

**HUMBER RIVER HEALTH
1235 WILSON AVENUE
TORONTO, ONTARIO
M3M 0B2**

**REQUEST FOR PROPOSAL
RFP NO. RFP 2526_09
FOR THE PROVISION OF
ABAMU RENOVATION AND CONSTRUCTION SERVICES**

RFP Submission Deadline:

Issued Date: April 9, 2026

Closing Date and Time: May 11, 2026 @ **2:00PM E.S.T.**

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0. Notice to Reader

Humber River Health

All rights reserved. The contents of this document are confidential and proprietary information of Humber River Health (“HRH”). Disclosure of the contents could be harmful to HRH and third parties. Except with the written permission of HRH, no part of this Request for Proposal (“RFP”) may be disclosed to a third party or reproduced in any form by any photographic, electronic, mechanical or other means, or used in any information storage and retrieval system, except solely for the purpose of preparing and submitting a proposal to HRH in response to this Request for Proposal.

To be clear and notwithstanding any other term of this RFP that may be interpreted otherwise, it is not the intent of HRH and it is not the effect of this RFP, to initiate contractual relations by the provisions of a Proposal by any Proponent in response to this RFP. No “Contract A” is created by the submission of a compliant bid in response to this RFP. This RFP is merely a call for proposals and not a tender call intending to place legally binding obligations on HRH or on any Proponent to enter into a definitive agreement or to be bound by any of the terms of its Proposal. It is not the intention of HRH to enter into a definitive agreement for the deliverables described in this RFP or enter into any other legally binding obligations unless and until HRH has completed the negotiation and finalization of a definitive agreement satisfactory to HRH and the Proponent, if any, that HRH determines to negotiate with.

IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF HRH AND/OR ANY PROPONENT TO NOT PROCEED WITH THIS RFP, AS THERE IS NO LEGALLY BINDING OBLIGATION ON HRH OR ANY PROPONENT TO PROCEED.

For clarity, this RFP is not a tender call. This RFP does not commit the Hospital in any way to select a Preferred Proponent to proceed to negotiations for an Agreement, or to award any Agreement. The Hospital reserves the complete right to, at any time, reject all Proposals and to terminate this RFP process. This RFP is not intended to create, and should not be construed as creating, contractual relations between the Hospital and any Proponent. Furthermore, should Humber River Health, in its sole discretion decide not to award a contract under this RFP, Humber River Health may create a new RFP on the same subject as this RFP.

1. Introduction

1.1 Invitation to Proponents

This RFP is being issued by the Purchaser Humber River Health (HRH) to obtain Proposals for construction/renovation services related to the Acute Behavioural Assessment and Management Unit (ABAMU) from interested suppliers for the provision of ABAMU Renovations services (the “Services”).

Please refer to the Hospital Overview, in Section 3 for further information on the Hospital.

1.2 Term of Contract

The selected Proponent will be required to enter into an agreement (“Agreement”) with Humber River Health (“HRH”).

The initial term for the ABAMU Renovation Services will be approximately 308 days from signing of CCDC 2 Contract

HRH reserves the right to terminate the Agreement, without penalty, upon ten (10) days’ written notice in the event of an unresolved breach of contract, or without cause upon ninety (90) days’ written notice.

1.3 Compliance with Applicable Laws

This RFP is subject to the Canadian Free Trade Agreement signed on July 1, 2017 and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) signed September 21, 2017, which eliminates certain barriers to trade, investment, and labour mobility within Canada and facilitates the free movement of persons, goods, services and investments within Canada.

This RFP is also subject to Broader Public Sector (BPS) Procurement Directives and Building Ontario Businesses Initiative (BOBI).

The successful Proponent shall be required to comply with all laws applicable to purchase and support services in Ontario and the federal laws applicable therein, including but not limited to the Ontario Occupational Health and Safety Act, the Ontario Workplace Safety and Insurance Act, the Ontario Human Rights Code, the Ontario Pay Equity Act, the Personal Health Information Protection Act (Ontario), the Canada Personal Information Protection and Electronic Documents Act, the Ontarians with Disabilities Act, 2005 and the Canada Food and Drugs Act.

The successful Proponent shall certify that the goods and services, including any software, proposed for delivery to HRH are free from any involvement in forced labour or child labour, as defined under Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act.

1.4 Other Purchasers

This RFP is administered by HRH on its own behalf. However, this RFP is also conducted for the benefit of any Purchaser that wishes to avail itself of this RFP. Those other Purchasers may negotiate their own contracts with the successful Proponent in this RFP. HRH will not inform or make available to the other Purchaser's Supplier's proprietary information, such as, but not limited to, pricing, incentives, rebates and value adds.

1.5 RFP Documentation

This RFP is comprised of the main body, any addenda issued by HRH, and all attached Schedules.

Schedule A:	Mandatory Requirements
Schedule B:	Requirements/Specifications
Schedule C:	Declaration and Certification
Schedule D:	Unfair Advantage and Conflict of Interest Statement
Schedule E:	Form of Offer
Schedule F:	Financial Bid Form (Pricing)
Schedule G:	Corporate Overview
Schedule H:	Reference Requirements
Schedule I:	Litigation Requirements
Schedule J:	CCDC2-2020 Agreement
Schedule K:	Response to Draft Model Agreement
Schedule L:	The Hospital's Information Practices
Schedule M:	Recommended Implementation
Schedule N:	Warranty - Not Applicable to this RFP
Schedule O:	Service and Support
Schedule P:	Training - Not Applicable to this RFP
Schedule Q:	Installation Plan - Not Applicable to this RFP
Schedule R:	Shop drawings
Schedule S:	Attestation for Compliance and Vendor Status
Schedule T:	Software System Specific Terms and Conditions - Not Applicable to this RFP
Schedule U:	General Site Conditions
Schedule V:	Agreement to Bond
Schedule W:	Company Demonstrated Skill and Experience
Schedule X:	Personnel Demonstrated Skill and Experience
Schedule Y:	Subtrade Personnel Demonstrated Skill and Experience
Schedule Z:	Hazardous Substances Survey
Schedule AA:	IPAC During Constructions and Renovations

2. Definitions

Unless otherwise specified in this RFP, the following words and phrases have their prescribed meaning set out in the RFP. The words “**Must**” and “**Should**” need not be capitalized or otherwise highlighted to have the meanings set out below.

- a.) “**ABAMU**” means Acute Behavioural Assessment and Management Unit
- b.) “**Act**” means an Act of Legislation. Where this RFP refers to an Act, it shall be interpreted to include all of the regulations of the Act.
- c.) “**Addenda**” – Written instructions issued by the Hospital prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.
- d.) “**Agreement**” means the purchase and services agreement that will be executed between HRH and the successful Proponent.
- e.) “**Alternative Service**” is any article, material, or software system that the successful Proponent wishes to substitute in the scope of work, and which has been pre-approved by HRH.
- f.) “**Annual**” means twelve months.
- g.) “**Applicable Law**” and “**Applicable Laws**” means any and all statutes, laws, by-laws, statutes, codes, acts, ordinances, decrees, rules, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, workers’ compensation matters and all law and regulations.
- h.) “**Bid Administrator**” means the Procurement individual responsible for the administration and management of this RFP document which may include HRH employees, acting on behalf of HRH.
- i.) “**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 8:00a.m. to 4:00p.m., except when such a day is a public holiday in Ontario, as defined in the Employment Standards Act (Ontario) or as otherwise agreed to by the parties in writing.
- j.) “**Business Hours**” means 8:00 am to 4:00 pm, Eastern Standard / Daylight Saving Time, as applicable.
- k.) “**Confidential Information**” is defined as, but not limited, personal health information, financial records, human resources/payroll records, legal documents, research information, and clinical information. These records, documents and information may include, but are not limited to verbal, printed, photographic, and/or electronic forms. Further definition is contained in the Section titled “Confidential Information.”

l.) “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- i. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage. Further definition is contained in the Section titled “Confidential Information.”

m.) “Contract A” Not applicable under this RFP. As clearly stated in the “Notice to Reader” Section, the issuance of this RFP and the receipt of Proposals does not create “Contract A” under Canadian contract law. This RFP is a non-binding call for proposals only.

n.) “Day” or “Days” means Business Day unless the term calendar days is specifically referred to.

o.) “Delivery Services” means the services rendered by the Supplier to deliver the Products and Software system to the site disclosed by HRH.

p.) “Delivery Site(s)” means the location to which the products are to be delivered as specified in each release;

q.) “Eligible Proposal” means the Proposal of a Proponent whose Proposal has successfully met or exceeded the minimum score of a particular evaluation criterion or stage of the evaluation process and is allowed to move to the next step in the evaluation process.

r.) “Evaluation Team” means the individuals who have been selected by HRH to evaluate the Proposals.

s.) “Fault” can be defined as a condition that causes an error. Faults shall be considered errors.

t.) “Goods” means any articles, commodities, software system, goods, materials, consumables, or supplies;

u.) “HRH” means Humber River Health or Owner as per CCDC 2 agreement;

v.) “Mandatory” means a requirement that must be substantially completed and complied with for a Proposal to be considered compliant and therefore capable of being reviewed by HRH.

w.) “May” used in this document shall be permissive and discretionary;

x.) “Must” indicates a mandatory requirement that must be substantially completed and complied with for a Proposal to be considered compliant and therefore capable of being reviewed by HRH.

y.) “Personal Information” means recorded information about an identifiable individual or that may identify an individual, but does not include the name, title, contract information, or designation of an individual that identifies the individual in a business, professional, or official capacity.

z.) “Preferred Proponent” means the Proponent submitting the Proposal that is the highest ranked Proponent(s) in accordance with the evaluation process, representing best overall value to HRH.

aa.) “Proponent” or “Proponents” means a party, an entity, or parties in the case of a joint ventures (duly noted in Proponent’s response), that submits a Proposal in response to this RFP.

- bb.) “Proposal” or “Proposals”** means all the documentation and information submitted by a Proponent in response to the RFP.
- cc.) “The Hospital”** means HRH or Humber River Health and its affiliates.
- dd.) “Request for Proposal” or “RFP”** means this document including any addendum thereto which may be issued by HRH prior to the RFP Closing Date and Time.
- ee.) “RFP Closing Date and Time”** means the Proposal submission date and time as set out in Sections 03 (5.4 RFP Schedule) and 0 (5.6.1 General) and as may be amended from time to time in accordance with the terms of the RFP.
- ff.) “Services”** means the services intended to be procured pursuant to this RFP and to be provided by the Supplier in accordance with the terms of the Agreement and to the satisfaction of the Hospital
- gg.) “Should”** indicates a non-mandatory, preferred requirement included in a Proposal that HRH will evaluate by applying judgement, in accordance with the evaluation criteria set out herein.
- hh.) “Supplier”** means the successful Proponent (Vendor) that has signed the Agreement resulting from the award of the RFP.
- ii.) “Unfair Advantage or Conflict of Interest”**, (Unfair Advantage and Conflict of Interest Statement), includes, but is not limited to, any situation or circumstance where, in relation to the performance of its obligations under the RFP or Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the RFP or Agreement.
- jj.) “Value-Add”** means an incentive that is an offer by a Proponent over and above the primary goods or services being requested, with the intent to increase the total “value for money” to the Hospital.

3. Hospital Background

Humber River Health (HRH) is one of Canada’s largest acute care Hospitals, fully digital, and serving a diverse catchment area of more than 850,000 people in the northwest Greater Toronto Area. Humber operates 722 acute inpatient beds with nearly 4,800 staff, approximately 800 physicians, and over 600 volunteers.

HRH’s network span multiple locations across Northwest Toronto, offering a comprehensive range of healthcare services designed to address the diverse and evolving needs of their population. This includes the Wilson Hospital, the Schulich Family Medicine Teaching Unit (FMTU), their Research Institute, and the Reactivation Care Centres located at the Finch and Church Campuses. Humber has also focused on partnerships with healthcare and social service providers through the Northwestern Toronto Ontario Health Team. This collaboration enables them to deliver integrated, community-based care that provides meaningful and sustained support to the community. The opening of “The Hub@2115” located at the Finch Campus, spearheaded by the Northwestern Toronto Ontario Health

Team, is a collaborative space that brings together healthcare and social service partners in one convenient location.

As a member in the Toronto Academic Health Sciences Network (TAHSN), Humber provides many academic opportunities to all professions. This includes the Schulich FMTU in partnership with the University of Toronto, further strengthening their commitment to academic excellence. The Schulich Family FMTU provides opportunities for residents to learn with academic and community-based family physicians. Residents also have access to interdisciplinary health professionals to support collaborative learning and comprehensive care experience.

Humber River Health has a strong emphasis on quality, safety, and the patient and family experience. In 2023, Humber received Exemplary Standing from Accreditation Canada. In 2023 and 2024, Humber was recognized as a Greater Toronto Area (GTA) Top Employer, which serves as a benchmark for workplace practices in the GTA. Despite having the busiest Emergency Department in Ontario, Humber is widely regarded as one of Canada's safest hospitals. This reputation is not just anecdotal; it is supported by data including a 10 per cent year-over-year drop in sepsis cases, a 40 per cent decrease in medical emergencies like heart attacks and respiratory distress, and a medication error rate of just 0.009 per cent. In addition, Humber's safer care numbers are more than 60 per cent better than the average of all Ontario and Canadian hospitals.

As part of its ongoing commitment to high reliability healthcare and continuing its role as North America's first fully digital hospital, Humber implemented a Command Centre that works behind the scenes to help make every patient's experience at Humber better, faster, and safer. As the first of its kind in Canada, the Command Centre uses real-time data and advanced algorithms to monitor patient flow, vital signs, and staffing levels. The Command Centre's early warning systems have dramatically reduced the incidence of critical events, fostering a safer environment for patients and staff alike. Frontline staff is provided with a bird's eye view of the entire hospital, accessible wherever they are, alerting them of real-time incidents and allowing for informed decision-making.

Part of Humber's digital infrastructure includes automated laboratory services, robotics for sorting and mixing medications, electronic health records, computerized physician order entry, patient bedside computer terminals, and tracking systems for patients undergoing surgery that provides updates to families through their cellphones. The implementation of these technological and digital solutions has enabled Humber to automate information, enhance communication, and eliminate paper wastage, providing a connected experience for patients, staff, and families.

Humber River Health's 2023-2026 Strategic Plan includes promoting equity, diversity, and inclusion, empowering staff, and patients, delivering high-quality, accessible care close to home, and advancing innovation, research, and academic excellence. As they advance strategic priorities and push the boundaries of digital healthcare, Humber River Health is dedicated to fostering a culture of collaboration, inclusivity, and continuous improvement. By leveraging technology, data-driven insights, and strong partnerships, Humber is transforming patient care and enhancing the healthcare experience for all. With a shared vision of Lighting New Ways in Healthcare, they look forward to shaping the future of healthcare, one innovation at a time.

The Hospital is a non-share capital organization incorporated under the Not-for-Profit Corporations Act and is governed by the Public Hospitals Act

For more information on HRH, please visit our website at www.hrh.ca.

4. Project Overview and Requirements

4.1 Project Background / Rationale

In 2022, Humber River Health has received written approval for the development and opening of an Acute Behavioural Assessment and Management Unit (ABAMU) at the Finch Reactivation Care Centre. Once completed, the Acute Behavioural Assessment and Management Unit (ABAMU) will be a 12-bed unit treating adult patients with expressive behavioural concerns, with up to 4 beds available to Toronto Region hospital partners.

To support with this endeavour, HRH has issued this RFP to procure a solution for ABAMU Renovation and Construction Services.

4.2 Current State

This RFP presents an opportunity to assess such various integrated solutions in a way that maximizes value, by obtaining construction services in securing a best-in-class Service Provider to complete the ABAMU project within budget and in a timely manner based on HRH desired requirements and specifications.

4.3 Scope of Work and Key Deliverables

Key deliverables include all the services to HRH in seeking qualified Proponents to support the development on these key tangible outputs:

HRH is seeking Proposals from Qualified General Contractors for:

- Renovation of 8,525 sf of the HRH Finch Site to an Acute Behavioural Assessment and Management Unit (ABAMU),

The successful Proponent shall perform the work, including the provisions of the Deliverables, as outlined in this Request for Proposal and as described in – Scope of Work.

1. Coordination with the Landlord Sub-Trades and Landlord Requirements.
2. Mandatory Sub-Contractors
3. Preferred Vendors
4. Coordination with HRH Vendors
5. Associated Documents

1. *Coordination with the Landlord Sub-Trades and Landlord Requirements*

The Proponent/General Contractor to cooperate and fully coordinate with the Landlord and the Landlords Subcontractors and abide by the landlords requirements. See Contractor documents for detailed information.

In the event the Landlord or their contractors require access to the site(s) to complete any work during our construction period, during HRH's Contractors working hours, HRH's Contractor shall provide sole access to the site for the

Landlords trades during that time or adjust their work hours for that/those day(s) to allow the work to be completed in order to maintain separation of space and/or space. HRH’s site access agreement will be required to be executed. Alternatively, HRH’s contractor has the option to execute the Project Responsibility Agreement and take on the OH&S of the landlord and their subs during that time.

2. Mandatory Sub-Contractors

- **Fire System – Onyx**
- **Security System – AC Technical Inc**
- **Elevators – Quality Allied**
- **BAS (UVGI) – Facio/Carrier**
- **Medical Gas - PMG**

3. Preferred Vendors

- **Electrical – ResolveTech**
- **Mechanical/HVAC – Rosetown, English & Mould, Blackcreek**

The above listed Landlord’s Contractors are to be carried by the Proponent.

4. Coordination with HRH’s Vendors

The General Contractor/Proponent must be prepared to coordinate with HRH’s Vendors for Furniture and equipment or otherwise as required. Where Furniture and Equipment is required to be unpacked, assembled and installed prior to Occupancy Turn-over, the General Contractor must provide access to the site for these vendors through a method approved by HRH’s OH&S. They are to either provide them separation of time and provide them sole access to the site for the duration of time required for installs during regular working hours or separation of space – both using the site access agreement. Alternatively, HRH’s contractor has the option to execute the Project Responsibility Agreement and take on the OH&S of the landlord and their subs during that time.

5. Technical Documents

The following drawings/documents are being provided for information purposes and shall form the scope of work for this RFP. Proponents are to review all documents in their entirety.

Drawing / Document	Number of
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	Pages
<u>HRH AMABU – Project Manual and Architectural Specifications (Div 00-12).pdf</u> <i>dated February 23, 2026</i>	516
<u>HRH ABAMU – Mechanical and Electrical Specifications (Div 00-28).pdf</u>	668
<u>HRH AMABU – Architectural Drawings.pdf</u>	22
<u>HRH ABAMU – Mechanical Drawings.pdf</u>	10
<u>HRH ABAMU – Electrical Drawings.pdf</u>	6

5. Terms and Procedures

5.1 Mandatory Eligibility – U.S. Business Restriction

In accordance with Schedule S (Attestation of U.S. Vendor Status) and Schedule A.2 (Mandatory Requirements), if a Proponent’s headquarters or main office is in the United States and the Proponent has fewer than 250 full-time employees in Canada, the Hospital reserves the right to disqualify the Proponent from this RFP process.

PART A - PROCEDURE

5.2 Procurement Bid Administrator – Contact Information

All communications with HRH regarding any aspect of this RFP (up to any contract award notification) must be submitted online via the message board for this opportunity on the www.Biddingo.com website. All communications should also identify the RFP number in the subject line.

Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with any of the following with respect to any matter connected with this RFP, unless approved in writing by the Procurement Bid Administrator or their Authorized Designate.

- (a) any employee, physician, or agent of HRH (other than the Procurement Bid Administrator or the above noted Designate and outside of communication through the Biddingo website, www.biddingo.com);
- (b) any member of the Evaluation Team;

- (c) any expert or advisor assisting the Evaluation Team;
- (d) any member of the HRH’s governing bodies (such as Board of Directors, Board of Governors, Board of Advisors or Trustees); or
- (e) any elected official or any level of government, including any advisor to any elected official with respect to any matter connected with this RFP.

5.2.1 Notice During RFP Process

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

- (a) only the Procurement Bid Administrator is authorized by HRH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- (b) Proponents should not contact any person mentioned in Section 5.2 with respect to any matter connected with this RFP, unless first instructed to do in writing by the Procurement Bid Administrator;
- (c) under no circumstances shall a Proponent rely upon any information or instructions from HRH including any officer, director, employee, physician, or agent, unless the information or instructions are provided in writing by the Procurement Bid Administrator;
- (d) HRH, including its officers, directors, employees or agents, shall not be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Procurement Bid Administrator;
- (e) The above timelines are subject to change at the sole discretion of HRH;
- (f) HRH may amend any timeline, including the RFP Closing Date and Time, without liability, cost, or penalty, and within its sole discretion; and
- (g) In the event of any change in the RFP Closing Date and Time, the Proponent shall thereafter be subject to the changed timeline.

5.3 RFP Schedule

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

Event	Date
RFP Issue Date	April 9, 2026
Deadline for Questions and Clarifications	April 16, 2026
Mandatory Site Meeting	April 17, 2026 at 10:00 am (EST)
Completion Date for HRH to post RFP addenda	April 23, 2026
RFP Closing Date and Time (Biddingo website)	May 11, 2026 at 2:00 pm (EST)

Completion of Stages 1, 2 and 3 Evaluations (Mandatory Requirements, Requirements/Specifications, and Pricing)	June 3, 2026
Completion of Stage 4 (Evaluations of Short-Listed Proponents for Presentations, if required)	June 08, 2026
Completion of Stage 5 (Reference Checks)	June 15, 2026
<i>Anticipated Contract Start Date</i>	July 15, 2026

- (a) The above timelines are subject to change at the sole discretion of HRH;
- (b) HRH may amend any timeline, including the RFP Closing Date and Time, without liability, cost, or penalty, and within its sole discretion; and
- (c) In the event of any change in the RFP Closing Date and Time, the Proponent shall thereafter be subject to the changed timeline.

5.4 Information - Proponent Responsibilities

5.4.1 Proponent to Review

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

5.4.2 Proponent to Notify

In the event that a Proponent has any reason to believe that any of the conditions listed in section 5.4.1 exist, the Proponent should notify the Procurement Bid Administrator by e-mail to Ian Marcelino at imarcelino@hrh.ca less than five (5) calendar days prior to the RFP Closing Date and Time. The Procurement Bid Administrator will then clarify for the benefit of all Proponents; if material, through an addendum posted on Biddingo website at www.biddingo.com no less than five (5) calendar days prior to the RFP Closing Date Time.

Proponents shall not, after the submission closing date and time of a Proposal:

- (a) claim that there was any misunderstanding or that any of the conditions set out in section 5.4.1 were present with respect to the RFP; or
- (b) claim that HRH is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the RFP.

5.5 Clarifications and Questions

5.5.1 Submission

The following points apply regarding any request for clarification, or question and/or any Proponent initiated notifications related to any aspect of the RFP:

- (a) Proponents must submit requests for clarification via the Biddingo website at www.biddingo.com or as may otherwise be directed by the RFP Bid Administrator.
- (b) In submitting a question or request for clarification, a Proponent should include their Company name, address, contact name, telephone number, and email address.
- (c) Where a question or request for clarification relates to a specific section of this RFP, reference should be made to the specific section number and page; and
- (d) All Questions or requests for clarification should be submitted no later than the Closing Date and Time for Questions and Clarifications, as indicated in Section 5.3. Any Questions or requests for clarification received after this deadline will not be addressed.

5.5.2 Answering of Questions or Requests for Clarifications by HRH

HRH will provide Proponents with written responses to questions and requests for clarification that are submitted in accordance with section 5.5.1 (**Error! Reference source not found.**), subject to the provisions of this section 0. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on the Biddingo website at www.biddingo.com. In answering a Proponent's questions or providing clarification, HRH will set out the question(s) or request for clarification(s), without identifying the Proponent that submitted the question(s) and HRH may, in its sole discretion:

- (a) edit the question(s) for clarity.
- (b) exclude questions that are either unclear or inappropriate;
- (c) answer similar questions from various Proponents only once; and
- (d) respond to minor questions without notifying all Proponents.
- (e) Any answer that is intended to result in any change to any aspect of the RFP will be formally evidenced through the issue of a separate Addendum for this purpose.

5.5.3 Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on the Biddingo website at www.biddingo.com at least five (5) Calendar Days prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

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

5.6 Proposal Submission

5.6.1 General

To be considered in the RFP process, a Proponent's Proposal must be received by **2:00 P.M. E.S.T. on May 11, 2026** (the "RFP Closing Date and Time") as set out in Section 5.3 (RFP Schedule), online via the Biddingo website at www.biddingo.com.

Proposals received after the RFP Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery of the Proposal chosen by Proponent to the online Biddingo website, each Proponent is responsible for the actual submission of its Proposal online via the Biddingo website at www.biddingo.com.

Proposals transmitted by facsimile or sent by any electronic or other means than via the Biddingo website at www.biddingo.com shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the Electronic Commerce Act, 2000, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered to the hospital by way of electronic communication, unless otherwise provided for in this RFP or as otherwise directed by the RFP Bid Administrator.

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

5.6.2 Receipt

Every Proposal received will be electronically date/time stamped by the Biddingo website.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by the RFP Submission Closing Date and Time.

5.7 Withdrawal of Proposal

A Proponent may withdraw their Proposal only by providing written notice to the Procurement Bid Administrator before the RFP Closing Date and Time. Following the RFP Closing Date and Time, a Proposal may not be withdrawn.

5.8 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all the components required for HRH to use or avail itself of the Services have been identified in its Proposal or will be provided to HRH at no additional charge. Any goods or services that may be identified by the Proponent after the RFP Submission Deadline or subsequent to signing the Agreement as being required for the use or avail of the Services shall be provided at the Proponent's expense.

5.9 Ownership of Proposals

Every Proposal submitted by the RFP Closing Date and Time shall become the property of HRH unless it is received after the RFP Closing Date and Time, in which event it will be returned to the Proponent unopened.

5.10 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in section 5.7 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 180 Days from the RFP Closing Date and Time.

Proposals will be opened privately after the RFP Closing Date and Time.

Proposals will not be opened publicly.

5.11 Acceptance of RFP

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

5.12 Amendments to the RFP

Subject to section 5.5.3 (5.5.3 Issued Addenda), HRH shall have the right to amend or supplement this RFP in writing prior to the RFP Closing Date and Time. The Proponent is responsible to ensure it has received all Addenda, if any, which are intended to bind each Proponent.

5.13 Clarification of Proponent's Proposal

HRH shall have the right at any time after the RFP Closing Date and Time to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent. HRH shall not be obliged to seek clarification of any aspect of any Proposal.

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

5.14 Verification of Information

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

- a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, verbal presentation, demonstration, or discussion by whatever means HRH may deem appropriate, including contacting persons in addition to those offered as references;
- b) reject any Proponent's statement, claim or Proposal, if such statement, claim or their Proposal seems to HRH to be patently unwarranted or is questionable; or
- c) access the Proponent's premises where any portion of the work is to be performed, for the purpose of confirming Proposal information, evaluating process quality, and obtaining assurances of viability. Such access will be subject to mutually agreed reasonable terms, including pre-notification, scope of access, security, confidentiality, and the allocation and amount of any costs associated with the visit. By submitting a proposal, the Proponent agrees to co-operate in the verification of information and is deemed to consent to HRH verifying such information.

5.15 Right to Waive Minor Irregularities

HRH shall have the right to waive any minor irregularity in any Proposal or related to the submission of the Proposal, provided that the Proposal is substantially compliant.

5.16 No Public Hospital or Promotion

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

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

5.17 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be awarded. While price is an evaluation criterion, other evaluation criteria, as set out in Section 7.0 (Evaluation Process), will be included in the evaluation process.

5.18 Debriefing

Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Procurement Bid Administrator requesting a debriefing from HRH, and HRH shall conduct such debriefing. Debriefing sessions will be held on site at HRH.

Any request for a debriefing received more than 60 Days following the date of posting of a contract award notification will not be considered and the Proponent will be notified in writing that they are not entitled to a debriefing. Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until following execution of the Agreement.

5.19 Bid Protest Procedure

In the event that a Proponent wishes to review the decision of HRH in respect of any material aspect of the RFP process of which they participated, the Proponent shall submit a protest in writing to HRH within 10 days posting of a contract award notification in respect of the RFP.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing. A protest in writing shall include the following:

- (a) a specific description of each act alleged to have breached the procurement process.
- (b) a precise statement of the relevant facts.
- (c) an identification of the issues to be resolved.
- (d) the Proponent's arguments and supporting documentation; and
- (e) the Proponent's requested remedy.

HRH reserves the right to manage the Bid Protest Procedure in a manner acceptable to staffing timelines and internal resources available at the time of the request.

5.20 Substantial Compliance

HRH may reject Proposals that are not substantially compliant with this RFP.

The Proponents acknowledges that by submitting a bid, it has accepted an offer by the Owner to enter into a "bid contract" for the evaluation of bids and the award of the Contract, if an award is made. The Proponents acknowledges that the terms of the "bid contract" are represented by the Bid Documents.

Failure to submit a bid which complies with the requirements of these Instructions to Proponents may cause a bid to be declared non-compliant.

Part B Additional Terms

5.21 Confidentiality

5.21.1 Confidential Information of HRH

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

- (a) The Proponent shall treat such information as confidential and, except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Proponent shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the hospital; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Proponent.
- (b) Such information remains the property of HRH and shall not be removed from HRH's premises except with the prior written consent of HRH.
- (c) Such information must be treated as confidential and shall not be disclosed except with the prior written consent of HRH.
- (d) Such information must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and
- (e) The Proponent agrees to return that information to HRH upon request, or destroy it at HRH's request and/or provide HRH with appropriate proof of destruction.

5.21.2 Confidential Information of Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, HRH shall treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of wrongful disclosure by HRH.

During any part of this RFP process, a Proponent shall not require that HRH, or any of its representatives or agents, execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required step of the RFP (such as a presentation or in-use evaluation) because HRH has refused to execute any such confidentiality agreement, the Proponent shall receive no points for the particular step in the evaluation process in respect of which the Proponent has refused to participate.

5.21.3 Proponent's Submission

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

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal. HRH will manage that confidential information with the same level of security as it would its own.

HRH will not disclose information from the Proponents submission deemed confidential or otherwise unless required to do so by a government agency, a request under the Freedom of Information Act, or other legal action where it is required to do so.

5.21.4 Personal Information

(a) Submission of Information

The Proponent should not submit as part of their Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. Unless so requested, any such information, whether in the form of resumes or other documentation, will be returned to the Proponent and will not be used in the evaluation process. Should HRH subsequently request such information from the Preferred Proponent during the process to finalize any Agreement that may be awarded from this RFP, HRH will treat this information in accordance with the provisions of section 5.21.2 (Confidential Information of Proponent) unless HRH is required to disclose by legal action.

(b) Use

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by HRH shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.

(c) Consent

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to HRH. HRH will consider that the appropriate consents have been obtained for the disclosure to and use by HRH of the requested information for the purposes described.

5.21.5 Non-Disclosure Agreement

HRH reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to HRH.

5.22 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared separately and independently, without conspiracy, collusion or fraud or any other breach of the *Competition Act* (Canada). For more information on this topic, visit the Competition Bureau website at <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/04114.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

5.23 Trade Agreements

Proponents should note that procurements coming within the scope of either Article 5.04 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, please refer to <https://www.cfta-alec.ca/canadian-free-trade-agreement/> or to the Trade and Cooperation Agreement between Quebec and Ontario at: <https://www.ontario.ca/document/trade-and-cooperation-agreement-between-ontario-and-quebec-0>

5.24 Permits, Licences and Approvals

Proponents shall obtain and maintain all permits, licences, and approvals required in connection with the delivery of services. The costs of obtaining and maintaining such permits, licences and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

Where a Proponent is required by any Applicable Law to hold or obtain any licence, permit, or approval to carry on an activity contemplated in their Proposal or in an Agreement that may follow, neither acceptance of the Proposal nor execution of the Agreement by HRH shall be considered an approval by HRH to carry on such activity without the requisite licence, permit, consent or authorization. Failure of the Proponent to hold or obtain any such licence, permit, or approval shall be considered a material misrepresentation under the RFP and a breach of contract under any Agreement resulting from this RFP.

5.25 Adherence to Legislation

Proponents must only propose services that adhere to and are provided in accordance with any and all applicable federal, provincial, and municipal legislation, regulatory processes, codes, and accepted standards for the delivery of service. This includes but not limited to all applicable legislation, regulatory processes, codes, and accepted standards related to the following:

- Health Canada medical device licensing in Canada, as applicable;
- Health Canada medical device establishment licensing in Canada, as applicable;
- Health Canada patient management software licensing in Canada, as applicable; and
- Canadian Standards Association standards, as applicable

5.26 Intellectual Property of HRH

The Proponent should not use any intellectual property of HRH, including but not limited to logos, registered trademarks, or trade names of HRH, at any time without the prior written approval of HRH.

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

5.27 Agreement and Award

5.27.1 Form of Agreement

Subject to 5.27.3 Negotiations with Proponents, the successful Proponent should be prepared to sign an Agreement substantially in the form of the CCDC2-2020 Agreement Schedule. This Agreement shall incorporate the terms and conditions of the RFP and the successful Proponent's Proposal except to the extent the terms and conditions of this RFP and the successful Proponent's Proposal have been expressly superseded by the terms and conditions of any written agreement executed by both parties. Proponents should not base their Proposals on the assumption that the Proponent, if selected, will be able to change any of the terms or conditions of the Agreement.

5.27.2 Notice to Finalization of Agreement

HRH shall notify the successful Proponent(s) that it has been selected to enter discussions to finalize the Agreement.

5.27.3 Negotiations with Proponents

After the selection of the successful Proponent(s) (if any) HRH may finalize the terms and conditions of the Agreement with the Proponent(s) and,

- a) prior to making the award, HRH shall have the option of issuing an Interim Purchase Order based on the terms of the model agreement schedule; and/or
- b) may, in its sole discretion, negotiate changes, amendments or modifications to the Proponent's Proposal or to the draft Agreement.

5.28 Rights of HRH – General

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

- (a) make public the names of any or all Proponents before, during and after the award;
- (b) appoint to the Evaluation Team persons who may have or have had a working relationship or experience with either the Proponent or another Proponent or who may have or have had working experience with the Proponent's Services or Services of another Proponent;

- (c) request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at HRH's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in their Proposal or to change or enhance the Proponent's Proposal in any manner;
- (d) waive formalities, specifications/requirement including mandatory requirements or elements of non-compliance and accept Proposals that substantially comply with the requirements of this RFP, in HRH's sole discretion;
- (e) verify with any Proponent or with third parties any information set out in a Proposal, as described in section 5.14 (Verification of Information);
- (f) check references other than those provided by any Proponent;
- (g) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with HRH impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- (h) disqualify a Proposal where the Proponent has previously breached a contract with HRH, or any other organization within the Broader Public Sector, as defined in the Broader Public Sector Accountability Act (Ontario);
- (i) disqualify a Proposal where the Proponent or a senior officer of a Proponent has been convicted of a criminal offence in respect of HRH, or any other organization within the Broader Public sector, as defined in the Broader Public Sector Accountability Act (Ontario);
- (j) disqualify the Proposal where the Proponent reveals an Unfair Advantage or Conflict of Interest in relation to their Proposal or any cogent evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of HRH, or HRH concludes, in its reasonable discretion, that an Unfair Advantage or Conflict of Interest exists.
- (k) disqualify the Proposal of any Proponent that has breached any Applicable Laws or that has engaged in conduct prohibited by this RFP, or the Broader Public Sector Accountability Act (Ontario) including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents, any person subject to the said Act, or anyone on the Evaluation Team;
- (l) reject any Proposal or all Proposals in its absolute discretion, including where any Proponent has launched legal proceedings against HRH or is otherwise engaged in a dispute with HRH;
- (m) disqualify the Proposal of any Proponent that has threatened or commenced any litigation against HRH in the four years prior to the issue date of this RFP, or has failed to satisfy an outstanding debt or warranty obligation to HRH;
- (n) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

- (o) accept or reject a Proposal even if only one Proposal is submitted;
- (p) select as the Preferred Proponent a Proponent other than the Proponent whose Proposal reflects the lowest cost to HRH;
- (q) cancel this RFP process at any stage without award, and HRH may thereafter issue a new request for proposals, request for qualifications, sole source or do nothing, and HRH shall not be obligated to provide reasons for any such cancellation;
- (r) cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. HRH in its sole discretion determines it would be in the best interest of HRH not to award an Agreement;
 - ii. the Proposal prices exceed the costs HRH would incur by doing the work, or most of the work, with its own resources;
 - iii. the Proposal prices exceed the bid prices received by HRH in connection with a previous acquisition or procurement of services that are similar to the Services;
 - iv. the Proposal prices exceed the funds available for the Services; or
 - v. the funding for the Services or the requirements of the RFP have been revoked or modified by an HRH governing party;

and where HRH cancels this RFP, HRH may do so without providing reasons, and HRH may thereafter issue a new request for proposals, request for qualifications, sole source, or take no further action in respect of the matters contemplated by this RFP;
- (s) discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal;
- (t) reject any Proposal or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against HRH or is otherwise engaged in a dispute with HRH;
- (u) disqualify the Proposal of any Proponent which has threatened or commenced any litigation against HRH in the four years prior to the issue date of this RFP, or has failed to satisfy an outstanding debt or warranty obligation to HRH;
- (v) reference supplier specific brand names solely for reference purposes only; and
- (w) award in part or in whole, and at its sole discretion, to a single or multi-Suppliers for any Agreements which may result from this RFP.

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

5.29 Rights of HRH – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 120 days after being notified of its position as the Preferred Proponent, HRH 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, HRH may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and
- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP or issuing a new RFP for the same or similar requirements.

HRH may also cancel this RFP or deal with another Proponent in the event the Preferred Proponent fails to obtain any of the permits, licences, consults, or authorizations required pursuant to this RFP.

5.30 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including but not limited to all costs and expenses relating to the Proponent's participation in:

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

5.31 No Liability

The Proponent agrees that:

- (a) any action or proceeding relating to this RFP process shall be brought to any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- (b) They irrevocably waive any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis, including an inconveniently located court proceeding;

- (c) They shall not oppose the enforcement against them in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP; and
- (d) the Proponent further agrees that if HRH is determined by a court of competent jurisdiction to have committed a material breach of this RFP (that is, there is a material breach by HRH of Contract A) or any of the processes related to it or arising from it (including any breach of the obligation of good faith dealing), HRH's liability to the Proponent, and the aggregate amount of damages recoverable against HRH 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, or arising from the acts or omissions, negligent or otherwise of HRH, shall be no greater than the reasonable cost of the Proposal preparation that the Proponent seeking damages from HRH can demonstrate.

5.32 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of HRH. Any act in derogation of the foregoing shall be null and void. Proponents should note that a reorganization that results in an assignment of a Proponent's rights or obligations to a related entity is a breach of this Section 5.32.

5.33 Entire RFP

This RFP and all Schedules and Addenda form an integral part of this RFP including;

Schedule # and Name	To Be Completed and Included in Proponent's Response (Yes / No)
Schedule A.1 - Mandatory Requirements Checklist	Yes
Schedule A.2 - Mandatory Requirements	Yes
Schedule B - Requirements Specification	Yes
Schedule C - Declaration and Certification	Yes
Schedule D - Unfair Advantage and Conflict of Interest	Yes
Schedule E - Form of Offer	Yes
Schedule F - Financial Bid Form (Pricing)	Yes
Schedule G - Corporate Overview	Yes
Schedule H - References Requirements	Yes
Schedule I - Litigation Requirements	Yes
Schedule J - CCDC2-2020 Agreement & Supplementary Conditions	No
Schedule K - Response to Draft Model Agreement	Yes
Schedule L- The Hospital's Information Practices	Yes
Schedule M - Recommended Implementation Plan	Yes
Schedule N - Warranty	No

Schedule O – Service & Support	Yes
Schedule P – Training	No
Schedule Q – Installation Plan	No
Schedule R – Shop Drawings	Yes
Schedule S – Attestation for S-211 Compliance / U.S. Vendor Status	Yes
Schedule T- Software System Terms and Conditions	No
Schedule U – General Site Conditions	Yes
Schedule W- Company Demonstrated Skill and Experience	Yes
Schedule X- Personnel Demonstrated Skill and Experience	Yes
Schedule Y-Subtrade Personnel Demonstrated Skill and Experience	Yes
Schedule Z- Hazardous Substances Survey	Yes
Schedule AA – IPAC During Construction and Renovations	Yes

5.34 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules and Addenda, the RFP and the Addenda together shall prevail over the RFP and Schedules during the RFP process, and the Addenda shall prevail over the original RFP.

In the event of any discrepancies between the RFP documentation posted on Biddingo website at www.biddingo.com and any soft copy provided, the RFP documents posted on Biddingo website at www.biddingo.com shall prevail.

5.35 Governing Law

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

5.36 Consultant and Contractor Expenses

HRH does not provide reimbursement for expenses incurred.

5.37 Freedom of Information and Protection of Privacy Act (FIPPA)

All Proposals will be received in confidence subject to the disclosure requirements of the *Freedom of Information and Protection of Privacy Act* (“the Act”), applies to records in the custody or control of Ontario Health, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances. As such:

- i. Potential Suppliers should identify any portions of the Proposal that constitute a trade secret or scientific, technical, commercial, financial, or labour relations information that, if disclosed to any other person, would harm that Proponent's competitive position. The confidentiality of such information will be maintained by the hospital, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner. Generally, only specific portions of the potential Supplier's proposal should be identified.
- ii. Each individual whose resume or other personal information is included in the Potential Supplier's proposal if requested by HRH must provide a signed consent to the disclosure of that information to "HRH."
- iii. If the Potential Suppliers have any questions about the application of "the Act" to competitive bid records, please contact the Procurement Bid Administrator.

5.38 Accessibility for Ontarians with Disabilities Act (AODA) Requirements

In accordance with Section 7 of Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation) under the Accessibility for Ontarians with Disabilities Act, 2005, the successful Proponent shall ensure that all employees, agents, volunteers, or others for whom it is legally responsible receive training on:

- the requirements of the accessibility standards referred to in the regulation; and
- the Human Rights Code as it pertains to persons with disabilities.

Training shall be appropriate to the duties of those being trained and shall be provided as soon as practicable. Upon request by Humber River Hospital, the successful Proponent shall provide written proof of training completion and relevant training policies and practices.

6. Format of Proposals

6.1 Proposal Format

6.1.1 General

The Proponent's Proposal is created by completing all questions in or related to each of the sections of the RFP as posted on the Bidding website at www.biddingo.com, including the technical information. Proponent is responsible for completing all appendices that form part of its Proposal and uploading responses to the corresponding fields along with any other information being requested within each question/section.

Proposers may submit alternate Proposals for evaluation.

Partnerships: Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Proposer. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the Hospital and the Prime Proposer, and the Prime Proposer be responsible for any contractual relationship with the proposed partner(s).
- Each Proposer engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Proposer shall provide references, and each Proposer shall respond to the Company Background and History questions.

Every Proponent’s Proposal should be comprised and formatted as follows:

Each Proposal must be titled:

“RFP 2526_09 – ABAMU Renovation and Construction Services”

Proposals must be submitted **via the Biddingo website (www.biddingo.com) before the RFP Closing Date and Time** indicated in Section 5.3.

- Proposals received after the Closing Date and Time, or submitted to any location other than the Biddingo website, will not be considered and will be returned unopened.
- Each Proponent is responsible for ensuring their Proposal is successfully uploaded to the Biddingo website and for contacting Biddingo for technical support in advance of the Closing Date and Time, if required.

Submission Components

- 1. Main Proposal (Excluding Pricing)**
 - One clearly marked original copy, duly signed by an authorized company representative.
- 2. Pricing Component**
 - Submitted separately as one clearly marked original in the electronic submission.
 - Must be in **Pdf. format** using the provided Pricing Schedule template – Rate Bid Form.
 - Must be submitted as a **separate file** clearly labeled “Pricing Schedule” and **must not** appear in the main body of the Proposal.
- 3. Electronic Copy of Proposal**
 - One complete electronic copy (including scanned signature pages where required) in **Microsoft Word 2016 and Microsoft Excel 2016 (or more recent versions).**
 - The following schedules **must** be provided in **Excel format:**
 - Schedule A.1 – Mandatory Requirements Checklist
 - Schedule A.2 – Mandatory Requirements
 - Schedule B – Requirements Specifications

Important: All proposals must be submitted electronically via **Biddingo** in accordance with the instructions provided in this RFP. Submissions by email, facsimile, mail, courier, or any method other than Biddingo will not be accepted or considered. Proponents are solely responsible for ensuring that their complete submission, including all required components and schedules, is successfully uploaded to Biddingo prior to the Submission Deadline. Proposals submitted via email or facsimile will **not** be considered.

Proponent's proposal should include the main Proponent contact information as follows:

Name of Company
Name of Main RFP Contact
Email Address
Telephone Number

6.1.2 Forms and Schedules

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules provided. Proposals should be completed without delineations, alterations, or erasures. In the event of any discrepancy between the original copy of a Proposal and any of the copies or the electronic copy, the original shall prevail.

6.1.3 Technical Issues

(a) In preparing their Proposal, the Proponent should adhere to the following:

- (i) all pages should be numbered, and font size should be a minimum of 12;
- (ii) avoid using symbols in the file name such as &, #, etc.
- (iii) avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- (iv) each document size should not exceed 5 MB or 50 pages.
- (v) any embedded literature links about the Products and Services that are included in a Proposal should be a direct link to the specific proposed page setting out the necessary information (e.g. the proposed Products or Services) rather than the Proponent's main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. PDF literature documents should be named as follows: "Proponent Name – Goods Category – Model" or similar; and
- (vi) completely address, on a point-by-point basis, each requirement identified in this Section 6.1.3.
- (vii) adhere to the Proposal format requirements describe above; and

(viii) respond to the requirements in the applicable schedule, or as may be directed in this RFP, the Schedules provided, as appropriate, should be used for completing the Proposal.

(b) The Proponent should:

- (i) confirm their understanding and acceptance (as indicated by “Understood and Accepted”), on a point-by-point basis, of each term, condition or piece of information provided in section 1, section 2, section 3, section 4 and section 5 of the Request for Proposals;
- (ii) completely address, on a point-by-point basis, each requirement identified in section 7 Evaluation of Proposals – Requirements) using the related schedules and the Proposal should be complete in all respects; and
- (iii) adhere to the Proposal format requirements described in section 6.1.3(a) above.

6.2 Proponents Executive Summary

The Proponent should submit an executive summary of their Proposal describing the main features, benefits, and any limitations or conditions of their Proposal, in non-technical terms. Such executive summary should include no reference to Pricing and should not exceed three 8.5 x 11-inch pages.

6.3 Corporate Overview

Every Proponent should complete the Corporate Overview Schedule G.

6.4 Financial Viability

The Proponent should provide any financial information (e.g., annual report, banking information and/or guarantees) necessary to adequately establish the Proponent’s financial capability for the project to be undertaken or the Services requested pursuant to this RFP. Such information should be submitted in the Corporate Overview Schedule G.

6.5 Legal Actions

The Proponent shall disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on the availability of the Services proposed by the Proponent in the Corporate Overview Schedule G.

6.6 Scope of Work

The Proponent should review and complete the Services set out in Section 4.3 (Scope of Work and Key Deliverables) and Schedule B Requirements and Specifications and demonstrate which Services the

Proponent will be able to meet. The Proponent should demonstrate an understanding of Services to be provided and should describe the approaches the Proponent proposes to take to meet the Services requirements requested pursuant to this RFP.

6.7 The Hospital's Specific Requirements

The Proponent should address how it will be able to meet the Hospital's specific requirements as set out in the Requirements Specifications Schedule B.

6.8 Proposed Work Plan, Timeframe

The Proponent should provide a detailed work plan of the Services it will provide, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The positions of the individuals performing each task should be included.

6.9 Personal Health Information

The Hospital's information practices and requirements are attached as the Hospital's Information Practices Schedule, Schedule L.

The Proponent should explain how the Hospital's Information Practices are proposed to be met by the Proponent.

The Proponent should explain:

- a) How the Proponent's information practices comply with PHIPA;
- b) How the Proponent proposes to protect Personal Health Information (as such term is defined in the Ontario Personal Health Information and Protection Act) from theft, loss, and unauthorized access, copying, modification, use, disclosure, and disposal.
- c) The processes and practices the Proponent has implemented to manage a "data breach" (i.e., the theft, loss, unauthorized access to, copying, modification, use, and disposal of Personal Health Information);
- d) Whether any information is to be stored or used in, or accessed from, a site outside of (i) Ontario; and (ii) Canada; and
- e) Whether the Proponent is a health information network provider, as described in regulations under the Personal Health Information Protection Act.

The Proponent should provide samples of the materials the Proponent has made available to the public describing its information practices and any applicable privacy policies.

In the event there is a difference between the Proponent's information practices and any of the Health's Information Practices described in Schedule L, the Proponent should confirm that it is prepared to make commercially reasonable efforts to comply with the Health's Information Practices.

6.10 Compliance with Accessibility Standards

The Proponent must describe how the proposed Services will be in compliance with applicable accessibility standards under the *Accessibility for Ontarians with Disabilities Act, 2005* and its regulations. Proponents with 20 or more employees must submit a copy of their policy.

6.11 WHMIS Training

The Proponent should describe the Workplace Hazardous Materials Information System training that its personnel may have received in accordance with the **Ontario Occupational Health and Safety Act**.

6.12 Personnel

The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to provide the Services, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 5.21.4 (Personal Information) before submitting any such personal information.

Proponent will ensure that the Vulnerable Sector Screening Check (VSSC) is completed, with satisfactory results, as a condition of employment.

6.13 Environmental Issues

Consideration shall be given to potential environmental impacts when purchasing Services. In that regard, the Proponent should submit the following information:

- a) Information regarding re-usability of any goods supplied or used in providing the Services.
- b) Any initiative taken by the Proponent to minimize the amount and weight of packaging used for any goods supplied or used in providing the Services.
- c) Information on the ability to recycle any packaging and goods supplied or used in providing the Services and other information on recycling. Goods that are recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic, (polyethylene terephthalate), #2 plastic (high density polyethylene), hard #4 plastic (low density polyethylene), and #5 plastic (polypropylene).
- d) Information regarding any opportunity for the Hospital to return part or all of the goods and packaging used during the delivery of the Services at no charge to the Hospital.
- e) A list of the “subject pollutants” listed under the applicable municipal sewer-use bylaw contained within the goods that the Proponent will be using in delivering the Services to the Hospital. Include the quantity and type of hazardous materials contained in the goods if such information is not proprietary, and the federal Material Safety Data Sheets in accordance with the Workplace Hazardous Materials Information System (WHMIS).

- f) The overall environmental effect of any goods and packaging supplied in delivering the Services including, but not limited to:
- i. whether the goods or the Services are certified under Canada’s Environmental Choice Program, Energy Star Program, or any other “eco-labelling” program;
 - ii. a list of materials which are used in any goods or packaging supplied or used during the delivery of the Services, including recycled content;
 - iii. unit weights of any goods and packaging material supplied or used in the delivery of the Services;
 - iv. whether the Proponent is ISO 14001 certified; and
 - v. a summary of the environmental initiatives undertaken by the Proponent.

6.14 Acceptance of the Form of Agreement as Attached

The Proponent should identify in its proposal (i) any clauses in the Form of Agreement to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.

A Proponent that would accept the Form of Agreement as attached without changes shall respond by stating “Not Applicable.”

The Proponent should not submit its own Form of Agreement or Terms and Conditions.

6.15 Pricing Schedule

- (a) All pricing should be quoted as outlined in the Financial Pricing **Schedule F – Bid Form**.
- (b) Submit one (1) copy of the Base Bid Form and Supplementary Bid Forms, accompanied by the bid bond and the agreement to bond, via e-mail with the subject line “Bid for HRH “ABAMU”,

Submit via e-mail to:

Ian Marcelino, Bid Administrator,
Humber River Health E-mail:
imarcelino@hrh.ca

- (c) Bids must be received before **2:00 pm local time on May 11, 2026**. The term “local time” shall mean the time as measured by the identified clock at the recipient’s location.
- (d) Bids will be date and time stamped at the place receiving the bids. Late bids will be returned unopened.
- (e) Bids which are submitted by facsimile transmission or by electronic means will not be considered.
- (f) Bids shall be irrevocable for a period of one hundred and eighty (180) days from the date of submission, after which the bid expires.

- (g) Proponents are solely responsible for the method and timing of delivery of their bids. Fill in all the blank spaces on the Rate Bid Form in ink, or typewritten, providing all information requested, and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Rate Bid Form and/or failure to fill in all blank spaces may result in the bid being declared non-compliant.
- (h) Use only the Rate Bid Form issued as part of the bid documents with this RFP. If any or all pages of the Rate Bid Forms are amended by addendum, the amended pages shall be used to submit a Proposal. Failure to comply with this paragraph may result in the Proposal being declared non-compliant.
- (i) Information provided by Proponents on the Rate Bid Forms may be amended prior to Proposal closing, provided corrections are initialed by an authorized representative of the Proponent. Other modifications, erasures, additions, conditions, qualifications, or un- initialed pre-closing amendments may result in the Proposal being declared non- compliant.
- (j) Proposals that are unsigned, improperly signed, un-initialed, incomplete, conditional, or illegible, may be declared non-compliant.
- (k) Proposal Price:
 - (a) The Rate Bid Form provides that the Proposal price shall be provided in numbers only.
 - (b) Where the Rate Bid Forms require the Proponent to provide a breakdown of the Proposal price, the Proposal price shall govern in the case of conflict or ambiguity between the Proposal price and the sum of the breakdown of the Proposal price.
 - (c) Listing of Subcontractors:
 - i. Where required by the RFP, a Proponent shall submit a list of Subcontractors the Proponent proposes to perform any part of the work called for in this RFP by completing and submitting a list of subcontractors. Failure of the Proponent to provide this list, or the listing by a Proponent of more than one Subcontractor to perform or supply any part of the work, may result in the bid being declared non- compliant.
 - ii. Where a Proponent lists “own forces” in lieu of a Subcontractor, it indicates that the Proponent shall carry out such item of the work with its own forces. Where “own forces” have been listed by a Proponent, the Owner reserves the right to obtain information from the Proponent and from third parties respecting the qualifications and experience of the Proponent’s “own forces” for such item of the work.
- (l) In the event that more than one bid is received from the same Proponents, only the latest bid will be considered.

- (m) The Owner may reject the lowest or any bid or part of any bid, reject all bids or cancel this bid process in whole or in part.
- (n) The bid price offered on the Base Bid Form will be considered the Proponents' "Base Bid." The Owner reserves the right, but has no obligation, to adjust all Proponents' Base Bids by the amounts of any alternative prices which the Owner, in its discretion, decides to accept.
- (o) The Owner reserves the right to award the Contract to the Proponents which submitted the bid which, in the Owner's sole discretion, provides the best value to the Owner based on the criteria described in the Bid Documents, including, but not limited to, a Proponents':
 - i. Base Bid.
 - ii. Base Bid as adjusted by the Owner pursuant to the Bid Documents;
 - iii. Clarification provided pursuant to Paragraph 1.14 (Requests for Clarification).
- (p) The Owner reserves the right to award the Contract to a Proponents which, in the Owner's discretion, has submitted a substantially compliant bid. Incomplete or conditional bids may be declared non-compliant.
- (q) Should the Owner receive no compliant bids, the Owner, in its discretion, may re-bid the Project or may negotiate a Contract for the whole or any part of the Project with a Proponents which has submitted a non-compliant bid.

6.16 Pricing Schedule Components

6.16.1 General

Prices should be quoted in Canadian dollars and should include but not limited to all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, travel, shipping and delivery charges, carriage, insurance, and should not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise instructed in this RFP, should remain firm for the term set out in section 1.2 of the RFP. All prices should be quoted exclusive of the Harmonized Sales Tax (HST), federal or provincial taxes or other similar taxes, the applicability for each of which should be stated separately. In the event of any discrepancy in the pricing, the lowest price submitted shall prevail. Discrepancies in the use of words versus numbers to describe pricing or quantity will be further clarified at the discretion of the Procurement Bid Administrator or their designate.

Pricing shall be firm for term of the contract. Subsequent optional year pricing could be the same as initial term if vendor proposals however if the vendor is seeking an increase, it shall be adjusted at the beginning of each Contract Year by increasing the price equal to the lesser of:

- (i) the CPI less Food Adjustment; and
- (ii) the Hospital's Global (Base) Funding Allotment Adjustment

If the Hospital's Global (Base) Funding Allotment for the Contract Year is unknown at or immediately prior to the beginning of the applicable Contract Year, the base increase will be CPI less Food Adjustment and such adjusted increase shall be the increase going forward until adjusted again for the next Contract Year. If the Hospital's Global (Base) Funding Adjustment for such Contract Year, when known, is less than the CPI less Food Adjustment for such Contract Year, the then current pricing shall be further adjusted to reflect the Hospital's Global (Base) Funding Adjustment in the applicable Contract Year, refund to the Hospital shall be an amount equal to any overpayment made by the Hospital to the Supplier in respect of such adjusted price within 60 days of being notified in writing of the Hospital's Global (Base) Funding Allotment.

6.16.2 Payment Terms

The Hospital's payment term are net 60 days. The time specified for payment of invoices, or for accepting any payment of discounts offered, shall run only from the date invoices satisfactory to HRH are furnished to HRH or satisfactory completion of the Services by the Proponent, whichever shall be later.

6.16.3 Value Added Incentives

In keeping with the guidelines provided within the Ontario Broader Public Sector Procurement Directive, Humber River Health (HRH) allows the use of Value-Added Incentives within the procurement process.

A value-add incentive is an offer by a Proponent, over and above the primary goods or services being proposed within a given sourcing event with the intent to increase the total value proposed by the Proponent without increasing the cost to HRH.

The Proponent should propose any value-add incentives that are directly relevant and transparently connected to this sourcing event over and above the included components of the proposed solution.

Value added incentives will specifically relate to the scope of supply or service described in this RFP and should directly impact the price of the software system, products or the service being procured or the reduction of the cost to the Hospital in maintaining, supporting, updating or upgrading the software system, product or services.

Any value-add incentives proposed by the Proponent MUST be submitted in a separate sealed envelope clearly marked "Value-Add Incentives" and should be included with the "Original" proposal submission.

All value-add items should be listed on as "Value-Add Incentives" with their individual values shown. Examples of value-added incentives may include, but are not limited to:

- innovative or enhanced service, software system or product solutions that are of benefit to the Hospital;
- indirect financial benefits;
- software system, products, or services that support our "Digital Vision" at the Wilson Site;
- discounts, rebates, training, educational materials/programs, and other incentives.

Proponents including value added incentives in their Proposal should list value incentives with individual values and submit such detail separately in the Financial (Pricing) Schedule envelope. This information is to be submitted for discussion with the Preferred Proponent and will not be considered in the evaluation of Proposals.

7. Evaluation of Proposals – Process Overview

Introduction

The Evaluation Team may, in addition to HRH representatives, include external advisors.

Proponents are advised of the necessity of including in the evaluation team Facilities, Logistics, Supply Chain, and other persons who may already have had experience with the requirements from other Proponents. The Proponent acknowledges that, because of the nature of the proposal such persons must be involved in the selection process, despite the possibility of a preference, expressed or unexpressed, by an evaluation team member. The Proponent agrees that the appointment of such persons to the evaluation team shall not constitute evidence of a breach of the RFP process by HRH.

Proponents are reminded of the limitations related to contact regarding this RFP as outlined in Section 5.2 of the RFP.

7.1 Stages of Proposal Evaluation

The evaluation of the Proposals will be conducted by HRH in five (5) stages as set out below:

(a) Stage 1 – Mandatory Requirements

Stage 1 will consist of a review by the Evaluation Team to determine which Proposals comply with all the mandatory requirements, which are to be evaluated on a pass/fail basis.

The Mandatory requirements assessed at this stage of the evaluation process are as indicated on the Mandatory Requirements Schedule A.

Proposals that do not comply with all the mandatory requirements identified on the Mandatory Requirements Schedule A will receive a fail score and will be disqualified from further consideration. Only those Eligible Proposals that receive a pass score for all mandatory requirements in Stage 1 will be eligible to move forward to Stage 2 of the evaluation process.

HRH reserves the right to waive a mandatory requirement for all vendors if in the opinion of HRH, it was proven that the mandatory requirement was not of industry standard and or best practice, as well as, contrary to BPS Directives.

(b) Stage 2: Requirements Specifications – (60 Points)

Stage 2: Requirements Specifications: will consist of a scoring by the Evaluation Team of each Eligible Proposal on the basis of the requirements specifications in the Requirements Specification Schedule in accordance with section 8.2 (Stage 2 – Requirements Specifications).

Only those Eligible Proposals that score a minimum of the available points in the Stage 2 evaluations as set out in section 7.1(g) will be eligible to move forward to Stage 3 of the evaluation process. Proposals that do not score the minimum number of points for this stage will be eliminated from further consideration.

(c) Stage 3: Financials (Pricing) – (40 Points)

Stage 3 – Pricing: will consist of a scoring by one or more members of the Evaluation Team of each Eligible Proposal on the basis of the Proponent’s completed Pricing Schedule, in accordance with section 8.3 (Stage 3 - Pricing)

Only those Eligible Proposals that score a minimum of the available points in Stage 3 evaluations as set out in section 7.1(g) will be eligible to move forward to Stage 4 of the evaluation process. Proposals that do not score the minimum number of points for this stage will be eliminated from further consideration.

If there are more than three (3) Eligible Proposals in the Stage 3 evaluations, then three (3) Eligible Proposals with the highest score in the combined Stages 2, 3 evaluations will move forward to Stage 4: The remaining proposals will be eliminated from further consideration.

(d) Stage 5: Reference Checks (Pass/Fail) – (Pass/Fail)

Stage 5 – Reference Checks: will consist of one or more reference checks for the highest rated Eligible Proposal at the completion of Stage 4 of the evaluation process. This Stage is rated as Pass / Fail.

HRH reserves the right to fail the Proponent at the reference check stage of the evaluation process if one or more of their references provide information to HRH, which in HRH’s sole discretion, indicates unsatisfactory performance by the Proponent.

HRH reserves the right to conduct reference checks in person and may include demonstrations of the System to verify performance.

If the Proponent with the highest rated Eligible Proposal at the completion of Stage 4 of the evaluation process fails the reference checks in Stage 5 of the evaluation process, then their Proposal will be eliminated from further consideration. Under such circumstances, the second highest rated Eligible Proposal at the completion of Stage 4 of the evaluation process will be returned to the evaluation process and references checks will be completed for that Proposal. This process will continue until a Preferred Proponent has been identified.

(e) Selection of the Preferred Proponent

The Eligible Proposal with the highest combined total score at the completion of the evaluation process that has passed the reference checks and represented best overall value to HRH will be identified as the Preferred Proponent and invited to enter into discussions with HRH to finalize the terms of an Agreement.

In the event that HRH is unable to successfully execute an Agreement with the first Preferred Proponent within 120 Days then HRH may exercise any of HRH’s rights as outlined in section 5.29 (Rights of HRH – Preferred Proponent).

(f) Total Points and Points by Evaluation Stage

The points allocated to each stage of the evaluation process areas are as follows:

Stage	Stage Description	Available Points	Minimum Score for Each Stage	Basis of Scoring
1	Schedule A.1 – Mandatory Requirement Checklist	Pass / Fail	Pass	Refer to Section 8.1
	Schedule A.2 – Mandatory Requirements	Pass / Fail	Pass	Refer to Section 8.1
STAGE 1 FAIL IS AUTOMATIC DISQUALIFICATION				
2	Schedule B – Requirements Specification	60 points available	42 points	Refer to Section 8.2
3	Schedule F – Financial / Pricing	40 points available	24 points	Refer to Section 8.3
4	Reference Checks (If applicable and required at the sole discretion of the Hospital)	Pass / Fail	Pass	Refer to Section 8.5
	Total Available Points – All stages	100 points		

(g) Scoring Approach

The Stage 2 and 3 scoring of weighted requirements, other than pricing, will be done by members of the Evaluation Team using a combination of average scoring and consensus scoring.

The scoring approach for pricing is set out in section 8.3 below.

Pass / fail scoring will be conducted on the basis of Evaluation Team Member review.

Proponents are advised that where information for a weighted requirement is requested by HRH and not provided by the Proponent on the specified Schedule, the Proponent's response to the requirement will receive a score of zero (0).

Tied Scores

Ties: Where a score after stages 2 to 3 results in a tie, the score of the highest weighted requirement or requirements will be compared for each Proponent involved in the tie and the Proponent with the highest score for highest weighted requirement will win the tie. If the score remains tied, then the Proponent with the highest score on the next highest weighted requirement will win. This process will continue until a winning proposal(s) is determined.

8. Evaluation of Proposals – Requirements

8.1 Stage 1 – Mandatory Requirements

This Stage focuses on mandatory requirements of the RFP that must be met or adhered to by the Proponent.

Using the Mandatory Requirements Schedule, Proponents should confirm that each mandatory requirement indicated on the schedule has been met.

8.2 Stage 2 – Requirements Specifications (Points = 60)

8.2.1 Requirements Specifications – Weighting

The rating methodology for Requirements Specifications weighted requirements is as follows:

- If the Proponent's response exceeds the requirement, then the rating is 10
- If the Proponent's response fulfills the requirement, then the rating is 8
- If the Proponent's response minimally satisfies the requirement, then the rating is 6
- If the Proponent's response partially satisfies the requirement, then the rating is 4
- If the Proponent's response does not in most ways satisfy the requirement, the rating is 2
- If there is no response, then the rating is 0

Please ensure where yes or no answer may satisfy the minimally requirements, the vendor should describe why they believe their answer is validated to warrant higher score.

These weights are assigned to each requirement on the Requirement Specification Schedule. Proponents score per requirement is averaged by the number of evaluation team member scores then the requirements for that section are added and divided into the maximum points available per section and multiplied by the points available per section.

The Points for **Schedule B Requirements Specifications** is as follows:

Sections of Requirements Specifications - Schedule B	%
Section 1.0: Scope of Services	35
Section 2.0: BOBI	25
Total Weight %	60

8.3 Stage 3 – Pricing Schedule Bid Form (Points = 40)

Using the Pricing Schedule, the Proponent should review and respond to the Pricing Schedule Requirements indicated. Responses to the Pricing Schedule will be assessed and those that most closely match the requirements will receive higher scores.

8.3.1 Pricing: Points

The Points for pricing schedule rated requirements to be evaluated in this Stage is as follows:

Requirement	%
Financial Schedule	40
Total Weighting for Pricing	40

Calculating a Proponent’s Relative Price:

Only at the completion of all other rated criteria for all Eligible Proposals will the RFP Bid Administrator open the Pricing Schedule of the Eligible Proposals. Procurement Bid Administrator does not score financial evaluations.

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Pricing Schedule F.

Each Proponent will receive a percentage of the total possible points allocated to price for the Services by dividing that Proponent’s price for the Services by the lowest bid price for the Services. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids \$240.00 will receive 50% of the possible points (120/240 = 50%).

$$\frac{\text{Lowest Price}}{\text{2}^{\text{nd}} \text{ lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2}^{\text{nd}} \text{ lowest Price}$$

$$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$$

8.4 Stage 4 – Reference Checks (Pass/Fail)

At the sole discretion of the Hospital, if Stage 4 Reference Checks is not required, the Hospital reserves the discretion to proceed to award with the highest ranked Proponent from Stages 2 and 3.

If required, using the Reference Schedule, Proponents should provide three references from Canadian sites where the proposed services have been performed and the scope similar to the requirements of this RFP.

8.5 Negotiations/Best and Final Offer

Based on the final scoring of all steps, “HRH” may in its sole discretion:

- (i) at any time prior to the expiration of the Proposal Validity Period, identify the highest ranked Proponent as the Preferred Proponent and accept the Proponent’s Proposal as submitted; or
- (ii) identify the two highest ranked Proponents as the First Negotiations Proponent (highest ranked) and the Second Negotiations Proponent (second highest ranked) (the “**Negotiations Proponents**”). HRH may enter into negotiations with the First Negotiations Proponent and, failing successful negotiations with them, enter into negotiations with the Second Negotiations Proponent. The Proponent with whom HRH concludes successful negotiations as the Preferred Proponent; or
- (iii) enter into separate and distinct but simultaneous negotiations with the first and Second Negotiations Proponents and identify a Preferred Proponent as a result of such negotiations; or
- (iv) request a best-and-final-offer from the Negotiations Proponents, before or after conducting negotiations, on terms to be determined by “HRH,” or
- (v) request a best and final offer from the Preferred Proponent.

SCHEDULE A.1 – MANDATORY REQUIREMENTS CHECKLIST

The Proponent should indicate the page number in its Proposal where each Mandatory Requirement can be found. In the event that HRH determines, in its sole discretion, that any Mandatory Requirement is not met, the Proposal may be disqualified, at HRH’s discretion.

No.	Mandatory Requirements	Page Number
1.	Section 6.3 – Corporate Overview / Executive Summary	
2.	Section 5.38 – Accessibility for Ontarians with Disability Act	
3.	Schedule A.1 – Mandatory Requirement Checklist	
4.	Schedule A.2 – Mandatory Requirements	
5.	Schedule B – Requirement Specifications	
6.	Schedule C – Declaration and Certification	
7.	Schedule D - Unfair Advantage and Conflict of Interest Statement	
8.	Schedule E – Form of Offer	
9.	Schedule F – Pricing Bid Form	
10.	Schedule G – Corporate Overview	
11.	Schedule H – Reference Requirements	
12.	Schedule I – Litigation Requirements	
13.	Schedule K - Response to Draft Model Agreement	
13.	Schedule L – The Hospital’s Information Practices	
14.	Schedule M – Recommended Implementation	
15.	Schedule O – Service & Support	
16.	Schedule R – Shop Drawings	
17.	Schedule S – Attestation for Compliance and Vendor Status	
18.	Schedule U – General Site Conditions	
19.	Schedule V – Agreement to Bond	
20.	Schedule W – Company Demonstrated Skill and Experience	
21.	Schedule X - Personnel Demonstrated Skill and Experience	
22.	Schedule Y – Subtrade Personnel Demonstrated Skill and Experience	
23.	Schedule Z – Hazardous Substances Safety	
24.	Schedule AA – IPAC During Construction and Renovations	

SCHEDULE A.2 – MANDATORY REQUIREMENTS

Please complete and submit the attached Microsoft Excel spreadsheet included in the RFP documents, which contains the Mandatory Requirements outlined in Schedule A.2.

SCHEDULE B – REQUIREMENTS/SPECIFICATIONS

This schedule is provided as a separate Excel document.

Proponents are required to complete and submit the Microsoft Excel spreadsheet included in the RFP documents for **Schedule B – Requirements/Specifications**.

Proponents must provide **detailed, written responses in the comment sections** of the spreadsheet to support their answers. Responses that only indicate “Yes” or “No” **without supporting detail** may be deemed non-compliant or may receive a lower score during evaluation.

SCHEDULE C – DECLARATION AND CERTIFICATION

TO: Humber River Health (“HRH”)

RE: In the matter of our Proposal dated [Insert Date] for the provision of Consulting Service Related to Strategic Planning, to which this Declaration and Certification forms an integral part (the “Proposal”), prepared by [Insert Proponent Legal Name] (the “Proponent”) and submitted in response to a Request for Proposals issued by HRH dated April 9, 2026, as amended.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Declaration and Certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) Full legal name of the Proponent:

(b) Other registered business name(s):

(c) Jurisdiction of formation:

(d) Contact name, title, address, phone number, and email:

2. Proposal Acknowledgment and Irrevocability

The Proponent:

- Has carefully reviewed the RFP and any issued Addenda and confirms its understanding of the requirements.
- Consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Services accordingly.
- Confirms that all statements, data, and confirmations provided in the Proposal are accurate and complete in all material respects.
- Acknowledges the Proposal is irrevocable for a period of 180 days from the RFP Submission Deadline.

3. Addenda

The Proponent acknowledges receipt of the following Addenda (list all by number or indicate “None”):

4. References

The Proponent has provided the number and type of references required in the RFP and consents to HRH contacting those or other relevant references.

5. Disclosure of Information

The Proponent consents to the disclosure, on a confidential basis, of its Proposal to HRH's evaluation team and advisors for purposes of evaluating the Proposal. The Proponent understands that information provided in the Proposal may be disclosed as required by law or court order.

6. Conflict of Interest and Unfair Advantage

Except as disclosed in the attached Unfair Advantage and Conflict of Interest Statement, the Proponent confirms that:

- There is no current or past actual or potential Conflict of Interest or Unfair Advantage in preparing its Proposal or in carrying out any contractual obligations under the resulting Agreement.

7. Proof of Insurance and WSIB

The Proponent agrees that, if selected, it will provide:

- Proof of insurance coverage as required by the RFP, including:
 - Comprehensive General Liability Insurance – Minimum \$5,000,000 per occurrence
 - Automobile and Non-Owned Automobile Liability Insurance – Minimum \$2,000,000 per occurrence (if applicable)
 - Professional Liability Insurance – Minimum \$5,000,000 per occurrence
- A valid Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario)

The Proponent confirms the cost of insurance is included in its financial proposal.

Signed this ___ day of _____, 2026

Signature of Proponent Representative:

Name and Title:

Signature of Witness:

Name of Witness:

I have authority to bind the Proponent.

SCHEDULE D – UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT

Proponents are advised to review the definitions of “Unfair Advantage” and “Conflict of Interest” as set out in Section 2 – Definitions of this RFP before completing this Schedule.

DEEMED CONFIRMATION

If the boxes below are left **unchecked**, the Proponent shall be deemed to declare that:

- (a) It has **not** had any Unfair Advantage or Conflict of Interest in preparing its Proposal; and
- (b) There is **no foreseeable actual or potential Conflict of Interest** in fulfilling the obligations contemplated in this RFP.

DISCLOSURE

If either or both statements below apply, check (☐) the appropriate box:

- The Proponent declares that there is an **actual or potential Unfair Advantage or Conflict of Interest** relating to the preparation of their Proposal.
- The Proponent foresees an **actual or potential Unfair Advantage or Conflict of Interest** in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Unfair Advantage or Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant details below.

The Proponent agrees to provide any additional information that may be requested by the Procurement Bid Administrator, in the form prescribed by the Procurement Bid Administrator. Where, in its sole discretion, HRH concludes that an Unfair Advantage or Conflict of Interest exists or arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

Signed on behalf of the Proponent on this ____ day of _____, 2026 by:

Name: _____
Title: _____
Signature: _____

Witnessed by: _____
Name of Witness: _____

SCHEDULE E – FORM OF OFFER

1. Execution of Agreement

If selected, the Proponent agrees to:

- Finalize and execute the Agreement substantially in the form set out in the RFP.
- Negotiate in good faith where appropriate.
- Comply with the terms set out in the Information Practices Schedule related to the collection, use, and disclosure of personal health information.

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

Please refer to the following separately included been given the occupancy approval from our IPAC and Joint Health & Safety teams.

files:

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

2. Pricing

The Proponent confirms that its pricing has been submitted in accordance with the RFP instructions and as set out in Schedule F – Pricing Schedule.

3. Execution

Signed this ___ day of _____, 2026

Signature of Proponent Representative #1:

Name and Title:

Signature of Witness #1:

Name of Witness:

Signature of Proponent Representative #2:

Name and Title:

Signature of Witness #2:

Name of Witness:

We have authority to bind the Proponent.

SCHEDULE F – FINANCIAL (PRICING)

This Schedule F – Financial (Pricing) is provided as a separate Bid Form Document.

Proponents are requested to complete and submit the spreadsheet as part of their proposal submission, in PDF, as outlined in the RFP instructions.

Pricing should be submitted in a separate file clearly marked **“Pricing Schedule F.”** Pricing must **not** be included in the main body of the Proposal.

If proposed, please provide detailed pricing for the **optional secure messaging solution**. This component will be evaluated as part of the overall assessment.

SCHEDULE G – CORPORATE OVERVIEW

For any Proponent consortium, including joint ventures or partnerships, each individual entity should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Item	Proponent Response
Legal Structure (e.g., incorporated, partnership, sole proprietorship, other)	
Ownership Type (e.g., private company, publicly traded – list stock exchange if applicable)	
Canadian Registered Office and Headquarters	
Corporate Headquarters (if different from Canadian office)	
Number of Employees (Global)	
Number of Employees (Canada)	
Company Background (brief overview)	
Organizational Chart (if available)	
Annual Sales Revenue – Canada	
Annual Sales Revenue – Global	
# Of Years in Operation	
# Of Years Operating in Canada	
Mergers or Acquisitions in the Last 5 Years	
Disclosure Requirements: <ol style="list-style-type: none"> 1) Any current or pending legal actions involving the Proponent that could impact service delivery 2) Any past bankruptcy filings by the Proponent 3) Any legal judgments against the Proponent in the past 5 years 	

Financial Information

RFP Section Ref #	Requirement Item	Proponent Response
6.3.1	Financial Viability	<i>[If applicable, Proponent to list all attached items]</i> <ul style="list-style-type: none"> ✓ Annual Report ✓ Banking Institution ✓ Guarantees

SCHEDULE H – REFERENCES REQUIREMENTS

Proponents are requested to provide a minimum of three (3) references from Canadian hospitals, preferably located in Ontario, that reflect a project scope similar to that outlined in this RFP. Each reference should demonstrate the Proponent’s experience delivering comparable services in a healthcare environment. At least one primary reference should be clearly identified.

If the Proponent wishes to include more than three references, additional entries may be provided on subsequent pages using the same format.

Reference 1 (Primary Reference)

Facility Name (include affiliated or reference sites, if applicable)	
Address	
Number of Sites/Facilities Supported	
Contact Name, Title, Phone, and Email	
Relevant Contact (e.g., VP of [relevant area])	
Detailed Description of Services Delivered	
Implementation Start Date	

Reference 2 (**Primary Reference**)

Facility Name (include affiliated or reference sites, if applicable)	
Address	
Number of Sites/Facilities Supported	
Contact Name, Title, Phone, and Email	
Relevant Contact (e.g., VP of [relevant area])	
Detailed Description of Services Delivered	
Implementation Start Date	

Reference 3 (**Primary Reference**)

Facility Name (include affiliated or reference sites, if applicable)	
Address	
Number of Sites/Facilities Supported	
Contact Name, Title, Phone, and Email	
Relevant Contact (e.g., VP of [relevant area])	
Detailed Description of Services Delivered	
Implementation Start Date	

Additional References (if applicable)

Proponents may copy and paste the following table to provide additional references, if desired.

Reference Additional

Facility Name (include affiliated or reference sites, if applicable)	
Address	
Number of Sites/Facilities Supported	
Contact Name, Title, Phone, and Email	
Relevant Contact (e.g., VP of [relevant area])	
Detailed Description of Services Delivered	
Implementation Start Date	

SCHEDULE I – LITIGATION REQUIREMENTS

Proponents with pending significant litigation (as of the date this Schedule is signed by the Proponent) or with recent (within the past 36 months) significant judgments or convictions against the Proponent, their parent company or a subsidiary must provide an opinion from their legal counsel indicating whether or not the pending litigation, significant judgment or conviction is likely to affect the Proponent’s ability to perform its obligations under an Agreement. Pending litigation, significant judgments and convictions are considered to affect the Proponent’s ability to perform if there is a reasonable likelihood that they will affect the Proponent’s ability to perform its obligations under an Agreement.

The opinion of counsel should specifically indicate (i) the nature of the pending litigation, significant judgments or convictions against the Proponent; and, (ii) whether the pending litigation, significant judgments or convictions **should or should not** affect the Proponent’s ability to perform its obligations under an Agreement, stating why that is the case.

Proponents should indicate, by way of a checkmark in on the appropriate line below, as applicable, which of the following apply to the Proponent.

HRH has the right to review the information provided from the Proponent with its own legal counsel and disqualify proposals as deemed appropriate.

The Proponent confirms:

___ A. The Proponent and their parent company and subsidiaries are not the subject of any significant pending litigation or significant judgments or convictions, or

___ B. The Proponent or their parent company or subsidiary is the subject of significant pending litigation or recent significant judgments or convictions and attached is an opinion from Proponent’s legal counsel as to whether or not there is a reasonable likelihood that the litigation, judgments or convictions will affect the Proponent’s ability to perform its obligations under an Agreement.

Signature of Proponent Representative	
Name and Title of Proponent Representative	
Signature of Witness	
Name of Witness	
Date of Signature I have authority to bind the Proponent	

SCHEDULE J – CCDC2-2020 AGREEMENT

The Agreement to be used is CCDC2-2020 Construction Contract and Supplementary Conditions.

SCHEDULE K – RESPONSE TO CCDC2-2020 AGREEMENT

The CCDC2-2020 Agreement (Schedule J) is provided as a separate PDF document for review. Proponents are asked to review the document and identify any concerns or requested changes in their response submission. Responses may be provided directly in this Schedule K or submitted as a separate Microsoft Word file.

SCHEDULE L – THE HOSPITAL’S INFORMATION PRACTICES

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

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

Practices to Protect Personal Health Information

7. The Proponent will employ appropriate safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure, or disposal of PHI/PI.
8. The Proponent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
9. The Proponent will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements, and employee sanctions.
10. The Proponent will ensure that its employees who are fired, resign or no longer require access to PHI/PI from the Hospital return all PHI/PI to the Hospital and can, thereafter, no longer access applications, hardware, software, network and facilities belonging to either the Proponent or the Hospital.
11. The Proponent will revoke any user’s access to PHI/PI if security is breached and, on the Hospital’s, reasonable request.
12. At the termination of the Agreement, the Proponent will return or destroy all PHI/PI received from, created or received by the Proponent on behalf of the Hospital that the Proponent

maintains custody of in any form and will retain no copies of PHI/PI thereafter. If such return or destruction of PHI/PI is not feasible, the Proponent will notify the Hospital of this fact, extend the protections of the Agreement to all PHI/PI in your custody, and will cease all further uses and disclosures.

Notification of and Communication with the Hospital

13. The Proponent will provide the Hospital with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Hospital within 24 hours of any changes in the identity of the responsible person.
14. The Proponent will provide notice to the Hospital's Privacy Office if the nature of the Proponent's business and the services being provided to the Hospital require that the Hospital PHI/PI must be transmitted or access be provided to any of the Proponent's Personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the PHI/PI will be transmitted or from where it will be accessed. The Hospital's Privacy Office can be notified as follows:

Jake Harmina

Director, Health Information Services and Privacy

Humber River Health

1235 Wilson Avenue, Toronto, M3M 0B2 Email: jharmina@hrh.ca

15. The Proponent will report to the Hospital's Privacy Office at the Proponent's first reasonable opportunity, but in any event no more than 48 hours after the Proponent becomes aware of any use, disclosure, theft or unauthorized access of PHI/PI by the Proponent or any of your agents or subcontractors to whom you provide the Hospital PHI/PI.
16. The Proponent will refer anyone trying to access, correct or complain about their PHI/PI to the Hospital's Privacy Office within 48 hours of receiving the complaint or request for access or correction.
17. The Proponent will, upon request, make PHI/PI available to the Hospital for amendment and incorporate any amendments into the Proponent's records of PHI/PI. During the term of the Agreement, the Proponent may never deny the Hospital access to its patients' PHI/PI.
18. The Hospital reserves the right to: inspect any software system used, or records maintained by the Proponent in connection with the provision of goods or services; question the Proponent's Personnel regarding their handling of PHI/PI; and otherwise audit and electronically verify compliance with these practices.

Additional Hospital Rights

19. Notwithstanding anything else contained in the Agreement, the Proponent authorizes, acknowledges, and accepts termination without notice of the Agreement by the Hospital in the event that the Hospital determines the Proponent has violated any of these practices.
20. All of the privacy terms provisions in this Information Practices Schedule survive the termination of the Agreement.

21. The Hospital reserves the right to go to court to obtain an order stopping or preventing the Proponent from violating the privacy terms in this Information Practices Schedule. The Proponent acknowledges that any breach of these practices will result in the Hospital suffering irreparable harm.

SCHEDULE M – RECOMMENDED IMPLEMENTATION

Not Applicable to this RFP

SCHEDULE N-O-P-Q WARRANTY, SERVICE & SUPPORT, TRAINING,
AND INSTALLATION PLAN

REMAINING SCHEDULES (N, O, P, Q) ARE NOT APPLICABLE TO THIS RFP

SCHEDULE R – SHOP DRAWINGS,

See attached separate documents as to the RFP

Drawing / Document	Number of Pages
<u>1.HRH AMABU – Project Manual and Architectural Specifications (Div 00-12).pdf</u> <i>dated February 23, 2026</i>	516
<u>2.HRH ABAMU – Mechanical and Electrical Specifications (Div 00-28).pdf</u>	668
<u>3.HRH AMABU – Architectural Drawings.pdf</u>	22
<u>4.HRH ABAMU – Mechanical Drawings.pdf</u>	10
<u>5.HRH ABAMU – Electrical Drawings.pdf</u>	6

SCHEDULE S – ATTESTATION FOR COMPLIANCE AND VENDOR STATUS

Part A: Supplier Attestation – S-211 Compliance

This section is to be completed and submitted by all Proponents.

HUMBER RIVER HEALTH SUPPLIER ATTESTATION FORM

[Insert Legal Name of Supplier] is a supplier, contractor, or service provider to one or more of the following HRH sites: Church RCC, Finch RCC, and/or Wilson Avenue.

I hereby attest that my organization, [Insert Legal Name], is aware of and compliant with the requirements set out in S-211, Fighting Against Forced Labour and Child Labour in Supply Chains Act.

Please complete the following:

- We attest to compliance with S-211, Fighting Against Forced Labour and Child Labour in Supply Chains Act.
- We are not a 'Reporting Entity' as defined by the Act.
- We are currently unable to attest due to the following: [Insert Explanation]

Signature of Witness:

Signature of Authorized Company
Representative:

Name of Witness:

Name and Title of Authorized Company
Representative:

Date:

Date:

Part B: Attestation of U.S. Vendor Status

This section is to be completed and submitted by all Proponents.

To:

From: Humber River Health

Subject: Attestation of U.S. Vendor Status

As part of our procurement compliance process, HRH requires confirmation of the following information regarding your organization. Please complete and return this attestation form as part of the RFP proposal.

3. Legal Entity Name: _____

2. Headquarters / Main Office Address:

Address: _____

Apartment, suite, etc.: _____

Province / State: _____

Country: _____

Zip / Postal Code: _____

3. Is your organization's headquarters or main office located in the United States?

Yes No

4. Does your organization have more than 250 full-time employees located in Canada?

Yes No

Attestation:

I hereby confirm that the information provided above is accurate and complete to the best of my knowledge.

Name: _____

Title: _____

Signature: _____

Date: _____

SCHEDULE T – SOFTWARE SYSTEM TERMS AND CONDITIONS

Not Applicable to this RFP

SCHEDULE U – GENERAL SITE CONDITIONS AND INSTRUCTIONS

1.1 Preparation and Installation

The successful Proponent will provide the following site preparation and installation activities:

- Examine areas and conditions under which work is to be performed and identify any conditions that may be detrimental to proper or timely completion. Do not proceed until unsatisfactory conditions have been corrected.
- Prior to installation, clean area including all surfaces to remove dirt, debris, and loose particles. Perform additional preparation procedures as required.
- Remove surplus material, rubbish and debris resulting from installation as work progresses and upon completion.
- Make good any damage to walls/finishes.
- Immediately upon completion of installation, thoroughly clean site in accordance with the Hospital's recommended cleaning method/ solution.

1.2 Health and Safety Requirements

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

- The HRH Constructor's Health and Safety Rules shall be followed while performing this work. Refer to Appendix 5.
- A clean and safe environment is to be maintained at all times as per Infection Control Guidelines in the HRH Constructors Health and Safety Rules. Refer to Appendix 5.
- All cutting, sawing and similar work that shall create dust and debris shall be carried out in a secluded area within the building as designated by the Hospital.

1.3 Site Verification / Existing Conditions

HRH does not warrant the accuracy of existing building conditions represented on the floor plans. Drawings, if provided, showing existing conditions are provided for Proponent's convenience. The Proponent shall visit the site and make an investigation of as-built conditions prior to submitting a Proposal. This investigation may be conducted during the mandatory site meeting, refer to section 2.5 Mandatory Site Meeting for details.

1.4 **Warranty**

The Proponent is required to warranty the work against defects in materials and workmanship for a period of one year, and to agree to repair or replace faulty materials or work which becomes evident during the warranty period without cost to HRH.

SCHEDULE V – AGREEMENT TO BOND

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

2. Performance Security upon Award
 - a. Upon award notification the successful Proponent is required to provide the following performance security using the prescribed forms in accordance with Section 85.1 of the Construction Act:
 - **A Performance Bond** issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and will be in an amount equal to 50% of the Contract Price.
 - **A Labour and Material Payment Bond**, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and will be in an amount equal to 50% of the Contract Price.

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

If this alternate form of security is used, it will be returned to the Contractor ninety

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

SCHEDULE W - COMPANY DEMONSTRATED SKILL AND EXPERIENCE

Proponent Name: _____

Please describe in above box previous similar projects completed in the last 7-10 years as it pertains to the scope of work in this RFP. Please provide three (3) project examples, using Project Experience forms provided on the following pages.

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

- Reference projects should be comparable in scope and value to this Project;
- Use of Proponent Key Project Personnel; and;
- Reference projects were completed within the past five (7-10) years.

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

Project Form (1 of 3)

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

Project Form (2 of 3)

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

Project Form (3 of 3)

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

SCHEDULE X - PERSONNEL DEMONSTRATED SKILL AND EXPERIENCE

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

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

Key Personnel Form (1 of 3)

 Project Manager

 Project Co-ordinator

 Site Superintendent

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope, and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained	
in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

Key Personnel Form (2 of 3)

 Project Manager

 Project Co-ordinator

 Site Superintendent

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope, and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

Key Personnel Form (3 of 3)

 Project Manager

 Project Co-ordinator

 Site Superintendent

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope, and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

SCHEDULE Y – SUBTRADE PERSONNEL DEMONSTRATED SKILL AND EXPERIENCE

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

Please provide your key subtrade staff experience, using the Personnel Forms provided on the following pages.

Key Personnel Form (1 of 3)

Project Manager

Site Superintendent

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

Key Personnel Form (2 of 3)

Project Manager

Site Superintendent

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope, and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

Key Personnel Form (2 of 3)

Project Manager

Site Superintendent

KEY PERSONNEL EXPERIENCE	
Proponent Name:	
Key Personnel Name:	
Years worked with Proponent	
Years worked on similar size, scope, and complexity of reference Project	
Relevant Certifications and Training	
PROJECT EXPERIENCE	
Please describe the team member's relevant experience in health care facilities and similar healthcare renovation projects:	
Projects where the team member has been directly involved:	
Key Personnel Role in the stated projects:	
Please describe how relevant the experience of the team member gained in the past to the project's scope of work:	
Client Contact Name:	
Client Contact Information	Telephone E-mail

SCHEDULE Z – HAZARDOUS SUBSTANCES SURVEY

The Asbestos Containing Materials Reassessment Survey (Schedule Z) is provided as a separate PDF document for review. Proponents are asked to review the document and identify any concerns or requested changes in their response submission.

SCHEDULE AA – IPAC DURING CONSTRUCTION & RENOVATIONS

The Infection and Prevention Control During Constructions and Renovations (Schedule AA) is provided as a separate PDF document for review. Proponents are asked to review the document and identify any concerns or requested changes in their response submission.