



## **Request for Tender**

### ***Snow Removal Service***

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#### **RFT # 12-10-01**

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Issued:	November 1, 2016
Mandatory Site Visit:	To be determined
Closing Date:	November 11, 2016
Closing Time:	10:00 a.m.
Closing Location:	Building Services Department 17 Government Road Wawa, ON P0S 1K0

## Table of Contents

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## Article 1 - Background & Scope of Work

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### Part A - Introduction

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#### 1.1 Definitions

The following definitions apply:

- a) **“Bidder”** means an entity that submits a Tender in response to this RFT and, in respect of the period prior to the RFT Closing Time, as the context may suggest refers to a potential Bidder;
- b) **“Eligible Tender”**, as such term appears in Article 3 (Evaluation Process), means a Tender that meets or exceeds the requirements for a phase of the evaluation process and is allowed to proceed to the next phase;
- c) **“Preferred Bidder”** means the highest-ranked Bidder(s) that the Purchaser has identified as the top-ranked Bidder(s) in accordance with the evaluation process;
- d) **“Request for Tenders”** or “RFT” means this Request for Tenders issued by the Purchaser for the purchase of the Service, and all addenda thereto;
- e) **“Tender”** means all of the documentation submitted by a Bidder in response to the RFT, which has been accepted by the Purchaser;

#### 1.2 Rules of Interpretation

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

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

## Part B — Background

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### 1.3 Background

This Request for Tender is issued by the Lady Dunn Health Centre (the “Purchaser”).

The Lady Dunn Health Centre is a new-state-of-the-art primary care and selected secondary services facility located east of the north shore of Lake Superior. Our catchment area has a population of 5,700. It includes the communities of White River, Dubreuilville, Michipicoten First Nation, Hawk Junction, Michipicoten River Village and Missanabie.

Our Health Centre includes ten Acute Care, two Respite Care and sixteen Long Term Care beds. We operate a twenty-four hour, seven day a week Emergency Department, and Surgical Program, Diagnostic and Therapeutic services, Telehealth and a Nurse Practitioner Program. Our community service program includes North Algoma Counseling Service, Diabetes Education and Foot Care. The Wawa Medical Centre and Wawa Family Health Team are located within the building.

#### MISSION STATEMENT

To provide relevant, high quality, client-focused health services, delivered in a manner that promotes the well being of the people we serve.

Core Values – respect, trust, integrity, compassion, inclusiveness.

For more information, visit [www.ldhc.com](http://www.ldhc.com)

## Part C – Invitation and Scope of Work

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### 1.4 Invitation

The Lady Dunn Health Centre is requesting tenders from contractors to perform snow removal services on an as-needed basis at the 17 Government Road as per the Scope of Work .Schedule I.

### 1.5 Scope of Work

The Successful Bidder will undertake the role of the *Contractor* as per our Contract requirements having overall responsibility for the delivery of the Work;

The Contractor will provide services for the scope of work covered in Schedule 1, and adhere to the terms and requirements of the Contract conditions.

Work covers labor, materials, equipment, and supervision required for the above noted services.

### 1.6 Term

The Contractor is to perform the service commencing November 14, 2016. The Contract term is three (3) years. Pricing must remain firm for the full three year term.

### 1.7 Insurance

The Preferred Bidder must provide certificates of insurance and WSIB in accordance with the Hospital's minimum requirements set out below before the Contract is executed.

#### MINIMUM COVERAGE:

1. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined limits \$5,000,000. Coverage shall include the following; (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form Property Damage; (E) Waiver of Subrogation in favour of Lady Dunn Health Centre; (F) Employees as additional insured; (G) Cross liability clause; (H) all non-owned automobile liability.
2. Motor Vehicle Liability Insurance, including Ontario No-Fault Coverage, with limits of liability of not less than \$ 2,000,000 per occurrence. Bodily Injury and Property Damage Coverage shall include all owned vehicles, and all hired vehicles.
3. Workers' Safety Insurance Board coverage in accordance with all applicable Statutes of the Province of Ontario.

### 1.8 Contract

The Preferred Bidder shall be required to enter into an agreement, Contract ("**Agreement or Contract**"). The Agreement will be signed on or around November 9, 2016, and no obligation on the part of the Purchaser shall arise until such time as the Agreement is signed (provided that the terms of Contract A shall apply between the Purchaser and each compliant Bidder). It is expected that the Contract be signed as presented in this RFT; however, the Hospital reserves the right to negotiate changes before execution of the Contract with the Preferred Bidder. If the Bidder submits its own terms and conditions, the Hospital reserves the right to reject the Bidders Bid, as it will be considered a counteroffer.

[Email: legauthier@ldhc.com](mailto:legauthier@ldhc.com) for a copy of the Contract.

## **Part D — Tender Submission Requirements**

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### **1.9 Tender Format**

Every Bidder's Tender should be comprised and formatted as follows:

- One (1) envelope containing one (1) original and one (1) paper copy of the Tender.

### **1.10 Tender Submission Requirements**

Tenders should be submitted in accordance with the instructions set out in this RFT and by completing the Schedules provided for this purpose. Tenders should be completed without deletions, alterations, or erasures. In the event of any discrepancy between the original copy of a Tender and any of the copies, the original shall prevail.

Lady Dunn Health Centre requires that the Bidder supply the following information and attachments in its Tender submission:

#### **1.10.1 Mandatory Requirements**

##### **1.10.1.1 Forms and Schedules**

The following completed and signed schedules must be submitted with your Tender:

- Schedule A – Unfair Advantage and Conflict of Interest Statement Schedule
- Schedule D – Mandatory Requirements Checklist Schedule
- Schedule E – Declaration and Certification Schedule
- Schedule F – Reference Schedule
- Schedule G – Stipulated Price Schedule

##### **1.10.1.2 Bid Deposit**

Bidders are not required to include a Bid Deposit.

### **1.11 Legal Actions**

The Bidder should disclose any pending or threatened legal action against the Bidder or by the Bidder against any third party, which may have an impact on the service proposed by the Bidder.

## Article 2 – Terms and Procedures

### Part A — Procedure

#### 2.1 RFT Coordinator – see 2.1.1

##### 2.1.1 Contact Information

All communications regarding any aspect of this RFT must be directed to the RFT Coordinator:

Name: Len Gauthier  
Address: 17 Government Road, P.O. Box 179, Wawa, Ontario P0S 1K0  
Phone #: 705-856-2335, Ext. 3303 or 3304  
Facsimile #: 705-856-7533 or 705-856-1122  
E-mail address: legauthier@ldhc.com

Bidders that fail to comply with the requirement to direct all communications to the RFT Coordinator shall be disqualified from the RFT process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following:

- (a) any employee or agent of the Purchaser (other than the RFT Coordinator);
- (b) any employee or agent of any Purchaser;
- (c) any member of the Evaluation Team;
- (d) any expert or advisor assisting the Evaluation Team;
- (e) any member of the Board of Governors, Board of Directors, or Board of Advisors of the Purchaser; and
- (f) any elected official of any level of government, including any member of the staff or any advisor to any elected official.

##### 2.1.2 Notice

Bidders are advised that from the date of issue of the RFT through any award notification,

- (a) only the RFT Coordinator is authorized by the Purchaser to amend or waive the requirements of the RFT pursuant to the terms of this RFT;
- (b) as noted above, Bidders must not contact any officer, governor, director, employee or agent of the Purchaser or any Purchaser (except for the RFT Coordinator), unless instructed to do so in writing by the RFT Coordinator;
- (c) under no circumstances shall a Bidder rely upon any information or instructions from the Purchaser, including any officer, governor, director, employee or agent unless the information or instructions are provided in writing by the **RFT** Coordinator; and
- (d) neither the Purchaser nor any of its officers, governors, directors, employees or agents shall be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in writing by the RFT Coordinator.

## 2.2 RFT Tentative Schedule

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

Event	Date
RFT Issue Date	November 1, 2016
Receipt Confirmation Schedule Submitted	November 11, 2016
Mandatory Site Visit (Room 1422)	To be determined
Questions to be submitted in writing (see Section 2.4.1 (Tender))	November 8, 2016 10:00 a.m. EST
Addenda Deadline (see Section 2.4.3 (Issued Addenda))	November 8, 2016 — 4:00 p.m. EST
RFT Closing Time	November 11, 201 — 10:00 a.m. EST
Evaluation of Mandatory Requirements	November 8, 2016
Verification of References of Preferred Bidder	November 8, 2016
Discussions with Preferred Bidder	November 8, 2016
Notification to Unsuccessful Bidders	Once Contract has been signed
Anticipated Agreement Start Date	November 14, 2016

- (a) The above timelines are subject to change at the sole discretion of the Purchaser and in accordance with this RFT. In the event a change is made to any of the above dates, the Purchaser will post any such change on the hospital's website. (<http://www.ldhc.com>)
- (b) The Purchaser may amend any timeline, including the RFT Closing Time, without liability, cost or penalty, and within its sole discretion.
- (c) In the event of any change in the RFT Closing Time, the Bidder shall thereafter be subject to the extended timeline.

## 2.3 Information

### 2.3.1 Bidder to Review

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

### 2.3.2 Bidder to Notify

In the event that a Bidder has any reason to believe that any of the conditions listed in Section 2.3.1 (Bidder to Review) exist; the Bidder must notify the RFT Coordinator in writing prior to submitting a Tender. The RFT Coordinator will then clarify for the benefit of all Bidders.

Bidders shall not:

- (a) after submission of a tender, claim that there was any misunderstanding or that any of the conditions set out in Section 2.3 (Information) were present with respect to the RFT;

or

- (b) claim that the Purchaser is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the RFT.



## **2.4 Clarification and Questions**

### **2.4.1 Tender**

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

- (a) Bidders must submit requests for clarification by fax, email, courier, delivery, or mail to the RFT Coordinator, or as may otherwise be directed by the RFT Coordinator;
- (b) In submitting a request for clarification, a Bidder must include its address, telephone number, facsimile number and email address;
- (c) Where a question relates to a specific section of this RFT, reference should be made to the specific section number and page; and
- (d) Requests for clarification must be submitted at least 7 Days prior to the RFT Closing Time.

### **2.4.2 Questions and Answers**

The Purchaser will provide Bidders with written responses to questions that are submitted in accordance with Section 2.4.1 (Tender), subject to the provisions of this Section. Questions and answers will be distributed in numbered Addenda to Bidders by posting such Addenda on the Lady Dunn Health Centre's Website (<http://www.ldhc.com>). In answering a Bidder's questions, the Purchaser will set out the question(s), but without identifying the Bidder that submitted the question(s) and the Purchaser may, in its sole discretion,

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate, and
- (c) answer similar questions from various Bidders only once.

Any answer that is intended to result in any change to any aspect of the RFT will be formally evidenced through the issue of a separate Addendum for this purpose.

### **2.4.3 Issued Addenda**

Before submitting a Tender, a Bidder shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be

- (a) posted on the Lady Dunn Health Centre's website (<http://www.ldhc.com>) at least 1 Day prior to the RFT Closing Time, unless it is an Addendum that extends the RFT Closing Time; and
- (b) emailed to all Bidders that have submitted a Receipt Confirmation Schedule.

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

## **2.5 Receipt Confirmation**

Bidders are requested to complete and return either by facsimile or by email the Receipt Confirmation Schedule B, in accordance with the specific instructions contained therein.

## 2.6 Bidder's Tender

To be considered in the RFT process, a Bidder's Tender must be received before **11:00 a.m. Eastern Standard Time on November 11, 2016** (the "RFT Closing Time"), in a sealed package and should bear the Bidder's name, return address, and RFT # 12-10-01, and addressed to:

Attention: Len Gauthier  
Lady Dunn Health Centre  
Building Services Department  
17 Government Road, P.O. Box 179  
Wawa, ON P0S 1K0

Tenders received after the RFT Closing Time shall not be considered and shall be returned to the Bidder unopened. Each Bidder is responsible for the actual delivery of its Tender to the address and location listed above, regardless whether delivery of the Tender to the required location has been assumed by a courier, delivery service, Canada Post or any employee or agent of the Purchaser.

Tenders transmitted by facsimile or sent by any other electronic means 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, Tender, statement, or other instrument provided in respect of the RFT may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFT.

Tenders are to be submitted in English only, and any Tender received by the Purchaser that is not entirely in English may be disqualified.

### 2.6.2 Receipt

Every Tender received will be stamped at the location referred to in Section 2.6.1 (General) before the RFT Closing Time and a receipt will be provided, if required by the Bidder.

A Bidder should allow sufficient time in the preparation of its Tender to ensure its Tender is received by the RFT Closing Time.

## 2.7 Withdrawal of Tender

A Bidder may withdraw its Tender only by providing written notice received by the RFT Coordinator before the RFT Closing Time. Following the RFT Closing Time, a Tender may not be withdrawn.

## 2.8 Amendment of Tender

A Bidder may amend its Tender after Tender, but only if the Tender is amended and resubmitted before the RFT Closing Time. The Bidder must provide notice to the RFT Coordinator in writing and replace its Tender with a revised Tender, in accordance with the requirements of this RFT.

## 2.9 Completeness of Tender

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

## 2.10 Bidder's Tenders

All Tenders shall become the property of the Purchaser and will not be returned to the Bidders.

## **2.11 Tender Irrevocability**

Subject to a Bidder's right to withdraw a Tender in accordance with the procedure described in Section 2.7 (Withdrawal of Tender), a Tender shall be irrevocable by the Bidder for 120 Days from the RFT Closing Time. Tenders will be opened privately after the RFT Closing Time.

## **2.12 Acceptance of RFT**

By submitting a Tender in response to this RFT, a Bidder agrees to accept and to be bound by all of the terms and conditions contained in this RFT, and by all of the representations, terms and conditions contained in its Tender.

## **2.13 Amendments to the RFT**

Subject to Section 2.2 (RFT Tentative Schedule) and Section 2.4.3 (Issued Addenda), the Purchaser shall have the right to amend or supplement this RFT in writing prior to the RFT Closing Time. No other statement, whether written or oral, shall amend this RFT. The Bidder is responsible to ensure it has received all Addenda, if any, which are intended to bind each Bidder.

## **2.14 Clarification of Bidder's Tender**

The Purchaser shall have the right at any time after the RFT Closing Time, to seek clarification from any Bidder in respect of the Bidder's Tender, without contacting any other Bidder. The Purchaser shall not be obliged to seek clarification of any aspect of any Tender.

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

## **2.15 Verification of Information**

The Purchaser shall have the right, in its sole discretion, to

- (a) verify any Bidder's statement or claim made in the Bidder's Tender or made subsequently in an interview, site visit, oral presentation, demonstration or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Bidder's statement or claim, if such statement or claim or its Tender is patently unwarranted or is questionable; or
- (b) access the Bidder's premises where any part of the service is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability. The Bidder shall cooperate in the verification of information and is deemed to consent to the Purchaser verifying such information.

## **2.16 Tender Acceptance**

The lowest price Tender or any Tender shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation process, several other considerations are to be taken into account in evaluating the Tenders, as is set out in Article 3 (Evaluation Process).

## **2.17 Substantial Compliance**

The Purchaser shall be required to reject Tenders which are not substantially compliant.

## **2.18 No Publicity or Promotion**

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

In the event that a Bidder, including the Preferred Bidder, 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 RFT, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Bidder's Tender to provide accurate information and/or to rectify any false impression which may have been created.

## **2.19 Debriefing**

Not later than 60 days following the date of posting of a contract award notification in respect of the RFT, a Bidder may contact the RFT Coordinator requesting a debriefing from the Purchaser, and the Purchaser shall conduct such debriefing in accordance with the requirements of the Management Board of Cabinet's Procurement Directives. Any request that is not timely received will not be considered and the Bidder will be notified in writing.

Bidders should note that, regardless of the time of Tender of a request by a Bidder, debriefings will not be provided until such time as a contract award notification has been posted.

## **2.20 Bid Protest Procedure**

In the event that a Bidder wishes to review the decision of the Purchaser in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the Purchaser within 10 Days from such a debriefing. Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.

A protest in writing shall include the following:

- (a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- (b) A specific description of each act alleged to have breached the procurement process
- (c) A precise statement of the relevant facts;
- (d) An identification of the issues to be resolved;
- (e) The Bidder's arguments and supporting documentation; and
- (f) The Bidder's requested remedy.

## **Part B - Additional Terms**

### **2.21 Confidentiality**

#### **2.21.1 Confidential Information of the Purchaser**

All correspondence, documentation, and information of any kind provided to any Bidder in connection with or arising out of this RFT or the acceptance of any Tender

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

#### **2.21.2 Confidential Information of the Bidder**

Except as provided otherwise in this RFT, or as may be required by Applicable Law, the Purchaser shall treat the Bidders' Tenders and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFT process, a Bidder shall not require that the Purchaser, or any of its representatives or agents, execute a confidentiality agreement. In the event that a Bidder refuses to participate in any required step of the RFT (such as an oral presentation or demonstration) because the Purchaser has refused to execute any such confidentiality agreement, the Bidder shall receive no points for the particular step in the evaluation process in respect of which the Bidder has refused to participate.

#### **2.21.3 Bidder's Tender**

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

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

#### **2.21.4 Personal Information**

- (a) Tender of Information

The Bidder should not submit as part of its Tender 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 Bidder or destroyed by a professional company that routinely provides document destruction services for the Purchaser and will not be used in the evaluation process. Should the Purchaser subsequently request such information from the Preferred Bidder during the process to finalize any Agreement that may be awarded from this RFT, the Purchaser will treat this information in accordance with the provisions of this Section.

- (c) Use

Any personal information as defined in the Personal Information Protection and Electronic Documents Act,

S.C. 2005, c.5 that is requested from each Bidder by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the service performed is consistent with these qualifications.

(d) Consent

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

### **2.21.5 Non-Disclosure Agreement**

The Purchaser reserves the right to require any Bidder to enter into a non-disclosure agreement satisfactory to the Purchaser.

### **2.22 Freedom of Information and Protection of Privacy Act**

The Freedom of Information and Protection of Privacy Act, 1990 (Ontario) applies to information provided to the Purchaser by a Bidder. A Bidder should identify any information in its Tender or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Tenders will, as necessary, be disclosed on a confidential basis, to the Purchaser's Evaluation Team for the purpose of evaluating or participating in the evaluation of their Tenders.

By submitting any Personal Information requested in this RFT, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFT, questions are to be submitted to the RFT Coordinator in accordance with Section 2.4 (Clarification and Questions).

### **2.23 Competition Act**

Under Canadian law, a Bidder's Tender must be prepared separately and independently, without conspiracy, collusion or fraud.

### **2.24 Intellectual Property**

The Bidder shall not use any intellectual property of the Purchaser, including but not limited to logos, registered trademarks or trade names of the Purchaser, at any time without the prior written approval of the Purchaser. All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFT shall remain the exclusive property of the Purchaser.

Requests to present data or publish or present papers derived from service pursuant to this RFT in any type of publication, journal or professional conference must be made to the Purchaser and prior approval must be obtained in writing from the RFT Coordinator.

### **2.25 Rights of the Purchaser – General**

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

- (a) make public the names of any or all Bidders;
- (b) request written clarification or the Tender of supplementary written information from any Bidder and incorporate such clarification or supplementary written information into the Bidder's Tender, at the Purchaser's discretion, provided that any clarification or Tender of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Tender or to change or enhance the Bidder's Tender in any material manner;

- (c) waive formalities or elements of non-compliance and accept Tenders which substantially comply with the requirements of this RFT, in the Purchaser's sole discretion;
- (d) verify with any Bidder or with a third party any information set out in a Tender, as described in Section 2.15 (Verification of Information);
- (e) check references other than those provided by any Bidder;
- (f) disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or any Bidder whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Tender is determined to be non-compliant with the requirements of the RFT;
- (g) disqualify a Tender where the Bidder has previously breached a contract with the Purchaser, the Bidder has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Bidder reveals a Conflict of Interest or Unfair Advantage in its Tender or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser;
- (h) disqualify any Tender of any Bidder who has breached any applicable laws or who has engaged in conduct prohibited by this RFT, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Tender;
- (i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (j) accept or reject a Tender if only one Tender is submitted;
- (k) select any Bidder other than the Bidder whose Tender reflects the lowest cost to the Purchaser;
- (l) cancel this RFT process at any stage and issue a new RFT for the same or similar requirements, including where
  - (i) the Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement;
  - (ii) the Tender prices exceed the bid prices received by the Purchaser for Services acquired of a similar nature and previously done service;
  - (iii) the Tender prices exceed the costs the Purchaser would incur by doing the service, or most of the service, with its own resources;
  - (iv) the Tender prices exceed the funds available for the Goods and/or Services; or
  - (v) the funding for the acquisition of the proposed Goods and/or Services has been revoked, modified, or has not been approved;and where the Purchaser cancels this RFT, the Purchaser may do so without providing reasons for any such cancellation, and the Purchaser may thereafter issue a new request for Tenders, request for qualifications, sole source or do nothing;
- (m) discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender;
- (n) reject any or all Tenders in its absolute discretion, including where a Bidder has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser;

By submitting a Tender, the Bidder authorizes the collection by the Purchaser of the information identified in this RFT, which the Purchaser may request from any third party.

## **2.26 Rights of the Purchaser — Preferred Bidder**

In the event that the Preferred Bidder fails or refuses to execute the Agreement within 15 business days from being notified of its position as the Preferred Bidder, the Purchaser 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, the Purchaser may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Bidder's Tender from further consideration and begin discussions with the next highest-ranked Bidder without becoming obligated to offer to negotiate with all Bidders; and
- (c) exercise any other applicable right set out in this RFT, including but not limited to, cancelling the RFT or issuing a new RFT for the same or similar goods and services.
- (d) The Purchaser may also cancel this RFT in the event the Preferred Bidder fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this RFT.

## **2.27 Bidder's Costs**

Every Bidder shall bear all costs and expenses incurred by the Bidder relating to any aspect of its participation in this RFT process, including all costs and expenses relating to the Bidder's participation in

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

## **2.28 No Liability**

The Bidder agrees that:

- (a) Any action or proceeding relating to this RFT process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFT process on any jurisdictional basis; and
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFT. The Bidder further agrees that if the Purchaser commits a material breach of this RFT (that is a material breach of Contract A), the Purchaser's liability to the Bidder, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Tender preparation costs that the Bidder seeking damages from the Purchaser can demonstrate.

## **2.29 Assignment**

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



### **2.30 Entire RFT**

This RFT, addendums and all Schedules form an integral part of this RFT.

### **2.31 Priority of Documents**

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

### **2.32 Governing Law**

The RFT, the Bidder's Tender, and any resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable there.

## **Article 3— Evaluation Process**

### **3.1 General**

The evaluation of the Tenders will be conducted by the evaluation team (the "Evaluation Team") in three stages, as described below.

A Tender must meet the requirements of each phase of the evaluation process to proceed to the next phase. The evaluation of the Tenders will be conducted on the basis of the members of the Evaluation Team arriving at a consensus. Where a consensus is not possible, the score will be averaged.

The Purchaser shall determine, in its sole discretion, the membership of the Evaluation Team, which may include external consultants and advisors to the Purchaser.

### **3.2 Stages of Tender Evaluation**

The evaluation of the Tenders will be conducted by the Purchaser as follows:

(a) Stage I - Review of Mandatory Requirements (Pass/Fail) will consist of a review by the Purchaser to determine which Tenders comply with all of the Mandatory Requirements, as set out in Section 3.3 (Stage I - Review of Mandatory Requirements (Pass/Fail)). Tenders that do not comply with all of the Mandatory Requirements will be disqualified.

(b) Stage II - Evaluation of General Requirements (100 points) will consist of the scoring by the Evaluation Team of each Eligible Tender on the basis of the General Requirements described in Section 3.4 (Stage II— Evaluation of General Requirements). Eligible Tenders that do not meet the minimum score for the General Requirements will be disqualified.

(f) Stage III - Reference Verification (Pass/Fail) will consist of the Purchaser verifying the references of the Bidder whose Tender has scored the highest - the Preferred Bidder - as described in Section 3.5 (Stage III - Reference Verification (Pass/Fail)).

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

<b>Stage Description</b>	<b>Points</b>	<b>Minimum Points</b>
I Mandatory Requirements	(Pass/Fail)	Pass
II General Requirements	100	70
V Reference Verification	(Pass/Fail)	Pass
TOTAL	100	70

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

Every Tender must include, or conform to, the following Mandatory Submission Requirements:

### 3.2.1.1 Forms and Schedules

The following completed and signed schedules must be submitted with your Proposal:

- Schedule A — Unfair Advantage and Conflict of Interest Statement Schedule
- Schedule D — Mandatory Requirements Checklist Schedule
- Schedule E –Declaration and Certification Schedule
- Schedule F –Reference Schedule
- Schedule G –Stipulated Price Schedule
- Schedule H –Equipment List

### 3.2.2 Stage II — Evaluation of General Requirements (100)

Tenders that reach or exceed the minimum score for each Rated Criterion will be eligible to proceed to the next stage of the evaluation process (an Eligible Tender). Only the envelope containing the Cost Schedule of Eligible Tenders will be opened at the end of Stage II after all other evaluation criteria has been evaluated. The General Requirements to be used by the Evaluation Team in the scoring of each Eligible Tender are as follows:

Evaluation Criteria	Section	Weighting
Stipulated Price	1.9.2.1	100

#### 3.2.2.1 Stipulated Price

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

### 3.2.3 Stage III –Reference Verification (Pass/Fail)

At this stage, the Evaluation Team will verify as many references provided by the Preferred Bidder in the References Schedule as the Evaluation Team may deem appropriate and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

After the references have been successfully verified, the Purchaser will notify the Preferred Bidder of its position as the Preferred Bidder, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. Subject to the requirements of Section 3.3 (Discussions with Preferred Bidder), the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFT.

### 3.3 Discussions with Preferred Bidder

After identifying the Preferred Bidder, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Bidder or it may, in its sole discretion,

- (a) prior to making the award, enter into a letter of intent with the Preferred Bidder, on terms satisfactory to the Purchaser, as an interim measure; and
- (b) negotiate changes, amendments, or modifications to the Preferred Bidder’s Tender. The Purchaser shall at all times be entitled to exercise its right under Section 2.26 (Rights of the Purchaser — Preferred Bidder).

For certainty, the Purchaser makes no commitment of any kind to the Preferred Bidder until the Agreement has been executed between the Purchaser and the Preferred Bidder. The Preferred Bidder acknowledges that the commencement of any discussions in respect of the Agreement does not create any contractual obligations between the Purchaser and the Preferred Bidder.

## **Schedule A Unfair Advantage and Conflict of Interest Statement Schedule**

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Bidder’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 judgment; or
- (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Agreement.

“**Unfair Advantage**”, means any conduct engaged into, directly or indirectly, by a Bidder that may result in gaining an unfair advantage over other Bidders, including but not limited to

- (iii) possessing, or having access to, information in the preparation of its Tender that is confidential to the Purchaser and which is not available to other Bidders,
- (iv) communicating with any person with a view to influencing, or being given preferred treatment in, the RFT process, or
- (i) engaging in conduct that compromises or could be seen to compromise the integrity of the RFT process and result in any unfairness.

In the event that the boxes below are left blank, the Bidder shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Tender and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

If either or both of the statements below apply, check the appropriate box:

- The Bidder declares that there is an actual or potential Unfair Advantage relating to the preparation of its Tender.
- The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

In the event the Bidder declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Bidder shall provide all relevant detailed information below.

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The Bidder agrees to provide any additional information which may be requested by the RFT Coordinator, in the form prescribed by the RFT Coordinator.

Where, in its sole discretion, the Hospital concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Bidder’s Tender, or terminate any Agreement awarded to the Bidder under the RFT.

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Signature of Witness

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Signature of Bidder Representative

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Name of Witness

---

Name and Title

*I have authority to bind the Bidder.*

---

Date:

## Schedule B Receipt Confirmation Schedule

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To: Lady Dunn Health Centre  
PH: 705-856-2335, Ext. 3303 or 3304  
Email: legauthier@ldhc.com

Re: RFT No. 12-10-19

Bidders are requested to acknowledge receipt of RFT No. **12-10-01 Snow Removal Service** and their intent to submit a Tender by sending this Receipt Confirmation Schedule by email to the attention of the RFT Coordinator. Bidders submitting this Receipt Confirmation Schedule will be notified of any addendum issued to this RFT, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFT.

**(Please check your answer)**

I / We DO  DO NOT  Intend to submit a Tender to this RFT.

Representative's contact information:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Representative's Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name - Please Print)

\_\_\_\_\_  
(City, Province, Postal Code)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

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## Schedule C Corporate Overview Schedule

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Bidder Name: \_\_\_\_\_

<b>Item</b>	<b>Bidder Response</b>
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Canadian head office location and registered office	
Corporate head office location (if different from above)	
Brief overview of the company background	
Mission Statement	
Number of years in business	
Where is your support personnel located?	

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**Schedule D Mandatory Requirements Checklist Schedule**

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The Bidder must indicate the page number in its Tender where each Mandatory Requirement can be found. In the event that the Purchaser determines, in its sole discretion, that any Mandatory Requirement is not met, the Proposer shall be disqualified.

	<b>Mandatory Requirements</b>	<b>Page #</b>
M1	Unfair Advantage and Conflict of Interest Statement — Schedule A	
M2	Mandatory Requirements Checklist — Schedule D	
M3	Declaration and Certification — Schedule E	
M4	References — Schedule F	
M5	Stipulated Price - Schedule G	
M6	Equipment List — Schedule H	
M7	Bid Deposit	

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder representative  
I have authority to bind the Bidder

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

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## Schedule E Declaration and Certification Schedule

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**TO: Lady Dunn Health Centre (the "PURCHASER")**

**RE: IN THE MATTER OF** our Tender Response for RFT #12-10-01 dated \_\_\_\_\_, 2016 to which this Declaration and Certification Schedule is an integral part the Tender prepared by \_\_\_\_\_ and submitted in response to a Request for Tenders issued by the Purchaser dated November 11, 2016, as amended, regarding the selection of a Bidder to execute the Agreement pursuant to the RFT.

I am duly authorized by the Bidder, including the persons, firms, corporations and advisors joining in the Tender of this Tender, to execute this Declaration and Certification Schedule.

I solemnly declare and certify as **follows**:

### 1. Bidder Information

(a) The full legal name of the Bidder is:

\_\_\_\_\_

(b) Any other registered business name under which the Bidder carries on business is:

\_\_\_\_\_

(c) The jurisdiction under which the Bidder is formed is:

\_\_\_\_\_

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Indicate whether the Bidder is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

\_\_\_\_\_  
\_\_\_\_\_

### 2. Addenda

The Bidder is deemed to have read and accepted all Addenda issued by the Purchaser prior to the RFT Closing Time. The onus remains on the Bidder to make any necessary amendment to its Tender based upon the Addenda. The Bidder hereby confirms that it has received all Addenda by listing the Addenda numbers below, or if no Addenda were issued, by noting "None":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Tender Irrevocable

The Bidder agrees that its Tender shall be irrevocable for 120 Days following the Tender RFT Closing Time.

### 4. Disclosure of Information

The Bidder hereby agrees that any information provided in this Tender, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of its Tender to the Purchaser's advisors retained for the purpose of evaluating or participating in the evaluation of this Tender.

### 5. Execution of Agreement

If its Tender is selected by the Purchaser, the Bidder agrees to form and execute an Agreement.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder Representative  
I have authority to bind the Bidder.

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

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## Schedule F References Schedule

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Bidder Name: \_\_\_\_\_

The Bidder must identify with its Tender a minimum of 2 references with respect to itself, which must include the information set out below.

<b>Reference 1</b>	<b>Bidder Response</b>
Company Name	
Address	
Number of sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

<b>Reference 2</b>	<b>Bidder Response</b>
Company Name	
Address	
Number of sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder Representative  
I have authority to bind the Bidder

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_



## Schedule G Stipulated Price Schedule Form

To: Lady Dunn Health Centre  
 Building Services  
 17 Government Road,  
 Wawa, ON P0S 1K0

The UNDERSIGNED, herein referred to as the "CONTRACTOR"  
 with the legal company name of \_\_\_\_\_  
 a company duly incorporated under the laws of \_\_\_\_\_  
 and having its Head Office at \_\_\_\_\_

HEREBY UNDERTAKES AND AGREES WITH THE OWNER AS FOLLOWS:  
 Having examined all the Tender Documents, entitled "Snow Removal Service," and including:

- a) The Agreement, Section 1.8
- b) Addenda Numbers: to inclusive

WE UNDERTAKE TO DO ALL WORK, AND SUPPLY ALL MATERIALS, EQUIPMENT AND SERVICES IN ACCORDANCE WITH THE TENDER DOCUMENTS, FOR THE TOTAL CONTRACT PRICE LISTED BELOW.

Service	YEAR 1	YEAR 2	YEAR 3
<b>Snow Plowing</b> – Lump-sum cost on an "as-needed" basis as per scope of work.  <i>Sanding (using screened sand) – Lump-sum cost on an "as-needed" basis as per scope of work.</i>  <i>Snow removal by loader and dump truck from temporary storage – hourly rate using own equipment.</i>  <i>Cleaning (shoveling and snow-blowing) and sanding of all side walks and doorways – hourly rate using own equipment.</i>  <i>Spring Cleanup – remove sand from parking lots and work with fire department to remove sand as they wash lots – hourly rate using own equipment.</i>			
<b>HST</b>			
<b>TOTAL</b>			
<i>Snow Removal – Hourly rate per equipment (inc. equipment, labour and consumables)</i>  <i>Note: Dump truck must be minimum tri-axle.</i>	Loader: _____/hour	Loader: _____/hour	Loader: _____/hour
	Dump Truck: _____/hour	Dump Truck: _____/hour	Dump Truck: _____/hour

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Signature of Bidder Representative  
 I have authority to bind the Bidder

\_\_\_\_\_  
 Name of Witness

\_\_\_\_\_  
 Name and Title

Date: \_\_\_\_\_

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**Schedule H - Equipment List**

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<b>Type/Size</b>	<b>Year - Make - Model</b>	<b>Condition</b>

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder Representative  
I have authority to bind the Bidder

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

## Schedule I – Scope of Work

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Tenders are invited for the supply of all labour, materials, and equipment to perform snow removal service at the Lady Dunn Health Centre, 17 Government Road for the period of three (3) years.

Bidders are responsible for visiting and examining the areas involved and obtaining a clear and comprehensive knowledge of the conditions and limitations existing.

Bidders shall carefully examine site of the work and shall investigate the nature of the work to be undertaken, the means of access, the obstacles to be met with, the rights and interests which may be interfered with during the performance of the work, the extent and quantity of the work and all matters which are referred to in the document, or which are necessary for the full and proper completion of the work and the conditions under which it will be performed, and shall acquaint themselves with all Bylaws, Acts, Ordinances, Rules, Regulations and Codes which may affect the work of the Contract.

The levels and information shown in the list of work are furnished in good faith by the Hospital, but shall in no way relieve Bidders of the responsibility for ascertaining to their own satisfaction, the nature of all conditions at the site.

### **Snow Plowing, Sanding, and Clearing**

#### Parking Lots, Sidewalks and Doorways

All snow clearing and sanding of parking lots are to be done on an “as required” basis seven days per week with all services being completed prior to 7:00 a.m. on each day when accumulations reach or exceed 8cm, due to snow fall or drifting.

#### Roadways

All snow clearing and sanding of roadways are to be done on an “as required” basis seven days per week and are to be kept clear of snow 24 hours per day, whenever accumulations reach or exceed 8cm, due to snowfall or drifting.

**\*\*\*All areas must be sanded after all snow clearings.**

### **Snow Removal**

Snow removal is to be completed at the direction of the Hospital on an “as required” basis.

### **Spring Cleanup**

**All cleanup of sand from parking lots is to be done at an appropriate time on an annual basis as scheduled by the purchaser.**

### **Equipment**

The Contractor shall supply all equipment necessary to perform the work to the satisfaction of the Hospital Representative or his designate. ALL EQUIPMENT SHALL BE OF AN INDUSTRIAL/COMMERCIAL TYPE AND IN GOOD RUNNING CONDITION. The Hospital will not consider any equipment which does not meet the above specifications.

1. The Contractor shall specify on the Schedule H Equipment List the various types of equipment that are available to service this Contract. Proof of ownership, licensing, capabilities and weights will be identified prior to award of Contract.
2. All equipment shall be reliable and in good working order in accordance with the manufacturer’s recommendations as not to delay or hinder the performance of the Contract. Equipment used on the Contract shall be suitable for the purpose intended.

3. All safety devices must be in place and activated during the performance of this Contract. Equipment on roadsides must be equipped with a blue/amber rotating light and slow moving vehicle sign.

**Performance Monitoring**

The Lady Dunn Health Centre will monitor the performance of the Work by focusing on the following key performance indicators:

1. Clearing and sanding response times.
2. Damage to Lady Dunn Health Centre property.
3. Accurate billing.

## **Appendix A- Areas to be Serviced**

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Areas to be services include:

1. All parking lots.
2. Roadways indicated in yellow.

-Attachment 3