



Algoma
PUBLIC HEALTH
Santé publique Algoma

Algoma Public Health

Request for Proposals

For

Employee Assistance Program

Request for Proposal Number: [\[P2017-02-01\]](#)

Request for Proposal Issued On: [\[Friday, February 17, 2017\]](#)

Proposal Submission Deadline: 2:00:00pm on [\[Friday, March 10, 2017\]](#)
Local Time in [\[Sault Ste. Marie\]](#), Ontario, Canada

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PART 1 – GENERAL REQUIREMENTS

1.1 Invitation to Proponents

This Request for Proposals ("RFP") is an invitation to qualified Proponents with specific experience in providing confidential **Employee Assistance Program (EAP)** services to support Algoma Public Health (the "Purchaser") for the period from May 1, 2017 to May 1, 2022. A more complete description of the Services sought is provided in the "Instructions to Proponents/Deliverables", section, Part 2. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria in determining product or service acceptability. It will require the submission of references and other information.

1.2 Background and General Information

Algoma Public Health (APH) works with individuals, families, and community partners to promote and to protect health and to prevent disease. Public health programs and services are geared toward people of all ages and are delivered in a variety of settings including workplaces, day care and educational settings, homes, health care settings and community spaces.

APH has a main office in Sault Ste Marie and three offices in the Algoma district: Blind River, Elliot Lake and Wawa. We have 200 employees who deliver provincially legislated public health services and community programs. We are governed by an autonomous Board of Health and have strong community partnerships throughout the Algoma district. APH has an enriched public health practice environment that fosters research, ongoing education, and the development of innovative programs and services. APH is funded by local and provincial governments.

For more information read the full [Algoma Public Health Strategic Plan](#).

1.3 Key Event Dates

Refer to the RFP Timetable listed in section 3.1.1 RFP Timetable which is set forth for informational and planning purposes; however, the Purchaser reserves the right to change the dates.

1.4 Objectives

The Purchaser is seeking to satisfy the following objectives in issuing the RFP:

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.

1.5 Type of Agreement for Deliverables

The Preferred Proponent will be required to enter into a fixed price Agreement with the Purchaser for the provision of the Deliverables in the form attached as Appendix A to this RFP.

It is the Purchaser's intention to enter into the Form of Agreement attached as Appendix A to this RFP with only one (1) legal entity.

A Proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its quote or after receiving notice of selection, may be disqualified.

The Term of the Agreement is intended to be for a period of **five (5) years**, with an option in favour of the Purchaser to extend the Term of the Agreement on the same terms and conditions for up to **two (2) additional years**.

1.6 No Guarantee of Volume of Work or Exclusivity of Contract

The Purchaser makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement executed with the Preferred Proponent will not be an exclusive contract for the provision of the described Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

1.7 Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at www.ait-aci.ca/.

1.8 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed sub-contractor.

1.9 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the following definitions in this RFP.

"Agreement" means the Agreement as set out in Appendix A of this RFP and which will be executed by the Purchaser and the Preferred Proponent.

"Applicable Law" and **"Applicable Laws"** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

"Business Day" or **"Business Days"** means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing. These include the following statutory holidays and any other day where the Purchaser has elected to be closed for business.

This agreement recognizes the following statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

"Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the 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 Agreement.

"Days" means calendar days.

"Deliverables" means all services and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, done or delivered by the Supplier.

"Eligible Proposal" means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

"Evaluation Team" means the individuals who have been selected by the Purchaser to evaluate the Proposals.

"Personal Information" means recorded information about an identifiable individual or that may identify an individual.

"Preferred Proponent" means the Proponent that the Purchaser has identified as the highest-ranked Proponent in accordance with the evaluation process.

"Proponent" or **"Proponents"** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

"Proposal" or **"Proposals"** means all of the documentation and information submitted by a Proponent in response to the RFP including any requested clarifications provided by the Proponent.

"Proposal Submission Deadline" means the Proposal submission date and time as set out in section 3.1.1 and may be amended from time to time in accordance with the terms of this RFP.

"Purchaser" means the entity whose name appears on the cover page of the RFP, and which is the purchasing authority pursuant to this RFP.

"Rate Bid Form" means the form contained in Appendix C of this RFP.

"Request for Proposals" or **"RFP"** means this Request for Proposal number **P2017-02-01** issued by the Purchaser for the purchase of the Services, and all addenda thereto.

"RFP Coordinator" means the individual identified in section 3.2.1 RFP Coordinator Contact Information.

"Services" means the services intended to be procured pursuant to this RFP.

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

[End of Part 1]

PART 2 – INSTRUCTIONS TO PROPONENTS/DELIVERABLES

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. The Purchaser reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

2.1 Bid Format and Content

In order for the Purchaser to evaluate bids fairly and completely, Proponents must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

2.2 RFP Objective and Scope

The Purchaser seeks to satisfy the following objectives in an agreement resulting from this RFP:

The Preferred Proponent shall:

- Provide all Algoma Public Health employees, spouses and dependent children the opportunity for timely access to Employee Assistance Program services.
- Keep all employee, spouses and dependent children names confidential as required by law and regulating college.
- Report service usage to the Purchaser’s Director of Human Resources and Corporate Services.

2.3 RFP Deliverables

The Preferred Proponent shall cost-consciously provide:

- Confidential, short-term counselling services including:
 - Personal issues
 - Job stress
 - Relationship issues
 - Eldercare, childcare, parenting issues
 - Harassment,
 - Substance abuse
 - Separation and loss
 - Balancing work and family
 - Financial
 - Legal
- All services delivered by qualified professionals
- Access to bilingual counsellors

- Referrals for users to relevant community partners
- Access to online resources
- A detailed reporting system relevant to EAP usage
- Reference letters/contacts: three (3) healthcare related, one (1) non-healthcare related
- Options to expand program (value added components)
- Term of five (5) years, with an option to extend up to an additional two (2) years

The above list should not be construed as limiting the scope of the contract; rather the topic areas provided are currently covered by the incumbent provider.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions/Applicability

These general terms and conditions will be observed in preparing the proposal to be submitted.

3.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
Issue Date of RFP: RFP is listed at Biddingo and Algoma Public Health website (www.algomapublichealth.com)	[Friday, February 17, 2017]
Proponent Deadline for Questions by Email:	[Friday, February 24, 2017]
Response to Proponent's Questions Deadline for Issuing Final Addenda:	[Wednesday, March 1, 2017]
Proposal Submission Deadline:	2:00pm on [Friday, March 10, 2017]
Anticipated Date for Selection of Preferred Proponent will be made:	[Friday, March 24, 2017]

Note – all times specified in this RFP timetable are local times in **Sault Ste. Marie**, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on **Biddingo and the Algoma Public Health website**. The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

3.1.2 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

3.1.3 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

3.1.4 Proponent's Costs

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

- The preparation, presentation and submission of its Proposal.
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration.
- The conduct of any due diligence on its part, including any information gathering activity.
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline.
- Any discussion and/or negotiation, if any, in respect of the Agreement.

3.2 Communication after RFP Issuance

3.2.1 RFP Coordinator Contact Information

The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the preferred Proponent.

- Name: Suzanne Irwin
- Title: Manager of Corporate Services and Facilities
- Email: sirwin@algotmapublichealth.com

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

- any employee or agent of the Purchaser (other than the RFP Coordinator or designate)
- any member of the Evaluation Team
- any expert or advisor assisting the Evaluation Team.
- any member of the Purchaser's governing body.
- any elected official of any level of government, including any advisor to any elected official.

3.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- shall report any errors, omissions or ambiguities; and
- may direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator.

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity.
- Exclude questions that are either unclear or inappropriate.
- Answer similar questions from various Proponents only once.

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

No such communications are to be directed to anyone other than RFP Coordinator. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in section 3.2.2 Proponents to Review RFP exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in section 3.2.2 Proponents to Review RFP were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in section 3.2.2 Proponents to Review RFP of the this RFP.

3.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on Bidding and on the Algoma Public Health website. Each addendum shall form an integral part of this RFP.

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

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchase. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

3.3 Proposal Submission Requirements

3.3.1 General

To be considered in the RFP process, the bid documents must be received on or before the Proposal Submission Deadline in a sealed package.

The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labelled showing the following information on the outside. Firmly affix **Appendix F – Return Label** to the front of your envelope containing both sealed **Envelopes “1” and “2”**.

Within the package, be sure to identify on each envelope which one is titled **Envelope “1”** and **Envelope “2”**. (Labels are also included in Appendix F for Envelope 1 and 2.) Ensure to add the Proponent’s name and return address.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal.

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered.

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

3.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in Envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

Envelope 1 – Proposal, to include:

- Supporting documents showing proof of mandatory requirements.
- One (1) original (prominently marked “original”) of the Proposal including all Appendices except **Appendix C – Rate Bid Form**.

- Three (3) photocopies of the Proposal including all Appendices except **Appendix C – Rate Bid Form**.
- No details of costs or rates are to be included in this part of the Proposal.

Envelope 2 – Financial Information, to include:

- One (1) original (prominently marked “original”) of **Appendix C – Rate Bid Form**.
- Three (3) photocopies of Appendix C – Rate Bid Form.

Proposals submitted in any other manner may be subject to disqualification.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

3.3.3 Other Proposal Considerations

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

- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix D and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

3.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by **on or before** the Proposal Submission Deadline.

3.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

3.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

3.3.7 Completeness of Proposal

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

The Proponent ensures that all the appropriate forms are signed in ink by an individual authorized to legally bind the business submitting the proposal. The Proponent's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the Purchaser from obtaining the best possible supply or service.

3.3.8 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

3.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in section 3.3.5, a Proposal shall be irrevocable by the Proponent for (120) Days from the Proposal Submission Deadline.

3.3.10 Acceptance of RFP

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

The Purchaser assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

3.3.11 Amendments to Proposals

Subject to section 3.1.1 and section 3.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

3.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser and the Evaluation Team will open Proposals at a time subsequent to the Proposal Submission Deadline.

The Purchaser and the Evaluation Team will open all bids that are submitted in a proper and timely manner, and will record the names and other information. All bids become the property of the Purchaser and will not be returned except in the case of a late bid.

3.3.13 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

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

3.3.14 Verification of Information

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

Proponents shall provide **three (3) references** from firms where similar services have been performed within the last five years. References will be equal in complexity and service requirements as outlined in this Proposal.

Proponents are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Proponent. Should the Proponent find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Proponent shall promptly notify the Manager of Corporate Services and Facilities via email. The Proponent making such request will be solely responsible for its timely receipt by the Manager of Corporate Services and Facilities. Replies to such notices may be made in the form of an addendum to the solicitation.

3.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, will form a part of the evaluation process.

3.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

3.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

3.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

3.3.19 No Publicity or Promotion

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

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, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, 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.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent

The Purchaser anticipates that Proponents will be selected within **ten (10) Business Days** of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement to this RFP and satisfy any other applicable conditions of this RFP within **three (3) Business Days** of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser will consider such requests for clarification in accordance with the RFP.

3.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within **three (3) Business Days** of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

3.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Preferred Proponent and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Preferred Proponent.

3.4.4 Debriefing

Not later than **ten (10) Business Days** following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from the Purchaser.

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

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent

shall submit a protest in writing to the Purchaser within **ten (10) Business Days** from such a debriefing.

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

A protest in writing shall include the following:

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

3.5 Prohibited Communications, Confidential Information and FIPPA

3.5.1 Confidential Information of the Purchaser

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

- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser; and
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.

3.5.2 Confidential Information of the Proponent

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

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

3.5.3 Proponent's Submission

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

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

3.5.4 Non-Disclosure Agreement

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

3.5.5 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario), applies to information provided by Proponents. A Proponent should identify any information in its Proposal 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, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

3.5.6 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

3.5.7 Intellectual Property

The Proponent 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.

3.6 Reserved Rights and Governing Law of the Purchaser

3.6.1 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:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in section 3.3.14 Verification of Information.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.

- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a sub-contractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement.
 - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work.
 - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources.
 - The Proposal prices exceed the funds available for the Services, or

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

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

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

3.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within **three (3) Business Days** from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and/or
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

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

3.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and/or
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.
- The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, 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 Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof.

3.6.4 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

3.6.5 Priority of Documents

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

3.6.6 Occupational Health and Safety Act

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.

Without limiting any of the foregoing, the Preferred Proponent shall have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, sub-consultants and any other persons performing the work shall be appropriately trained, licenced and certified, as required to perform the work.

3.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

3.6.8 Performance

The Purchaser reserves the right to determine unsatisfactory performance of the Agreement, including the level of the quality, accessibility and the speed in which Services are provided and further reserves the right to cancel any, or all of the Agreement unconditionally.

The Purchaser's evaluation and determination in this regard shall be final and not reviewable by any court.

3.6.9 Payment Terms

The Preferred Proponent shall provide:

1. Monthly invoices for services shall be submitted via email to: ap@algotmapublichealth.com
2. The Purchaser's standard payment terms are net **thirty (30) Days** from date of invoice.

Invoices for payment must show the Proponent's H.S.T. registration number and the amount of H.S.T. shall be identified separately on each invoice.

3.7 Special Provisions

Award Contract

It is the Purchaser's intention to recommend the award of the Contract to the Proponent who met the Benchmarks as set out in **Appendix D – Rated Requirements (Deliverables)** and has the lowest compliant Total Contract Price in **Appendix C – Rate Bid Form**.

Term of Contract

The term of the Contract will be for a **five year period**. The term of the Contract shall commence **May 1, 2017**. The term of the Contract may be extended by the Purchaser, for a two year term at the sole discretion of the Purchaser. There is no obligation on the Purchaser to extend the Contract. Should the Purchaser decide to extend the Contract, such extension shall be on the same terms and conditions of the original Contract(s), including price.

Rates

The Purchaser will pay the Preferred Proponent the quoted Monthly Rate each month.

Disbursements

The Total Contract Price shall include all Disbursements as defined in the Instructions to Proponents section of this RFP.

Harmonized Sales Tax (HST)

“Value-Added Tax” (VAT) for the purposes of this section means the Federal Goods and Services tax and any similar tax the collection and payment for which has been imposed on the Preferred Proponent by the tax legislation.

The Total Contract Price shall include all taxes and customs and duties in effect at the time of the Proposal closing except for Value Added Taxes payable by the Purchaser to the Preferred Proponent as stipulated in the Contract.

Any increase or decrease in costs to the Preferred Proponent due to changes in such included taxes and duties after the time of the Proposal closing shall increase or decrease the Total Contract Price accordingly.

[End of Part 3]

PART 4 – EVALUATION OF PROPOSALS

In evaluating the bids submitted, the Purchaser will apply the “Best Value” standard in selecting the Proponent to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that Proponent whose offer conforms to the bid and it is determined to be the most advantageous, or “Best Value” to the Purchaser, in the sole judgment of the Purchaser.

4.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements (Deliverables)
Stage III	Rates
Stage IV	Cumulative Score
Stage V	Tie Break

4.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may be disqualified and not be evaluated further.

4.1.2 Stage II – Rated Requirements (Deliverables)

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements (deliverables).

Rated requirements (deliverables) will be evaluated and Proponents must achieve the minimum score, as noted in section 4.3.1, in order for the Proponent to move into Stage III of the

evaluation. Proposals will be scored by consensus of the Evaluation Team. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not be evaluated further.

Refer to section 4.1.4 below as it related to reference checks.

4.1.3 Stage III – Rates

Stage III will consist of an evaluation and scoring of rates submitted by Proponents as set out in **Appendix C – Rate Bid Form**.

4.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent.

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

4.1.5 Stage V – Tie Break

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by selecting the Proponent with the highest score in Stage III – Rates as the Preferred Proponent.

4.2 Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following **six (6)** mandatory forms/items:

Appendix	Title of Appendix or Proof
Accreditation Minimum Agency Qualification	Proof showing Accreditation from Council on Accreditation (COA) and Minimum Agency Qualifications
Appendix A	Form of Agreement
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix E	Reference Form
Appendix F	Return Label

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

4.2.1 Form of Offer – Appendix B (Mandatory Form)

Each Proposal must include **Appendix B – Form of Offer** completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

4.2.2 Rate Bid Form – Appendix C – (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately;
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP;
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail; and
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Proposal into its pricing assumptions, calculations and into its proposed rates.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

4.2.3 Proof of Insurance and WSIB Coverage

By signing the Form of Offer, the Proponent agrees, if selected, commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence, products and completed operations aggregate. Refer to Article 7 in the Form of Agreement – Appendix A. The selected Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance and WSIB Coverage prior to the execution of the Agreement by the Purchaser. Every sub-contractor will be required to conform to the conditions of this contract.

4.3 Evaluation of Rated Requirements (Deliverables)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted in section 4.3.1 for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

4.3.1 Rated Requirements (Deliverables)

The response to each rated requirement (deliverable) should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponent's understanding of the Purchaser's business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out below.

Appendix D– Rated Requirements shows the point allocation for the rated requirements of this RFP (N/A denotes – not applicable):

It should be noted that all of the above criteria may be verified.

Proposals that **reach or exceed the minimum score of 75% overall** on the rated requirements (deliverables) will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

	Rated Requirement Components	Point Allocation
Part I:	Qualifications, Confidentiality and Expertise	15

Part II:	Clinical Assessment and Short-Term Counselling	55
Part III:	Account Management including Communication and Reporting	20
Part IV:	Quality Improvement and Evaluation	10
	<u>TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS (DELIVERBLES):</u>	100

4.4 Rates

Only at the completion of all rated requirements (deliverables) for all Eligible Proposals will the envelope containing **Appendix C – Rate Bid Form** be opened.

4.5 Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent and enter into discussions to finalize the terms of the Agreement.

4.6 Tie Break Process

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by selecting the Proponent with the highest score in Stage III.

4.7 Discussions with Preferred Proponent

The Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The Preferred Proponent will be notified within **eight (8) Business Days** by e-mail or telephone of their award of contract following the evaluation meeting. The Proponent may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from the Purchaser. This bid will be awarded in its entirety to one (1) Proponent. We reserve the right to make moderate quantity alterations to conform to budget limitations.

The Preferred Proponent will have up to **three (3) Business Days** after being notified of the award to sign the Agreement.

As per APH Procurement Policy, Board Approval may be required prior to the Agreement being fully executed based on the dollar value of the Agreement. The Purchaser will advise the Preferred Proponent that they scored the highest and the awarding of the contract is subject to Board approval.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

[End of Part 4]

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AGREEMENT

THIS AGREEMENT (the "Agreement"), made in triplicate, for an **[Employee Assistance Program]** is effective as of the **[May 1, 2017 to May 1, 2022]**

BETWEEN:

Algoma Public Health
(also known as APH)

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the "Supplier")

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"Agencies" means all advisory, adjudicative, regulatory (including those with governing boards), and operational service agencies of the Province of Ontario;

"Authority" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **"Authorities"** means all such authorities, agencies, bodies and departments;

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the APH has elected to be closed for business;

"Client" means the APH;

"Conflict of Interest" means in relation to the performance of its contractual obligations in a contract with the APH, the Supplier'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 contractual obligations;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables) and any other attachment at the time of execution;

"Deliverables" means all services and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, done or delivered by the Supplier;

"Project" for the purposes of the Contract, means the project administered by the APH

"Confidential Information" means any oral, written or electronic data and information now or hereafter existing during the currency of this Agreement, relating to the operations or management of the Participants or APH which is treated as confidential by the Participants or APH or would reasonably be treated by the Participants or APH as confidential and to which access is granted or obtained by the Supplier, or which is otherwise proprietary to the Participants or APH. Confidential Information includes Personal Information or Personal Health Information. Confidential Information does not include any data or information which: was known to the Supplier prior to the disclosure to it by the Participants or APH; or was independently developed by the Supplier as evidenced by records; or is subsequently, lawfully obtained by the Supplier from a third party without breach of this Agreement by the Supplier; or becomes publicly available other than through a breach of this Agreement; or is disclosed where the Participants or APH have provided prior written consent to such disclosure by the Supplier; or is disclosed by legal requirement

"Expiry Date" means **[May 1, 2022]** or, if the original term is extended, the final date of the extended term;

"Indemnified Parties" means all organizations participating in Project including directors, officers, agents, appointees, and employees of APH;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations and; (b) adherence to commonly accepted norms of ethical business practice;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

"Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"PHIPA" means the *Personal Health Information Protection Act*, S.O. 2004.

"Participant" means any and all organizations involved in the project.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Proposal" means all the documentation submitted by the Supplier in response to the RFP;

"Record", for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the APH or Participants to the Supplier, or provided by the Supplier to the APH or Participants, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract; and shall include or exclude any information specifically described in Schedule 1;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"APH Representative" means:

Suzanne Irwin
Manager of Corporate Services and Facilities
Telephone No.: (705)541-7115
Facsimile No.: (705)541-7344
Email: sirwin@algotmapublichealth.com

Address:
Algoma Public Health
294 Willow Avenue
Sault Ste. Marie, Ontario P6B 0A9

"Supplier Address" and "Supplier Representative" mean:

[insert Supplier's mailing address **]**
[insert name and title, telephone and facsimile number for Supplier representative, as well as same information for back-up person if available**]**

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

"Term" means the period of time from the effective date first above written up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than APH or the Supplier.

1.02 No Indemnities from APH

Notwithstanding anything else in the Contract, any express or implied reference to APH providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Health Unit, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract the main body of the Agreement shall govern over the Schedule to the Agreement;

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural and community disasters, epidemics, fires, strikes and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the APH Address to the attention of the APH Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN APH AND SUPPLIER

2.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the APH under this Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind APH or to assume or create any obligation or responsibility, express or implied, on behalf of APH. The Supplier shall not hold itself out as an agent, partner or employee of APH. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between APH and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors and shall indemnify APH in accordance with section 7.01. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of APH. Such consent shall be in the sole discretion of APH and subject to the terms and conditions that may be imposed by APH. Without limiting the generality of the conditions which APH may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the APH.

2.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to APH and shall comply with any terms and conditions subsequently prescribed by APH resulting from the disclosure.

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the APH without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by APH to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, APH may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the APH to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 3 – PERFORMANCE BY SUPPLIER

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from APH.

3.02 Performance Warranty

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of APH, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the APH in a rectification notice.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the APH, any access to or use of APH property, technology or information that is not necessary for the performance of its contractual obligations with the APH is strictly prohibited. The Supplier further acknowledges that APH may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to APH

During the Term, the Supplier shall advise APH promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 Condonation Not a Waiver

Any failure by APH to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the APH of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.06 Changes By Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.07 Supplier to Comply With Reasonable Change Requests

APH may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify APH and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

Where a change request includes an increase in the scope of the previously contemplated Deliverables, APH shall set out, in its change request, the proposed prices for the contemplated changes. Where the rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between APH and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.09 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to APH on a non-exclusive basis. APH makes no representation regarding the volume of goods and services required under the Contract. APH reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of APH, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any

proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.11 APH Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of APH and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the APH or any other obligations of the Supplier at law or in equity.

ARTICLE 4 – PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

APH shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the Supplier shall provide APH with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the APH; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the APH, identified as separate items;
- (b) APH shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that APH rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by APH to substantiate the billing statement;
- (c) each billing statement is subject to the approval of the APH before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
- (d) APH may make payments under the Contract by way of Cheque issued by the APH.

and any subparagraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 Hold Back or Set Off

The APH may hold back payment or set off against payment if, in the opinion of APH acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by APH under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 Withholding Tax

APH shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

4.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist APH in conducting audits of the operations of the Supplier to verify (a) and (b) above. APH shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 5 – CONFIDENTIALITY AND PRIVACY

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of APH. APH may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the APH without the prior written consent of the APH. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the APH.

All proposals will be received in confidence subject to the disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act (the 'Act'). Please identify any portions of your proposal that you believe constitute a trade secret or scientific, technical, commercial, financial or labour relations information that, if disclosed to any other person, would harm your competitive position. Generally, only specific portions of your proposal should be identified. If you have any questions regarding the Act please contact the Municipal Freedom of Information and Privacy Coordinator.

5.02 Project Confidential Information

Supplier agrees to sign a Confidentiality and Indemnity Agreement in favour of each Participant prior to collecting Project Confidential Information. During and following the Term, the Supplier shall: (a) keep all Project Confidential Information confidential and secure and implement reasonable safeguards; (b) limit the use of Project Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such Confidential Information; (c) not directly or indirectly disclose, destroy, exploit or use any Project Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the APH and (ii) in respect of any Project Confidential Information about any third-party, the written consent of such third-party; (d) provide Project Confidential Information to APH on demand; and (e) return all Project Confidential Information to the APH before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier shall not copy any Project Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to APH or to any third-party to whom APH owes a duty of confidence, and that the injury to APH or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that APH is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Project Confidential Information, the Supplier will provide APH with prompt notice to that effect in order to allow APH to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with APH and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of

Project Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for APH) that such Project Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Project Confidential Information subject to those terms and conditions.

5.06 Compliance with Privacy Laws

The Supplier and APH acknowledge and agree that MFIPPA does apply to APH. It is acknowledged that APH may be required to supply information relating to the Project to an institution as that term is defined under MFIPPA, and that such information may be subject to disclosure as required by law. The Supplier shall at all times comply with applicable provisions of all privacy laws which are now, or at any time in the future become applicable to the Supplier or Project Confidential Information.

5.07 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 APH Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by APH to the Supplier shall remain the sole property of APH.

6.02 No Use of Name or Insignia

The Supplier shall not use any insignia, logo or name of APH, except where required to provide the Deliverables, and only if it has received the prior written permission of APH.

6.03 Ownership of Intellectual Property

APH shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of APH and APH accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the APH all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the APH a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by APH.

6.04 Presumption Governing Ownership

The presumption governing the Contract shall be that APH shall be the sole owner of any Intellectual Property in any form contained in any of the Deliverables. If the Supplier's Intellectual Property forms any part of the Deliverables, the Supplier shall notify APH as such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property. In the absence of any such notice the presumption shall remain that APH is the sole owner of any Intellectual Property contained in the Deliverables.

6.05 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to APH, including each Client, a perpetual, world wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of APH or a Client.

6.06 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of APH to modify, further develop or otherwise use the Deliverables in any way that APH deems necessary, or that would prevent APH from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived. The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties for any third-party intellectual property breach as outlined in section 7.01.

6.08 Assurances Regarding Moral Rights

At the request of APH, at any time or from time to time, the Supplier shall execute and agrees to cause its of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of APH, such waiver to be in the form set out in Schedule 2, and which waiver may be invoked without restriction by any person authorized by APH to use the Deliverables. The Supplier shall deliver such written waiver(s) to APH within 10 Business Days of the receipt of the request from APH.

6.09 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to APH under the Contract in the following form:

"© APH, [insert year of publication]."

6.10 Further Assurances Regarding Copyright

At the request of the APH, at any time or from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute a written assignment of copyright in the applicable Deliverable(s) to the APH. The Supplier shall deliver such written assignment(s) to the APH within 10 Business Days of the receipt of the request from APH. The Supplier shall assist APH in preparing any Canadian copyright registration that the APH considers appropriate. The Supplier will obtain or execute any other document reasonably required by the APH to protect the Intellectual Property of APH.

6.11 APH May Prescribe Further Compliance

APH reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.12 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury, intellectual property breach and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the APH, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 **Supplier's Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence, products and completed operations aggregate. The policy is to include the following:
- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.B. Coverage" is required)
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$5,000,000 per claim and in the annual aggregate.

7.03 **Proof of Insurance**

The Supplier shall provide APH with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by APH, and renewal replacements on or before the expiry of any such insurance. Upon the request of APH, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains the same insurance coverages required of the Supplier under the Agreement and that the APH is named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 **Proof of W.S.I.A. Coverage**

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIB coverage to the APH prior to the execution of the Agreement by APH. In addition, the Supplier shall, from time to time at the request of APH, provide additional WSIB clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which APH shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by APH in connection therewith.

7.05

Supplier Participation in Proceedings

The Supplier shall, at its expense, to the extent requested by APH, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. APH may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the APH under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Supplier shall enter into no settlement unless it has obtained the prior written approval of APH. If the Supplier is requested by APH to participate in or conduct the defence of any such Proceeding, APH agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If APH conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist APH to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Contract.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 **Immediate Termination of Contract**

APH may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between APH and Supplier) of the Agreement;
- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the APH;
- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the APH; or
- (g) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, APH may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to APH. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, APH may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow APH to immediately terminate the Contract.

8.03 **Termination on Notice**

APH reserves the right to terminate the Contract, without cause, upon fifteen (15) calendar day's prior notice to the Supplier.

8.04 **Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of APH, provide APH with any completed or partially completed Deliverables;

- (b) provide APH with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by APH pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by APH to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by APH, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This paragraph shall survive any termination of the Contract.

8.05 Supplier's Payment Upon Termination

On termination of the Contract, APH shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, APH may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.06 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of APH under the Contract, at law or in equity.

8.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the APH exercises its option to extend the Contract for a period of up to the duration of the original term, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by APH giving notice to the Supplier not less than fifteen (15) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

APH

Signature: _____
 Name: _____
 Title: _____
 Date of
 Signature: _____

[Supplier]

Signature: _____
 Name: _____
 Title: _____
 Date of
 Signature: _____

I have authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables

[To be completed after selection of the successful Proponent]

- A. DESCRIPTION OF DELIVERABLES**
- A.1 Project Objective**
- A.2 Background**
- A.3 Deliverables**
- A.4 Schedule or Time Lines or Milestones**
- A.5 Reporting Requirements**

APPENDIX B – FORM OF OFFER
(Mandatory Form – Envelope “1”)

Each Proposal must include this form completed and signed by the Proponent.

To: Algoma Public Health

1. Proponent Information

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

(b) Any other relevant name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is governed is:

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

(e) Whether the Proponent 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:

Signature of Agency Official

Name of Agency Official

I have the authority to bind the Proponent

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the Rates set out in the Rated Bid Form.

3. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal and Mark the Envelopes as such	Yes, Enclosed
Appendix A – Form of Agreement	Envelope 1	
Appendix B – Form of Offer	Envelope 1	
Appendix C – Rate Bid Form	Envelope 2	
Appendix E – Reference Form	Envelope 1	
Appendix F – Return Label	Affix to sealed Envelope which contains sealed Envelopes "1" and "2".	

4. Rates

The Proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out in **Appendix C – Rate Bid Form**.

5. Addenda

The Proponent is deemed to have read and accepted all addenda issued by the Purchaser prior to the Deadline for issuing Addenda. The onus remains on Proponents to make any necessary amendments to their Proposals based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None":

6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 120 Days following the Proposal Submission Deadline.

7. Conflict of Interest or Unfair Advantage

Prior to completing this portion of the Form of Offer, Proponents should refer to the definition of Conflict of Interest and Unfair Advantage set out in section 3.6.1 and section 4.2.1.

If the box below is left blank, the Proponent will be deemed to declare that: (1) there was no Conflict of Interest or Unfair Advantage in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest or Unfair Advantage in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

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

If the Proponent declares an actual or potential Conflict of Interest or Unfair Advantage by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Proposal; **AND** (b) were employees of APH and have ceased that employment prior to the Proposal Submission Deadline:

Name of Individual:
Position:
Last Date of Employment with APH
Name of Last Supervisor with APH
Brief Description of Individual's Job Functions (at last position with APH)
Brief Description of Nature of Individual's Participation in Preparation of Proposal:

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide APH with additional information from each individual identified above in the form prescribed by APH.

8. Disclosure of Information

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

9. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario).

10. Execution of Agreement

The Proponent understands that in the event its Proposal is selected by the Purchaser, in whole or in part, the Proponent agrees to finalize and execute the Agreement in the form set out in Appendix A to the RFP in accordance with the terms of the RFP.

APPENDIX C – RATE BID FORM
(Mandatory Form – Envelope “2”)

Contract Number: P2017-02-01

EMPLOYEE ASSISTANCE PROGRAM

Instructions

- Proponents must not amend this Form in any way other than by providing the requested information.
- No other fees or charges are payable for the Deliverables other than those set out on this Form.
- Where a Deliverable is not available, insert '0' or 'N/A (denoting not applicable) in the space provided. Your Proposal may be disqualified if a price category is left blank.
- Prices must be inclusive of all applicable taxes and/or duties.
- All Proponents should refer to and review the applicable sections in the RFP before responding.
- See sections 3.3 and 4.2.1 for additional instructions.

RATES	
PRICE (including hours)	
Price Breakdown	\$
HST	\$
Contract Total	\$

Please Note: Contract Total must be all inclusive. The Price Breakdown must be provided to allow for APH to understand where costs are allocated for this project including disbursements, incidentals and administration and any other costs not specifically outlined. (Please provide any supporting documentation on a separate form.)

Proposal Submitted By: _____
(Legal Name of Proponent submitting this Proposal)

per: _____
(Printed Name of Officer)

(Original Signature)
I / We have the authority to bind the Proponent.

APPENDIX D – RATED REQUIREMENTS (DELIVERABLES)

MANDATORY REQUIREMENTS	
Any Proposal that fails to satisfy the Mandatory Requirement shall not be accorded any points or evaluated further	
<p><u>Accreditation</u> At closing time, the Proponent is to be accredited, as an EAP Provider, by Council on Accreditation (COA). Proponent is asked to provide a copy of the formal accreditation notice from the Council on Accreditation (COA) to support this mandatory requirement is met. The Purchaser reserves the right to confirm accreditation.</p> <p><u>Minimum Agency Qualifications</u> The Proponent/Agency shall have a minimum of ten (10) years previous experience and possess resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.</p>	
EVALUATION CRITERIA	Maximum Attainable Points
Part I: Qualifications, Confidentiality and Expertise	15
<ul style="list-style-type: none"> ▪ Proponent has relevant experience providing EAP services to organizations of similar size and scope. Proponent is to provide the following details for their three (3) most relevant client companies (similar scope, size and complexity) within the last seven (7) years of service: name of organization, contact person's name and contact information, details of the service provided including scope and size. The Purchaser, at its own discretion, may contact any of the references provided by the Proponent to confirm details of the service provided. ▪ Provide detailed information on any additional services deliverables you offer; in addition to the mainstream counselling portion of the program that are included in the cost of the core EAP. Describe any additional EAP services and materials your organization offers outside of the core program and indicate costs for these services. ▪ Outline in detail a list of various services available to employees and workplace health programs. ▪ Describe what organizational consultation services are available which fall in the role and expertise of an EAP and support the human resource development efforts within an organization. <p><u>Professional Qualifications</u></p> <ul style="list-style-type: none"> ▪ Proponent provides details outlining staff qualifications (curriculum vitae) and any existing internal policies regarding professional requirements which meet the standards. ▪ Masters level in appropriate field preferred with applicable clinical licence minimum acceptable level for clinical services. 	
Part II: Clinical Access, Intervention, Intake, Short-Term Counselling and Workplace Assistance	55
<p>I. 24-Hour Telephone Access, Intervention, and Intake</p> <ul style="list-style-type: none"> ▪ Proponent is to provide evidence to support/address the following: <ul style="list-style-type: none"> ▪ Professional EAP counselling staff provide live, immediate telephone counselling 24-hours/day, seven (7) days a week, 365 days a year. ▪ A toll-free 24-hour telephone access and intake system. ▪ Ability to provide crisis counselling and emergency triage by qualified counsellors who are available 24 hours/day; and suicide intervention protocols as evidenced by adherence to relevant best practices. ▪ Outline the availability of a combination of different service delivery channels including office visits, phone and web-based technologies. 	

MANDATORY REQUIREMENTS

Any Proposal that fails to satisfy the Mandatory Requirement shall not be accorded any points or evaluated further

- Outline the security of each of these electronic services.
- Ability to support mobile support services. Describe the services along with the mobile platforms that are supported.
- Outline the technological capabilities in terms of Live Chat Counselling.

Appointments

- Proponent's plan demonstrates their ability to meet the minimum service timeframes for scheduling of appointments by providing standards/procedures to support these requirements:
- Appointments are available within five (5) days; and
- Crisis/emergency appointments are available same day.

Languages

- Proponent's plan demonstrates their ability to provide services in English and French.

II. Short Term Counselling

Proponent's plan demonstrates their ability to provide services covering a wide range of areas:

- List all services and qualified key personnel responsible for each specialized service.
- In-Person counselling as the primary delivery mode; telephone and e-counselling should be available to those who may be interested in these other delivery modes of counselling.

Proponent demonstrates ability to satisfy the requirement of suitable office.

III. Workplace Assistance

Support

- Proponent demonstrates their ability to provide managerial/organizational training and support by providing the following information:
 - description of the manager resources available
 - training materials available

Critical Incidents

- Proponent demonstrates ability to provide onsite critical incident support as needed including group and/or individual supports. These interventions will include, but are not limited to, debriefings, and counselling.

Workshops

- Sample descriptions for different one-hour workshops to support the personal wellbeing and performance of employees that demonstrate the Proponent's ability to provide valuable information on relevant topics.
- Identify various formats (in-class, webinar, etc.) of workshops. Identify any price difference of formats. Access to all workshop/general seminar materials including presentation material and archived webinars.

Online Tools

- Proponent is to provide full access to their website that includes health/wellbeing information and resources such as online health and wellness training/education materials, self-assessments and screening tools, and any additional enhancements offered at no additional cost to the Purchaser. Website accessibility available through such options as personal computers, smart phones, and tablets.

MANDATORY REQUIREMENTS	
Any Proposal that fails to satisfy the Mandatory Requirement shall not be accorded any points or evaluated further	
Part III: Account Management including Communication and Reporting	20
<p><u>Account Management and Communications</u></p> <ul style="list-style-type: none"> Proponent demonstrates and identifies proposed Account Manager(s), Alternate Account Manager(s) and other staff involved in account management and communications. <p><u>Marketing</u></p> <ul style="list-style-type: none"> Proponent's plan demonstrates ability to successfully transition and promote EAP services through a communication strategy for initial and ongoing communications and marketing materials. Resources may include print and electronic materials for awareness campaign at no additional cost. Cover expenses of one awareness campaign upon award of contract. Sample communications and marketing materials are visually appealing, have appropriate content, written in clear language, and effective in promoting services. No additional billing for EAP representatives' travel related expenses, for example, for facilitating information sessions and workshops at one of the Purchaser sites. <p><u>Affiliates</u></p> <ul style="list-style-type: none"> Proponent's plan demonstrates a monitoring process to ensure an adequate network of local EAP affiliates and other contracted providers by supplying a listing of local providers. <p><u>Account Reporting</u></p> <ul style="list-style-type: none"> Proponent submits a sample of various report(s), to satisfy the requirements which are easy to understand and visually appealing. Identify frequency of which reports are being generated. Identify feasibility of ad hoc reports as requested by APH. Describe how reports would be accessible (e-mail, online, other). Describe how confidentiality and the protection of privacy is ensured in reporting. 	
Part IV: Quality Improvement and Evaluation	10
<ul style="list-style-type: none"> Proponent provides details of relevant policies and outlines processes to demonstrate appropriate quality assurance. Outline the evaluation process used to measure client satisfaction. Detail the frequency at which the Purchaser can expect to receive the results of this feedback. Identify complaint resolution process and reporting procedure. Describe the technique and/or tools used to evaluate the success of an EAP (e.g., Program Strengths and Gaps, Proposed Recommendations and an EAP logic model) 	
TOTAL SCORE	100
BENCHMARK	75

APPENDIX E – REFERENCE FORM

(Mandatory Form – Envelope “1”)

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser’s for which the Proponent has provided the same or similar deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent’s experience and or ability to provide the services required and described in its Proposal by checking the Proponent’s references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent’s scores in the rated requirements (deliverables) based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent’s answers to the rated requirements (deliverables) and the results of the reference check.

Reference #1

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

Reference #2

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

Reference #3

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

APPENDIX F – RETURN LABEL
(Mandatory Form – On the Main Sealed Envelope)

(containing sealed Envelope “1” and “2”)

Please cut and firmly affix this label to the front of your envelope containing your Proposal.
Algoma Public Health cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with this instruction.

✂

From: _____

Address: _____

RFP DOCUMENTS
ATTN SUZANNE IRWIN
MANAGER OF CORPORATE SERVICES AND FACILITIES
ALGOMA PUBLIC HEALTH
294 WILLOW AVENUE
SAULT STE MARIE ON P6B 0A9

CONTRACT: P2017-02-01

DESCRIPTION: EMPLOYEE ASSISTANCE PROGRAM

CLOSING: 2:00 P.M., LOCAL TIME, FRIDAY, MARCH 10, 2017

*Clearly label and enclose both sealed Envelopes (1 and 2) within this package.

For Health Unit Use Only:

Date and Time Received: _____

Received By: _____

✂

ENVELOPE #1 – Technical Information

CONTRACT: P2017-02-01

DESCRIPTION: EMPLOYEE ASSISTANCE PROGRAM

CLOSING: 2:00 P.M., LOCAL TIME, FRIDAY, MARCH 10, 2017

Proof showing Accreditation from Council on Accreditation (COA) Minimum Agency Qualifications	Envelope 1
Appendix A – Form of Agreement	Envelope 1
Appendix B – Form of Offer	Envelope 1
Appendix E – Reference Form	Envelope 1

✂



ENVELOPE #2 – Pricing Information

CONTRACT: P2017-02-01

DESCRIPTION: EMPLOYEE ASSISTANCE PROGRAM

CLOSING: 2:00 P.M., LOCAL TIME, FRIDAY, MARCH 10, 2017

Appendix C – Rate Bid Form

Envelope 2

