Agreement with the Preferred Respondent 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 RFQ process, on or around November 2024 and concluding at the substantial completion of the project, initially estimated to be on or around July 2026, 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

1.8 Supplier Performance Program

The Respondent will adhere to all terms and conditions of the Supplier Performance Program (“Program”) established for CMH and administered by MMC, which may be updated from time to time. The Program will be administered in accordance with the Procurement Policy and procurement procedures of CMH. MMC is responsible for the Program and monitoring Respondent bidding behaviour and performance through CMH evaluations. The purpose of the Program is to monitor the performance of the Preferred Respondent within the Vendor of Record list, to ensure the responsible management of contracts and enhancement of the value of the CMH. Any questions or comments should be directed to the Bid Administrator regarding the Program. Refer to Sample Supplier Scorecard for specific details.

Article 2 RFQ Terms and Procedures

Part A Procedure

2.1 Bid Administrator

2.1.1 Contact Information

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

Name: Mark Henry

Title: Sr. Manager, Redevelopment, MMC

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

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

2.1.2 Notice

Respondents are advised that from the date of issue of the RFQ through any award notification:

- a. only the Bid Administrator is authorized by MMC to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ;
- b. as noted above, Respondents 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;

- c. under no circumstances will a Respondent 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
- d. 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 Respondent, with the exception of information or instructions provided in writing by the Bid Administrator.

2.2 RFQ Tentative Schedule

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

Event	Date
RFQ Issue Date	October 10, 2024
<u>Mandatory Site Meeting</u> Location: 146 Oliver Rd, Campbellford ON Inside Main Entrance	October 17, 2024 10:00 AM EST
Questions to be Submitted in Writing (see Section 2.4.1 Submission)	October 24, 2024 4:00PM EST
Last Date for Issuing Addenda	October 31, 2024
Closing Time	November 7, 2024 2:00PM EST

- a. 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 Bonfire.
- b. MMC may amend any timeline, including the Closing Time, without liability, cost or penalty, and within its sole discretion.
- c. In the event of any change in the Closing Time, the Respondents must thereafter be subject to the extended timeline.
- d. The RFQ process will not be subject to public opening of Quotations at any stage of evaluation.

2.3 Site Meeting/Information Session

The Purchaser has scheduled a mandatory **site meeting** for **October 17, 2024 at 10:00 am** at the following location: Inside Main Entrance. The mandatory site meeting will give

Respondents an opportunity to view and verify the work site as well as take any necessary site measurements.

Respondents are clearly advised that the site meeting is mandatory and must be attended. Bids 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.

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. Respondents 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 Respondent's representatives present. Respondents are encouraged to be at the designated meeting location thirty (30) minutes prior to the schedule start of the meeting. No allowances will be made for Respondents arriving later than five (5) minutes after the scheduled start time of the visit. Respondents who fail to attend the mandatory site meeting or do not sign in upon arrival will not be eligible to submit a Quotation.

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

It is the Respondents sole responsibility to seek clarification following the site meeting. Refer to Section 2.4.1 of this RFQ for information regarding request for clarification / question period.

2.4 Information

2.4.1 Respondent to Review

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

2.4.2 Respondent to Notify

In the event that a Respondent has any reason to believe that any of the circumstances listed in Section 2.3.1 (Respondent to Review) exist, the Respondent must notify the Bid Administrator via Bonfire's Q & A Board prior to submitting a Quotation. The Bid Administrator will then clarify for the benefit of all Respondents.

Respondents can not:

- a. after submission of a Quotation, claim that there was any misunderstanding or that any of the circumstances set out in Section 2.3.1 Respondent to Review were present with respect to the RFQ; or

- b. claim that MMC is responsible for any of the circumstances listed in Section 2.3.1 Respondent to Review of the RFQ.

2.5 Question and Answer (Q&A) and Addenda

2.5.1 Submission

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

- a. Respondents must submit requests for clarification through the Bonfire Q & A Board.
- b. Where a question relates to a specific section of this RFQ, reference should be made to the specific section number and page.
- c. Questions must be submitted by the date identified in the RFQ Tentative Schedule. The Purchaser reserves the right not to answer any questions submitted after that date.

2.5.2 Question-and-Answers

MMC will provide Respondents with written responses to questions via the Bonfire Q & A Board that are submitted in accordance with Section 2.4.1 (Submission), subject to the provisions of this section. In answering a Respondent's questions, MMC will set out the questions, but without identifying the Respondent that submitted the questions and may, in its sole discretion:

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

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

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

2.5.3 Issued Addenda

Before submitting a Quotation, a Respondent 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 Bonfire at least seven (7) Days prior to the Closing Time, unless it is an Addendum that extends the Closing Time.

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

2.6 Quotation Submission

2.6.1 General

To be eligible for consideration in this RFQ process:

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

Quotations received after the Closing Time will not be considered.

2.6.2 Submission Instructions:

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

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

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

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

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

Important Notes:

- a. When preparing your submission on Bonfire you will first be asked to select which Decisions you are going to submit to. Based on what you choose, Bonfire will build a list of Requested Information that you need to provide.
- b. Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).
- c. Each item of Requested Information will only be visible after the Closing Time.
- d. Uploading large documents may take significant time, depending on the size of the files and your Internet connection speed.
- e. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- f. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. In preparing its Quotation, the Respondent should adhere to the following.

In preparing its Quotation, the Respondent should adhere to the following:

Bonfire

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

Do not save this file in a different format. Saving this file in a different format will invalidate your submission

2.6.3 Receipt

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

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

2.7 Withdrawal of Quotation

A Respondent may withdraw its Quotation by withdrawing before the Closing Time. A Quotation may not be withdrawn after the Closing Time.

2.8 Amendment of Quotation

A Respondent may amend its Quotation after submission, but only if the Quotation is amended and resubmitted before the Closing Time. The Respondent must provide notice to the Bid Administrator in writing and replace its Quotation with a revised Quotation, in accordance with the requirements of this RFQ.

2.9 Completeness of Quotation

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

2.10 Respondent's Quotations

All Quotations become the property of MMC and will not be returned to the Respondents.

2.11 Quotation Irrevocability

Subject to a Respondent's right to withdraw a Quotation in accordance with the procedure described in Section 2.6 Withdrawal of Quotation, a Quotation is irrevocable by the Respondent for 90 calendar days from the Closing Time.

2.12 Acceptance of RFQ

By submitting a Quotation, a Respondent agrees to accept and to be bound by all of the terms and conditions contained in this RFQ, and by all of the representations, terms and conditions contained in its Quotation.

2.13 Amendments to the RFQ

Subject to Section 2.2 RFQ Tentative Schedule and Sections 2.4.2 Question-and-Answer and 2.4.3 Issued Addenda, MMC has the right to amend or supplement this RFQ in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFQ. The Respondent is responsible to ensure it has reviewed all Q&A's and Addenda.

2.14 Clarification of Respondent's Quotation

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

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

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

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

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

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

2.15 Verification of Information

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

- a. verify any Respondent's statement or claim made in the Respondent's Quotation 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 Respondent

statement or claim, if such statement or claim or its Quotation is patently unwarranted or is questionable; or

- b. access the Respondent's premises where any part of the work is to be carried out to confirm Quotation information, quality of processes, and to obtain assurances of viability.

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

2.16 Quotation Acceptance

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

2.17 Substantial Compliance

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

2.18 No Publicity or Promotion

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

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

2.19 Debriefing

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFQ, an unsuccessful Respondent 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 Respondent will be notified in writing.

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

2.20 Bid Protest Procedure

In the event that a Respondent wishes to review the decision of MMC in respect of any material aspect of the RFQ process, the Respondent 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 Respondent will be notified in writing.

A protest in writing must include the following:

- a. a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b. a specific description of each act alleged to have breached the procurement process;
- c. a precise statement of the relevant facts;
- d. an identification of the issues to be resolved;
- e. the Respondent's arguments and supporting documentation; and
- f. the Respondent'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 Respondent in writing within twenty (20) Business Days. If MMC finds that the Respondent's protest is without merit, then MMC will make such finding known to the Respondent in its written response to the Respondent and this protest procedure is complete.

Part B Additional Terms

2.21 Confidentiality

2.21.1 Confidential Information of MMC and the Purchaser

All correspondence, documentation, and information of any kind provided to any Respondent in connection with or arising out of this RFQ or the acceptance of any Quotation:

- a. remains the property of MMC and will be removed from MMC' premises only with the prior written consent of MMC;
- b. must be treated as confidential and will not be disclosed except with the prior written consent of MMC;
- c. must not be used for any purpose other than for replying to this RFQ and for the fulfillment of any related subsequent agreement; and
- d. must be returned to MMC upon request.

2.21.2 Confidential Information of the Respondent

Except as provided otherwise in this RFQ, or as may be required by Applicable Laws, MMC will treat the Respondents' Quotations 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 RFQ regarding confidentiality, the CFTA requires the total value of any Agreement resulting from this RFQ to be published in an award notice. By submitting a response to the RFQ, the Respondent agrees to the publishing of the total value of any Agreement should the Respondent be awarded work hereunder.

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

2.21.3 Respondent's Submission

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

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

2.21.4 Personal Information

Personal Information will be treated as follows:

- a. Submission of Information - The Respondent should not submit as part of its Quotation 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 Respondent during the evaluation process to finalize any Agreement that may be awarded from this RFQ, MMC will treat this information in accordance with the provisions of this section.
- b. Use - Any Personal Information that is requested from each Respondent by MMC will only be used to select the qualified individuals to undertake the work required by this RFQ and to confirm that the work performed is consistent with these qualifications.
- c. Consent - It is the responsibility of each Respondent 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.

2.21.5 Non-Disclosure Agreement

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

2.22 FIPPA

FIPPA will apply to information provided by Respondents. Quotations are received in confidence subject to the disclosure requirements of FIPPA. Each Respondent should identify any portions of its Quotation that it believes constitutes a trade secret or scientific, technical, commercial, financial or labour relations information that would harm the Respondent'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 Quotation should be identified.

By submitting a Quotation, including any Personal Information requested in this RFQ, the Respondents 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 Respondent has obtained any necessary consent in the event that any Personal Information is submitted.

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

2.23 Accessibility for Ontarians with Disabilities Act

Compliance with Accessibility Standards

The Respondent must be capable of delivering accessibility consistent with the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations, to the extent applicable. Respondents 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 Respondent.

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

2.24 Competition Act

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

2.25 Trade Agreements

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

2.26 Permits, Licences and Approvals

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

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

2.27 Intellectual Property

The Respondent 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 RFQ 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 RFQ in any publication, journal or professional conference must be made to MMC and prior approval must be obtained in writing from the Bid Administrator.

2.28 Rights of MMC – General

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

- a. after the Closing Time and prior to award, request all Respondents to re-submit their Quotation with their best and final offer (BAFO);
- b. make public the names of any or all Respondents;
- c. request written clarification or the submission of supplementary written information from any Respondent and incorporate such clarification or supplementary written information into the Respondent’s Quotation, at MMC’ discretion, provided that any

clarification or submission of supplementary written information is not an opportunity for the Respondent to correct errors other than those deemed to be Unintentional Errors of Form as per Section 2.13) in its Quotation or to change or enhance the Respondent's Quotation in any material manner;

- d. request review of abnormal pricing in a Respondent's Quotation, as permitted by Article 515.6 of the CFTA;
- e. waive formalities and accept Quotations that substantially comply with the requirements of this RFQ, in MMC' sole discretion;
- f. verify with any Respondent or with a third party any information set out in a Quotation, as described in Section 2.14 Verification of Information;
- g. check references other than those provided by Respondents;
- h. disqualify any Respondent whose Quotation contains misrepresentations or any other inaccurate or misleading information, or any Respondent whose reasonable failure to cooperate with MMC impedes the evaluation process, or whose Quotation is determined to be non-compliant with the requirements of the RFQ;
- i. disqualify a Quotation where the Respondent has previously breached a contract with any Purchaser, the Respondent has been charged or convicted of an offence in respect of a contract with any Purchaser, or the Respondent reveals a Conflict of Interest or Unfair Advantage in its Quotation or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of MMC;
- j. disqualify any Quotation of any Respondent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFQ, including where there is any evidence that the Respondent or any of its employees or agents colluded with any other Respondent, its employees or agents in the preparation of the Quotation;
- k. identify a specific question, or specific questions, which require a Respondent to achieve a minimally acceptable score in order to qualify for the award;
- l. may eliminate any Respondent whose bid price is 25% more or less expensive than average bid price of all other compliant Respondents;
- m. make changes, including substantial changes, to this RFQ provided that those changes are issued by way of addenda in the manner set out in this RFQ;
- n. accept or reject a Quotation if only one Quotation is submitted;
- o. reject a subcontractor proposed by a Respondent within a consortium;
- p. select any Respondent other than the Respondent whose Quotation reflects the lowest cost to MMC;

- q. cancel this RFQ process at any stage and issue a new RFQ for the same or similar requirements, including where
- (i) MMC determines it would be in the best interest of MMC and/or the Purchasers not to award an Agreement;
 - (ii) the Quotation prices exceed the bid prices previously received by MMC for Services of a similar nature;
 - (iii) the Quotation prices exceed the costs the Purchasers would incur by doing the work, or most of the work, with its own resources;
 - (iv) the Quotation prices exceed the funds available for the proposed Services; or
 - (v) the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved;
- and where MMC cancels this RFQ, MMC may do so without providing reasons, and MMC may thereafter issue a new Request for Quotations, request for qualifications, sole source or do nothing;
- r. discuss with any Respondent different or additional terms to those contained in this RFQ or in any Respondent's Quotation; and
- s. reject any or all Quotations in its absolute discretion, including where a Respondent has launched legal proceedings against MMC and/or the Purchasers or is otherwise engaged in a dispute with MMC and/or the Purchasers.

By submitting a Quotation, the Respondent authorizes the collection by MMC of the information identified in this RFQ, which MMC may request from any third party.

2.29 Rights of MMC – Preferred Respondent

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

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

MMC may also cancel this RFQ in the event the Preferred Respondent fails to obtain any of the permits, licences and approvals required pursuant to this RFQ.

2.30 Respondent's Costs

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

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

2.31 No Liability

The Respondent agrees that:

- a. any action or proceeding relating to this RFQ process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Respondent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFQ process on any jurisdictional basis.
- c. it will not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFQ.

The Respondent further agrees that if MMC commits a material breach of the terms of this RFQ, the liability to the Respondent, 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 Quotation preparation costs that the Respondent seeking damages from MMC or any Purchaser can demonstrate.

2.32 Assignment

The Respondent can not assign any of its rights or obligations hereunder during the RFQ process without the prior written consent of MMC. Any act in derogation of the foregoing is null and void.

2.33 Entire RFQ

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

2.34 Priority of Documents

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

2.35 Governing Law

The RFQ, the Respondent's Quotation, and any resulting Agreement are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Article 3 General Requirements

The General Requirements set out in this RFQ, including all related schedules, will be scored and failure by a Respondent to meet any requirement will affect the Respondent's evaluation and final score under Article 3 Evaluation Process.

3.1 General

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

3.2 Forms and Schedules

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

3.3 Bid and Performance Security

Bid Security

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

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

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

- (i) The version submitted by the Respondent must be verifiable by the Purchaser/MMC with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- (ii) The version submitted must be viewable, printable and storable in standard electronic file formats and in a single file. Allowable formats include pdf.
- (iii) The verification may be conducted by the Purchaser/MMC immediately or at any time during the life of the bond and at the discretion of the Purchaser with no requirement for passwords or fees.
- (iv) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding (i).

- (v) All instruction details for accessing authentication should be included with the up-loaded Bid Bond.
- (vi) The Bid Bond must remain valid for the duration of the irrevocability period as measured from the date of bid submission.

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

The Bid Bond of the Preferred Respondent will be retained by the Purchaser to compensate the Purchaser for the damages it will suffer should the Preferred Respondent fail to execute the Agreement and/or fails to provide the specified performance security and/or evidence of insurance and other documents required by the Agreement.

The Bid Bonds of all Respondents, except that of the Preferred Respondent, become null and void immediately after the completion of the stage where a bid was identified as unsuccessful or non-compliant. The Bid Bond of all Respondents could be null and void if the procurement process is completed without an award of the Agreement or all Quotations are rejected.

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

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

3.4 Performance Security

Each Respondent must submit a digital unconditional agreement to bond, uploaded to Bonfire, issued by a surety organization ("Surety Company") licensed to conduct surety and insurance business in the Province of Ontario, undertaking to provide performance bond and labour and material payment bond, each in the amount of fifty percent (50%) of the contract price arising from the acceptance of the Quotation ("Agreement to Bond"). Each of the performance bond and the labour and material payment bond must be made upon the respective forms prescribed by the Construction Act (Ontario) (Form 32 and Form 31).

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

The actual performance bond and the labour and material payment bonds must be delivered to the Purchaser by the Preferred Respondent on or before the date of execution of the Agreement. Each of the performance bond and the labour and material payment bond must

be made upon the respective forms prescribed by the Construction Act (Ontario): Form 32 and Form 31.

Respondents must include the cost of Performance Bonds in the Bid Price.

3.5 Conflict of Interest

MMC requires the Respondents 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 RFQ response by fully completing the Unfair Advantage and Conflict of Interest section that is provided with this RFQ in Quotation Submission Form Appendix.

Article 4 Evaluation Process

4.1 General

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

Description and Scoring	
Stage I – Mandatory Requirements	Pass/Fail
Stage II – Key Personnel Validation, if required	Pass/Fail
Stage III – Pricing	Lowest Priced Quotation

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

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

Please refer to Response Appendices - Mandatory Requirements for detailed required documentation.

4.3 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 RFQ are outlined in Response Appendices. MMC will not accept any other documents for rectification outside of those explicitly identified.

The Bid Administrator for this RFQ process will issue a formal written request for rectification via Bonfire for the outlined items within twenty-four (24) hours of the RFQ 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 Quotation will be deemed disqualified from proceeding to the next stages of the evaluation process.

MMC is under no duty to notify or alert any Respondent to errors or omissions in regard to items not outlined as mandatory requirements for rectification. Respondents remain responsible for the content and accuracy of their Quotations.

4.4 Stage II – Key Personnel Validation (Pass/Fail)

Respondents are required to complete the key personnel validation requirement as outlined in Appendix 1 - Quotation Submission Form. If the Project Manager and/or Site Supervisor as submitted during the RFSQ process is/are not available for this Project, a Key Personnel Form for their replacement must be completed and submitted for the Purchaser's review and approval.

Key Personnel Forms will be assessed on a pass/fail basis as to the CMH satisfaction with the key personnel replacements provided.

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

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

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

4.5 Stage III - Pricing

Respondents are to complete Price Form Appendix and upload it in Bonfire in accordance with the instructions contained in this RFQ.

The Respondent with the lowest compliant quotation will be deemed the Preferred Respondent, pending Purchaser approvals and mutual execution of the Agreement. The lowest compliant quotation will be determined based on the Total Base Bid Price (Part A of Appendix 4 - Price Form). Where Separate Prices are requested for the separate items identified by the Purchaser, and provided that any or all of the separate are accepted by the Purchaser, the lowest compliant quotation will be determined based on the sum of the Total Base Bid Price (Part A of Appendix 4 - Price Form) and the selected Separate Prices (Part B of Appendix 4 - Price Form).

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

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

4.6 Tie Breaker Process

In the event of a tie between two or more Respondents upon completion of the evaluation process, where such a tie must be broken to select one of the Respondents for award of the Project, MMC will break the tie by:

- a. after the RFQ closing time and prior to award, request all Respondents to re-submit with their Best and Final Offer (BAFO); if prices are still tied,
- b. Select the Respondent with the lowest mechanical contractor Price (if applicable); if scores are still tied,
- c. Select the Respondent with the lowest electrical contractor Price (if applicable); if scores are still tied.

4.7 Discussions with Preferred Respondent

The award of any Agreement under this RFQ 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 Respondent that the Agreement will be executed. The Preferred Respondent acknowledges that the commencement of any discussions does not obligate the Purchasers to execute the Agreement.

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

Once the Preferred Respondent's references are successfully validated and negotiation of an Agreement between the Purchaser and the Preferred Respondent is completed, MMC will notify the Preferred Respondent in writing of its intent to award an Agreement subject to the terms of this RFQ.

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

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

4.8 Notification to Other Respondents of Award and Debriefing

Once an Agreement has been entered into between the Purchaser and the Preferred Respondent, the other Respondents will be notified by MMC of the award of the Agreement to another Respondent. 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 RFQ, an unsuccessful

Respondent 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 Respondent will be notified in writing.

Respondents should note that, regardless of the time of submission of a request by a Respondent, 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 Quotation, as well as other relevant information on the RFQ and evaluation process.

SCHEDULES

Information Exhibits

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

1. The Respondent 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 Respondent's provision of services to and on behalf of the Purchaser, and not on the Respondent's behalf or for the Respondent's own purposes.
2. For greater specificity pursuant to the Respondent's obligations under section 1 of this Information Exhibits, in the event that the Respondent is a health information network provider under PHIPA, the Respondent 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 Respondent 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 Respondent 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 Respondent will ensure that any of its agents or subcontractors to whom the Respondent provides the Purchaser PHI has agreed in writing to the same restrictions and conditions that apply to the Respondent with respect to PHI.
6. The Respondent will not disclose PHI, or any information, to any affiliated or unaffiliated third party without the prior written consent of the Purchaser.
7. The Respondent will maintain a log of access and disclosure of PHI by the Respondent and the Respondent's personnel and make such log available to the Purchaser as and when requested.

Practices to Protect Personal Health Information

8. The Respondent will employ appropriate safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of PHI.
9. The Respondent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
10. The Respondent 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 Respondent must ensure that the mobile computing device is strongly encrypted (minimum 256 bit, or any future, then current, standard) and that the encryption status can be positively verified by the Purchaser as being in place prior to the storage or transmission of the information.

11. The Respondent will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements and employee sanctions.
12. The Respondent will ensure that all employees who have access to PHI from the Purchaser have undergone screening that includes reference checks.
13. The Respondent 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 Respondent or the Purchaser.
14. The Respondent will revoke any user's access to PHI if security is breached and, on the Purchaser's, reasonable request.
15. At the termination of the Agreement, the Respondent will return or destroy all PHI received from, created or received by the Respondent on behalf of the Purchaser that the Respondent maintains custody of in any form and will retain no copies of PHI thereafter. The Respondent 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 Respondent 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

16. The Respondent will provide the Purchaser with the name of a contact person at the Respondent's organization responsible for the Respondent's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.
17. The Respondent will provide notice to the Purchaser's Privacy Office if the nature of the Respondent'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 Respondent'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 Preferred Respondent will be provided with the Purchaser's Privacy Office information subsequent to the award.
18. The Respondent will report to the Purchaser's Privacy Office at the Respondent's first reasonable opportunity, but in any event no more than 48 hours after the Respondent becomes aware of any use, disclosure (including being legally compelled), theft or

- unauthorized access of PHI by the Respondent or any of the Respondent's agents or subcontractors to whom the Respondent provided the Purchaser PHI.
19. The Respondent 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 Respondent will cooperate with and assist the Purchaser in the management of any such request for access or correction or complaint.
 20. The Respondent will, upon request, make PHI available to the Purchaser for amendment and incorporate any amendments into the Respondent's records of PHI. During the term of the Agreement, the Respondent may never deny the Purchaser access to its patients' PHI.
 21. The Purchaser reserves the right to: inspect any goods used or records maintained by the Respondent in connection with the provision of goods or services; question the Respondent's personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices.

Additional Purchaser Rights

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

Respondent Confirmation

The submission of a Quotation will be interpreted to mean that the Respondent:

- a) is fully aware and informed as to the extent and character of the Services required;
- b) is fully aware that if the Respondent is a non-resident under the *Income Tax Act* (Canada) and amounts payable to the Respondent under this Agreement are subject to withholding taxes under Applicable Laws, the Purchasers will withhold and remit such amounts to the applicable taxing authority in accordance with Applicable Laws;
- c) has the legal and financial capacities, and commercial and technical abilities to undertake the requirements of this RFQ;
- d) is not bankrupt or insolvent;
- e) has not made any false declarations as it relates to this RFQ;
- f) did not have any significant or persistent deficiencies in the performance of any substantive requirements or obligations under a prior contract with any participating Purchasers;
- g) does not have any final judgment in respect of serious crimes or offences;
- h) has not conducted any professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Respondent;
- i) has not failed to pay taxes;
- j) can furnish the required Services;
- k) accepts all the terms and conditions of this RFQ; and
- l) acknowledges that it has read, understood and agreed to the terms and conditions of this RFQ.

Scope of Work

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

Item #	Document
1.	Specifications and Drawings as included in Appendix 5
3.	CMH Policy Document: 6-240 Infection Control during Construction

1. Other Material Disclosures

None

2. Health and Safety Requirements

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

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

Form of Agreement

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

Please refer to the following separately attached files:

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

Response Appendices

1. Mandatory Requirements

Respondents are required to submit the following mandatory documentation described in the table below in Bonfire.

REQUIRED (MANDATORY) DOCUMENTATION	PASS/FAIL (P/F)
Quotation Submission Form (Appendix 1) Download, complete and attach completed Appendix 1 form	P/F
A valid Ontario WSIB Clearance Certificate	P/F
Certificate of Insurance from your insurer confirming your coverage currently meets the minimum requirements specified in the CCDC Insurance Requirements. Certificate must confirm that Commercial General Liability (CGL) coverage is no less than \$5 million per occurrence and \$5 million in aggregate within any policy year. (Letter from your Insurer confirming that you meet the minimum insurance requirements of the project)	P/F
Agreement to Bond (Appendix 2)	P/F
Key Personnel Validation (Appendix 3) Download, complete and attach completed Appendix 3 form if required	P/F
(GC) Relevant Project Experience (Appendix 3A) General Contractor to provide details two (2) projects completed within the last five (5) years that included the installation of an emergency power generator or generators, whether by their own forces or overseeing the work of a subcontractor. Response to include facility name, date of completion, and size of generator equipment.	P/F
(Subcontractor) Relevant Project Experience (Appendix 3A) Electrical Contractor to provide details two (2) projects completed within the last five (5) years that included the installation of an emergency power generator or generators, whether by their own forces or overseeing the work of a subcontractor. Response to include facility name, date of completion, and size of generator equipment.	P/F
Bid Bond In the form of CCDC 220 or comparable bid bond form Respondents must attach a Bid Bond made payable to CMH for the amount of 10% of the Bid Value as evidence of good faith that, if awarded the Contract, the Respondent will execute and enter into a formal agreement within the time required and will furnish the security required to secure the performance of the terms and conditions of the Contract.	P/F

2. Pricing

Pricing Quotation

- Appendix 4 – Price Form

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

Sample Supplier Scorecard

1. Associated Documents

The following document is provided for information purposes:

#	Document
1	CMH Supplier Scorecard document

No Bid Form

Should you elect not to submit a Quotation for this Second Stage Procurement Request, kindly complete this form and return it to the individual identified as the Second Stage Procurement Request administrator prior to the closing date.

Receipt of this completed form will assist “the Purchaser” in evaluating service providers as well as internal processes with respect to future competitive bidding projects.

Project Name _____

Purchaser _____

Second Stage _____

Request No.: _____ Quotation Due Date.: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____ Fax No.: _____

E-mail address _____

A Quotation is not being submitted for the following reasons:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient information to prepare Quotation | <input type="checkbox"/> Insufficient time to prepare Quotation |
| <input type="checkbox"/> Scale of agreement beyond current capacity | <input type="checkbox"/> Cannot quote a firm price at this time |
| <input type="checkbox"/> Scope of agreement beyond current capacity | <input type="checkbox"/> Unable to quote competitively at this time |
| <input type="checkbox"/> Agreement presents a conflict of interest with other clients | <input type="checkbox"/> Other reasons or additional comments (please explain below) |
| <input type="checkbox"/> Specifications not sufficiently defined | |

Appendix 1 – Quotation Submission Form

RFQ No.: CW20848

TO: MMC
1 Dundas Street West, Suite 1700
Toronto, Ontario Canada
M5G 1Z3

ATTENTION: Mark Henry; Bid Administrator

RE: CMH Generator Build Project RFQ

The Respondent should prepare and submit its Quotation to include the Quotation Submission Form and other Quotation Documents (as defined in the RFQ) and the information set out in this RFQ.

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

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

1. Respondent

Respondent's Name:

2. Respondent Information

Respondent's registered corporate legal name and any other name under which it carries on business:

Respondent's address, telephone and facsimile numbers:

Address:

Telephone: _____

Name of the person who is primarily responsible for the Quotation:

Name: _____ Tel. _____

Email: _____

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

Name of the person who is the Respondent Privacy Officer responsible for the Quotation:

Name of the person who is primarily responsible the Respondents Health and Safety operations:

3. Quotation

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

- i. By submitting this Response, the Respondent agrees as a prequalified Respondent to be bound by and to comply with the terms and conditions of the RFSQ Documents, issued September 15, 2022, No.2726575841;
- ii. capitalized terms used in this Quotation Submission Form have the meanings given thereto in the RFQ – Instructions to Respondents;
- iii. By submitting this Quotation, the Respondent and the Respondent Team Members agree to be bound by and to comply with the terms and conditions of the RFQ Documents

- iv. we have examined the RFQ Documents and confirm that we have received all pages of the RFQ Documents;
- v. we have made any necessary inquiries with respect to Addenda issued by MMC and have ensured that we have received and examined all Addenda to the RFQ Documents;
- vi. our Quotation is based on the terms and conditions of the RFQ Documents;
- vii. we acknowledge and accept the obligations set out in the RFQ documents concerning Confidentiality;
- viii. we have examined, reviewed, understood and will abide by all rules, regulations, terms and conditions with the information found in the Schedule B of RFQ – Information Exhibits;
- ix. We confirm that we have not modified the forms provided to us in Appendices to the RFQ in any way whatsoever except to add the required information;
- x. we acknowledge that we have not discussed or communicated, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of our Quotation or the Quotation of the other Respondents in a way that would contravene applicable legislation, codes, laws, regulations, directives, or policies;
- xi. we acknowledge that we have prepared and submitted our Quotation independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Respondent;
- xii. we acknowledge that, except as explicitly provided in RFQ documents terms and conditions, the submission of this Quotation creates no legal or contractual obligations or rights on MMC or the Respondent, as set out in RFQ Documents;
- xiii. MMC and the Purchasers may, in their absolute discretion, reject any Quotation found to contain false or misleading information;
- xiv. we hereby consent, pursuant to subsection 17(3) of the Freedom of Information and Protection of Privacy Act, to the disclosure, on a confidential basis, of this submission to MMC, to its consultants retained for the purpose of evaluation or participating in the evaluation of our Quotation;
- xv. we hereby agree that any information provided in this Quotation, 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 Respondent hereby consents to the disclosure, on a confidential basis, of its Quotation to MMC' advisors retained for the purpose of evaluating or participating in the evaluation of this Quotation;
- xvi. we give consent to MMC to conduct reference checks other than the references provided with our Quotation Submission;

- xvii. 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;
- xviii. we acknowledge and agree that if we are identified as a Preferred Respondent, we will execute the applicable Agreement without amendment;
- xix. All of the privacy terms provisions in the Schedule B– Information Exhibits survive the termination of any Agreement;
- xx. The Purchaser reserves the right to undertake legal action to obtain an order stopping or preventing the Respondent from violating the privacy terms in the Schedule B– Information Exhibits. The Respondent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm.
- xxi. The Respondent attests that it is incorporated in Canadian jurisdiction. The Respondents must be a Canadian business to be considered for award;
- xxii. The Respondent attests that it that regularly conducts its activities on a permanent basis in Ontario and either (i) has its headquarters or a main office in Ontario or (ii) has at least 250 full-time employees in Ontario at the time of the applicable procurement process;
- xxiii. The Respondent warrants that the goods and services that the Respondent is proposing to provide to the Purchaser are not the result of, and in no way involve, forced labour or child labour (as such terms are defined in Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act).

4. Quotation Irrevocability

Subject to a Respondent’s right to withdraw a Quotation in accordance with the procedure described in Section 2.6 Withdrawal of Quotation of the RFQ, a Quotation shall be irrevocable by the Respondent for 90 calendar days from the Closing Time.

5. Key Personnel

We confirm that the Project Manager and Site Supervisor as submitted during the RFSQ process will be available and involved with this Project.

Project Manager Name: _____

Site Supervisor Name: _____

OR

- The Project Manager and Site Supervisor as submitted during the RFSQ process is/are not available for this Project. We have submitted a replacement for the Purchaser's consideration and approval using the attached Appendix 3 – Key Personnel Form.

6. Conflict of Interest and Unfair Advantage

We represent and warrant that neither we nor our Respondent team members (if any) have any Conflicts of Interest or Unfair Advantage as defined in the RFQ Documents, in submitting our Quotation, 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
-----------------------------	--

We confirm that the following individuals participated in the preparation of our Quotation, beyond those employed directly by the submitting Respondent:

Name of Individual or Party	Business Address and Telephone Number
------------------------------------	--

7. Litigation History

MMC will be assessing each Respondent 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 Respondent.

Check the appropriate box below:

The Respondent 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 Campbellford Memorial Hospital, having its principal place of business at 146 Oliver Rd, Campbellford ON K0L 1L0 (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 Quotation Submission Deadline.

[OR]

The Respondent hereby confirms that it has engaged in Litigation either directly or indirectly through another party, against or Campbellford Memorial Hospital, having its principal place of business at 146 Oliver Rd, Campbellford ON K0L 1L0 (referred to as the “Purchaser”) or any of its predecessor corporations for:

- a) any matter involving the provision of goods or services, including construction and consulting services;
- b) any matter arising from MMC or any of its predecessor corporations’ exercise of its powers, duties or functions under applicable legislation and policies,
- c) and that there is an action(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 Quotation Submission Deadline.

Please supply supporting information:

8. Proof of Authority

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

NOTE TO RESPONDENTS: the Respondent must sign the quotation submission form in a manner which legally binds the Respondent. You may adjust the number of signing lines as required.

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

Date:

[NAME OF RESPONDENT]:

Per: _____

Name:

Title:

Date:

I/We have authority to bind the Respondent

Appendix 2 - Agreement to Bond

1. Agreement to Bond

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

2. Performance Security upon Award

- a. Upon award notification the successful Proponent 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 Form

To:	CAMPBELLFORD MEMORIAL HOSPITAL (Purchaser)	(the "Owner")
and to:		(the "Contractor")

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

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

For the following bid:

RFP # and Project Name	RFP# CW20848 GENERATOR BUILD PROJECT
Name of Proponent	

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

Dated this _____ Day of _____ 2024

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

(Company Seal)

Appendix 3 - Key Personnel Form

Project Manager

Site Supervisor

KEY PERSONNEL EXPERIENCE	
Respondent Name:	
Key Personnel Name:	
Years worked with Respondent	
Years worked on similar size, scope and complexity of reference Project	
Relevant Certifications and Training	
Client Name and Location #1:	
Project Name:	
Key Personnel Role:	
Project Scope and Summary	
Describe IPAC Preventative Measures required to complete your scope	

KEY PERSONNEL EXPERIENCE	
Describe a shutdown needed to complete your work	
List other contractors that you worked with on this project (such as sub-contractors, mechanical, electrical or general contractors)	
Contract Completion Date:	
Architect/Designer:	
CONTRACT BID VALUE:	
CONTRACT FINAL VALUE:	\$
Client Contact Name:	
Client Contact Information	Telephone E-mail
Client Name and Location #2:	
Project Name:	
Key Personnel Role:	
Project Scope and Summary	
Describe IPAC Preventative Measures required to complete your scope	
Describe a shutdown needed to complete your work	

KEY PERSONNEL EXPERIENCE	
List other contractors that you worked with on this project (such as sub-contractors, mechanical, electrical or general contractors)	
Contract Completion Date:	
Architect/Designer:	
CONTRACT BID VALUE:	
CONTRACT FINAL VALUE:	\$
Client Contact Name:	
Client Contact Information	Telephone E-mail
Client Name and Location #3:	
Project Name:	
Key Personnel Role:	
Project Scope and Summary	
Describe IPAC Preventative Measures required to complete your scope	
Describe a shutdown needed to complete your work	
List other contractors that you worked with on this project (such as sub-contractors, mechanical, electrical or general contractors)	
Contract Completion Date:	

KEY PERSONNEL EXPERIENCE	
Architect/Designer:	
CONTRACT BID VALUE:	
CONTRACT FINAL VALUE:	\$
Client Contact Name:	
Client Contact Information	Telephone E-mail

- END OF KEY PERSONNEL FORM -

Appendix 3A – Respondent Project Experience

Exemplary Project Experience Form

Provide two (2) project examples completed within the past 5 years

RESPONDENT: _____

General Contractor

Electrical Contractor

Project Name #1:	
Respondent's Role and Scope:	
Project Description	
Respondent's Project Manager	
Respondent's Site Supervisor	
Contract Start Date:	
Contract Completion Date:	
Value of Respondent portion of the project:	
Did you experience a "Stop Work" order for any part of your scope? If yes, explain the circumstances and how you corrected the issue.	
Describe one challenging issue encountered during this project. How did you resolve it? How will you ensure it doesn't occur again?	

Project Name #1:	
List other contractors that you worked with on this project (such as sub-contractors, mechanical, electrical or general contractors)	
Contractor Initiated Change Orders (amount & value)	
Owner Initiated Change Orders (amount & value)	
CONTRACT BID VALUE:	\$
CONTRACT FINAL VALUE:	\$

Project Name #2:	
Respondent's Role and Scope:	
Project Description	
Respondent's Project Manager	
Respondent's Site Supervisor	
Contract Start Date:	
Contract Completion Date:	
Value of Respondent portion of the project:	
Did you experience a "Stop Work" order for any part of your scope? If yes, explain	

Project Name #2:	
the circumstances and how you corrected the issue.	
Describe one challenging issue encountered during this project. How did you resolve it? How will you ensure it doesn't occur again?	
List other contractors that you worked with on this project (such as sub-contractors, mechanical, electrical or general contractors)	
Contractor Initiated Change Orders (amount & value)	
Owner Initiated Change Orders (amount & value)	
CONTRACT BID VALUE:	\$
CONTRACT FINAL VALUE:	\$

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

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

Validation of the information provided stated may include feedback from references

Appendix 4 - Price Form

Project Name: Campbellford Memorial Hospital Generator Build Project

RFP No: CW20848

Respondent Name: _____

1. PRICE

The Respondent is to complete this Appendix in accordance with the instructions contained in this RFQ, provided that the following shall apply:

- All prices must be provided in Canadian funds and include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, overtime, warranties, and further 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;
- Respondents are to ensure that they provide all pricing information (including Based Bid Price, Itemized Prices, Separate Prices, and other applicable pricing information) as requested and outlined in this document. Failure to provide any of this information as requested may result in the Respondent's disqualification from the evaluation process or impact the Respondent's overall score;
- All prices quoted, unless otherwise instructed in this RFQ, must remain firm and in effect as stated in this RFQ;
- The Price Form provides that the base bid price shall be provided in numbers only;
- Where the Price Form requires the Respondent to provide itemized prices of the base bid price, the base bid price shall govern in the event there are any conflict or ambiguities;
- In the event of any discrepancy in the pricing proposal, the lowest price or rate submitted shall prevail;
- The Respondent is deemed to confirm that it has prepared its Submission with reference to all of the provisions of the Agreement Appendix, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing;
- The prices shall be valid for the duration of the Project as stated in the RFQ Document.

2. PROJECT SCHEDULE

We agree to start the Work within 10 calendar days of receiving authorization to proceed with the Work and to complete the Work in accordance with the RFQ Document within (insert duration of the project in weeks) _____ of commencing work (Total Completion of the Work).

3. PRICING

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

PART A: BASE BID PRICE

Base Bid Price (Excluding HST):	\$ _____
Bid Contingency Amount (5% of Base Bid)	\$ _____
Cash Allowance (none):	\$ 0.00 _____
Total Base Bid Price (Excluding HST):	\$ _____

ITEMIZED PRICES (INCLUDED in the Base Bid Price):

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

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

Ref #	Subcontractor Work Description	Amount (Excl. HST)
1	Mechanical	\$
2	Electrical	\$
3	Retaining Wall Repair	\$

4. CASH ALLOWANCES (None)

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

Ref #	Description	Amount
1	None	\$0.00

PART B: SEPARATE PRICES

The Purchaser has identified the separate items described below. The **Separate Prices** are **NOT** included in **Part A, Total Base Bid Price**.

The separate 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 there is no change to the base bid price for an separate, it should be indicated as \$0.00. It is understood that the Owner may accept any of the separates and corresponding separate prices in any order or combination, including all or none. The separate prices will be considered in determining the lowest Respondent.

The work of the Contract and the Contract Price will reflect the separates and separate prices, if any, accepted by the Owner at the time of Contract Award. Acceptance of any separates may or may not affect the base bid contract completion time. Respondents are to indicate the impact to the project schedule in the table below.

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

Separate Price Description	Cost (addition to base bid)	Change to Schedule (Weeks)
Separate #1 – Removable Fuel Tank (ref. Spec 26 32 13)	Addition \$ _____	

SUBCONTRACTORS

- If the Respondent's Quotation is accepted, it is the Respondent's intention to employ the following Subcontractor(s). All portions of the Work, other than those to be placed with the Subcontractor(s) named below, shall be executed by the Respondent's own personnel and is indicated by the words "Own Forces". CMH reserves the right to request qualification statements for the Subcontractor(s) for verification and validation purposes.
- In proposing the under mentioned Subcontractor(s), the Respondent has consulted each and have ascertained to the Respondent's complete satisfaction that the named are certified suppliers and/or installers of the products and services specified, are fully acquainted with the extent and nature of the Work involved and of the proposed construction schedule, and that they will execute the Work in conformance with the requirements of the RFQ and the Agreement.

TRADE	NAME
Mechanical Contractor	
Electrical Contractor	

Dated at _____, this _____ day of _____, 2024

Signature of Authorized Person Signing for Respondent

Print Name

Position

- END OF PRICE FORM -

RFQ NUMBER CW20848
 SUPPLIER NAME _____
 PROJECT NAME CMH GENERATOR BUILD PROJECT
 HOSPITAL CAMPBELLFORD MEMORIAL HOSPITAL

PROJECT START _____
 PROJECT COMPLETE _____
 SUPPLIER PM _____
 HOSPITAL PM _____

RATING LEGEND

- | | | | |
|---|---|---|------------------------------------|
| 1 | Consistently falls far below expectations | 4 | Consistently meets expectations |
| 2 | Frequently misses expectation | 5 | Consistently exceeds expectations. |
| 3 | Meets expectations most of the time | | |

1.0	QUALITY (40%)		Rating
1.1	Rate the Suppliers's performance in accordance with the contract / project specifications and compliance with Hospital's standards	[]	#DIV/0!
1.2	Rate the competency of staff that provided the services.	[]	
1.3	Rate the Supplier's ability to meet the delivery commitments based on the approved project schedule.	[]	
1.4	Rate the ability of the Supplier to promptly and effectively correct defective work identified throughout the project.	[]	
1.5	Project Close-Out: Rate the performance of the Supplier with respect to close-out	[]	
2.0	SAFETY (20%)		Rating
2.1	Did the Supplier comply with OHSA requirements	[]	#DIV/0!
2.2	Where there any significant reportable accedents during the project.	[]	
2.3	Did the Supplier meet additional envionmental, safety and regulatory requirements required by the Hospital/contract	[]	
2.4	Did the Supplier keep the work site clean and free of trash and debris	[]	
3.0	CUSTOMER VALUE (25%)		Rating
3.1	Did the Supplier complete the project on schedule and budget	[]	#DIV/0!
3.2	Did the Supplier submit complete/fair pricing for contemplated change notices	[]	
3.3	Where there cost savings proposed by the Supplier	[]	
3.4	The Supplier communicated scheduling issues and/or propose mitigation measures.	[]	
3.5	The Supplier took all the steps necessary to minimize disruptions to on-going Hospital operations.	[]	
4.0	ADMINISTRATION (15%)		Rating
4.1	The Suppliers documentation to support its application for substantial performance was completed accurately.	[]	#DIV/0!
4.2	Applications for payment were submitted on time and were complete.	[]	
4.3	The Supplier provided the Hospital with the required as-built drawings on time.	[]	
4.4	Project commissioning/handover was completed effectively	[]	
OVERALL SUPPLIER PERFORMANCE SCORE			#DIV/0!

SUPPORTING COMMENTS

HOSPITAL PROJECT MANAGER _____

DATE _____

SUPPLIER COMMENTS

SUPPLIER ACKNOWLEDGEMENT

SUPPLIER PROJECT MANAGER _____

DATE _____

INFECTION CONTROL DURING CONSTRUCTION, RENOVATION AND MAINTENANCE OF FACILITIES

POLICY

Campbellford Memorial Hospital will take precautionary and remedial measures to prevent exposure to agents released or augmented because of actions undertaken during construction, renovation and maintenance work.

PROCEDURE

The facilities manager will speak with contractors or in-house maintenance staff to start a new project. Once the project has been confirmed, the facilities manager is to notify infection control practitioner (ICP) prior to any type of construction, renovation, and maintenance at CMH.

If the project meets the requirements of the CSA standards. The Facilities manager (or designate) then must complete the ICRA, preventive measures analysis, and MDT (multidisciplinary team) terms of reference with infection control practitioner prior to the project starting. From there, the MDT will follow the preventive measures analysis.

Facilities manager must inform ICP/MDT of any changes to the scope of work or preventative measures and act as a liaison between the contractors/in-house maintenance, ICP/MDT.

The matrix will be followed based on population risk group, and construction activity type. This will provide the preventive measures type I, II, III, IV.

Once project preventative measures are calculated, the contractors or in-house maintenance staff must follow the proper measures as per the most up to date CSA standards.

The MDT may consist of the following:

- Infection Control Practitioner
- Facilities Management (Or designate)
- Environmental services
- Local contractor
- Administrative representative
- Employee wellness and safety

The MDT committee must:

- Set up meetings on a regular basis
- Have a process in place to ensure that any changes to project scope are reviewed with ICP/MDT
- Members of the MDT conduct routine site visits throughout the project.
- Ensure contractors are trained and/or have knowledge on CSA standards course or equivalent.
- Has the authority to stop work activities if there is a significant safety risk due to failure of adherence to the required infection control preventative measures. If work stoppage is required, inform the project manager ASAP

- Ensure that the construction area has been terminally cleaned by environmental services before occupancy

Procedures and measures as described in the current version of CSA Standard (Infection Control During Construction, Renovation and Maintenance of Health Care Facilities) are adopted as part of this policy.

Current copies of the CSA Standard are located in the office of the Maintenance Manager and in the Infection Control office.

EXAMPLE following the CSA standards:

Preventative Measures Analysis

Population Risk Group	Construction activity Type			
	Type A	Type B	Type C	Type D
Group 1	I	II *	II	III
Group 2	II	II	III	IV
Group 3	II	III*	III	IV
Group 4	II	III*	IV	IV

Population Risk Group and Geographical Areas

Population Risk Group	Typical Areas (not limited to)
Group 1 (Lowest Risk)	Office areas (non-clinical) Laundry and soiled linen sorting or storage areas Housekeeping rooms and closets Loading dock (main area)
Group 2 (Medium Risk)	Patient care areas, unless listed in group 3 and group 4 Outpatient clinics (except oncology and surgery) Unoccupied patient care areas (eg. Ambulatory care unities during off hours) Admission and discharge units Morgue Occupational therapy and physical therapy areas remote from patient care areas.
Group 3 (Medium to high risk)	Emergency (expect trauma rooms) Diagnostic imaging Laboratories General medical and surgical wards or unites (Includes all areas including soiled and clean utility rooms) Geriatric unites Food preparation, serving and dining areas Respiratory therapy Clean linen handling and storage areas Supply/material management handling and storage

Group 4 (highest risk)	<p>Intensive care units Operating rooms (including prep, scrub areas, post-anesthetic care unit) Anesthesia storage areas and workrooms Oncology units and outpatient clinic Inpatient units and outpatient clinics for patients with AIDS or other immunodeficiency diseases Interventional or high-risk diagnostic imaging (endoscopy) Cardiovascular and cardiology patient areas Pharmacy admixture rooms Medical device reprocessing areas, including sterile supply storage Trauma rooms Protective isolation rooms</p>
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Construction Activity Type

Construction Activity Type	Description (Not limited to)
Type A	<p>Inspection and non-invasive activities. Activities that involve a single controlled opening in a wall or ceiling within a single defined space for visual inspection that is accessed by:</p> <ul style="list-style-type: none"> A) Removing no more than one ceiling tile; or B) Opening of an access panel on a wall or ceiling <p>Minor plumbing work that disrupts the water supply to a single fixture in a localized area (E.g. one room) for a short duration (e.g. less than 1 hour)</p>
Type B	<p>Small-scale, short-duration (Less than 2 hours) activities that create minimal dust. These include:</p> <ul style="list-style-type: none"> A) Activities involving access to and use of chase spaces; B) Cutting a small opening in a contained space where dust migration can be controlled, e.g. cutting of walls or ceilings to provide an access point for installing or repairing minor electrical work, ventilation components, telephone wires, or computer cables' and C) Sanding or repair of a small area of a wall

	Plumbing work that disrupts the water supply of up to three fixtures of a short durations (e.g.,less than 1 hour) or one fixture for 1 hours or more.
Type C	Activities that generate a moderate to high level of dust, cause a moderate service disruption, require demolition, require removal of a fixed facility component (e.g a sink) or assembly (e.g a countertop or cupboard), and can be completed in a single or contiguous work shifts.* These include, but are not limited to, <ul style="list-style-type: none"> a) Activities that require sanding of a wall in preparation for painting or wall covering; b) Removal of floor coverings, ceiling tiles, and casework; c) New wall construction; d) Minor ductwork e) Electrical work above ceiling; and f) Major cabling activities.
	Plumbing work that disrupts the water supply of more than three fixtures for a short duration (e.g, less than one hour)
Type D	Activities that generate high levels of dust, activities that necessitate significant service disruptions, and heavy demolition and construction activities requiring consecutive work shifts to complete. These include: <ul style="list-style-type: none"> a) Soil excavation b) New construction that requires consecutive work shifts to complete; or c) Activities that involve heavy demolition or removal or a complete cabling system.
	Plumbing work that disrupts the water supply of more than three fixtures for one hour or more.

Approved: Health & Safety Committee, Infection Control Committee
Date: May 2011, Feb 2012 (rc), Feb 2017 (r), Feb 2023 (r)

References

1. Infection control during construction, renovation, and maintenance of health care facilities CSA Z317.13.22
2. IPAC Canada Healthcare Facility Design and Construction Resources 2023
3. Public Health Ontario Construction, Renovation, Maintenance and Design (CRMD) 2023