



Algoma
PUBLIC HEALTH
Santé publique Algoma

Algoma Public Health

Request for Proposals

For

Strategic Planning Design and Facilitator Services

Request for Proposal Number: [\[P2019-02-01\]](#)

Request for Proposal Issued On: [\[Thursday, February 28, 2019\]](#)

Proposal Submission Deadline: 2:00:00 p.m. on [\[Thursday, March 21, 2019\]](#)
Local Time in [\[Sault Ste. Marie\]](#), Ontario, Canada

TABLE OF CONTENTS

PART 1 – INTRODUCTION.....	1
1.1 Invitation to Proponents	1
1.2 RFP Not Tender.....	1
1.3 Background and General Information	1
1.4 Key Event Dates	1
1.5 Type of Agreement for Deliverables.....	1
1.6 Definitions	2
PART 2 – INSTRUCTIONS TO PROPONENTS/DELIVERABLES	3
2.1 Bid Format and Content	3
2.2 Project Scope and Deliverables	3
2.3 Performance.....	4
PART 3 – EVALUATION OF PROPOSALS	5
3.1 Stages of Proposal Evaluation	5
3.1.1 Stage I – Review of Mandatory Requirements	5
3.1.2 Stage II – Rated Requirements (Deliverables)	5
3.1.3 Stage III – Fees and Costs Breakdown	5
3.1.4 Stage IV – Cumulative Score.....	5
3.1.5 Stage V – Tie Break	5
3.2 Review of Mandatory Requirements (Pass/Fail)	5
3.2.1 Form of Offer – Appendix B (Mandatory Form).....	6
3.2.2 Fees and Costs Breakdown Form – Appendix C – (Mandatory Form)	6
3.2.3 Proof of Insurance and WSIB Coverage.....	7
3.2.4 Occupational Health and Safety Act.....	7
3.3 Evaluation of Rated Requirements (Deliverables)	7
3.3.1 Rated Requirements (Deliverables)	7
3.4 Fees and Costs	8
3.5 Cumulative Score.....	8
3.6 Tie Break Process.....	8
3.7 Discussions with Preferred Proponent	8
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS	9
4.1 General Information and Instructions/Applicability	9
4.1.1 RFP Timetable	9
4.1.2 Proponents to Follow Instructions.....	9
4.1.3 Purchasers Information in RFP Only an Estimate	9
4.1.4 Proponent’s Costs	9
4.2 Communication after RFP Issuance	10
4.2.1 RFP Coordinator Contact Information.....	10
4.2.2 Proponents to Review RFP.....	10
4.2.3 Proponent to Notify	10
4.2.4 All New Information to Proponents by way of Addenda	11
4.3 Proposal Submission Requirements	11
4.3.1 General	11
4.3.2 Proposal Submission Requirements	11
4.3.3 Other Proposal Considerations	12
4.3.4 Proposal Receipt by Purchaser	12
4.3.5 Withdrawal of Proposal	12
4.3.6 Amendment of Proposal	12
4.3.7 Completeness of Proposal	12
4.3.8 Proponent’s Proposals Retained by Purchaser	13
4.3.9 Proposal Irrevocability	13
4.3.10 Acceptance of RFP.....	13
4.3.11 Amendments to Proposals	13
4.3.12 Proposals will not be Opened Publicly	13
4.3.13 Clarification of Proponent’s Proposals.....	13
4.3.14 Verification of Information.....	13
4.3.15 Proposal Acceptance.....	14
4.3.16 RFP Incorporated into Proposal	14
4.3.17 No Guarantee of Volume of Work or Exclusivity of Agreement.....	14
4.3.18 Substantial Compliance.....	14
4.3.19 No Publicity or Promotion	14
4.4 Execution of Agreement, Notification and Debriefing	14
4.4.1 Selection of Proponent.....	14
4.4.2 Failure to Enter Into Agreement.....	14

4.4.3	Notification to Other Proponents of Outcome of RFP Process	14
4.4.4	Award of the Agreement	14
4.4.5	Term of the Agreement.....	15
4.4.6	Debriefing	15
4.4.7	Bid Dispute Resolution.....	15
4.5	Prohibited Communications, Confidential Information and MFIPPA.....	15
4.5.1	Confidential Information of the Purchaser	15
4.5.2	Confidential Information of the Proponent	15
4.5.3	Proponent's Submission	16
4.5.4	Non-Disclosure Agreement	16
4.5.5	Municipal Freedom of Information and Protection of Privacy Act.....	16
4.5.6	Competition Act	16
4.6	Reserved Rights and Governing Law of the Purchaser	16
4.6.1	General	16
4.6.2	Rights of the Purchaser – Preferred Proponent.....	17
4.6.3	No Liability	17
4.6.4	Entire RFP	18
4.6.5	Priority of Documents	18
4.6.6	Governing Law	18
APPENDIX A – FORM OF AGREEMENT		19
APPENDIX B – FORM OF OFFER		25
APPENDIX C – FEES AND COSTS BREAKDOWN FORM		28
APPENDIX D – RATED REQUIREMENTS (DELIVERABLES)		29
APPENDIX E – REFERENCE FORM		30
APPENDIX F – RETURN LABEL		31
APPENDIX G – BACKGROUND INFO		32

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to prospective Proponents to submit Proposals from consultants interested in designing and facilitating a strategic planning process that will result in a 2020-2025 Community Vision/Strategic Action Plan as further described in [Part 2 – Instructions to Proponents/Deliverables \(the “Deliverables”\)](#). If you are interested and able to meet these requirements, we would welcome a bid. This RFP will set forth any evaluation criteria in determining service acceptability. It will require the submission of references and other information.

1.2 RFP Not Tender

This RFP is not a tender call. This RFP does not commit the Purchaser in any way to select a Preferred Proponent to proceed to negotiations for an Agreement, or to award any Agreement. The Purchaser reserves the complete right to, at any time, reject all Proposals and to terminate this RFP process. This RFP is not intended to create, and should not be construed as creating, contractual relations between the Purchaser and any Proponent. Furthermore, should the Purchaser, in its sole discretion decide not to award a contract under this RFP, the Purchaser may create a new RFP on the same subject as this RFP. The Evaluation Team will review and make a decision based on a weighted point system considering experience in the sector, plan to meet the proposed outcomes and best overall value. For more information refer to section [4.6.1 General](#).

1.3 Background and General Information

Algoma Public Health

Algoma Public Health (the “Purchaser”) 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.

The Purchaser 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. The Purchaser has an enriched public health practice environment that fosters research, ongoing education, and the development of innovative programs and services. The Purchaser is funded by local and provincial governments.

For more information read the full [Algoma Public Health Strategic Plan](#). Further context is provided in [Appendix G – Background Info](#).

1.4 Key Event Dates

Refer to the RFP Timetable listed in section [4.1.1 RFP Timetable](#) which is set forth for informational and planning purposes; however, the Purchaser reserves the right to change the dates.

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 – Form of Agreement](#) 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.

1.6 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 any working day, Monday to Friday inclusive between the hours of 8:30 a.m. to 4:30 p.m., excluding statutory and other holidays, as defined in the Employment Standards Act (Ontario) and any other day which the Purchaser has elected to be closed for business.

This agreement recognizes the following statutory holidays:

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

"Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement with the Purchaser, 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 Preferred Proponent, under the Agreement, and includes everything that is necessary to be supplied, done or delivered by the Preferred Proponent.

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

"Engagement" means the state of being engaged; greatly interested; committed.

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

"Fees and Costs Breakdown Form" means the form contained in [Appendix C](#) of this RFP.

"Form of Agreement" means the contract in accordance with this Proposal Request and which is eventually revised and executed between the Purchaser and the Preferred Proponent.

"Mission" – A mission statement describes what we do, for whom, and for what benefit.

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

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

"Proposal" means all of the documentation and information submitted by a Proponent in response to the RFP 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.

"Request for Proposal" or **"RFP"** means this Request for Proposal number **P2019-02-01** issued by the Purchaser for the purchase of the Services, and all addenda thereto.

"RFP Coordinator" means the individual identified in section [4.2.1 RFP Coordinator Contact Information](#).

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

"Stakeholders" means a person, group or organization that is affected by a course of action.

"Strategic Directions" – Identify what must be done in order to fulfill our vision and accomplish our mission. Strategic directions are areas of emphasis that are critical to making progress for the organization as a whole. Strategic directions enhance our existing commitment to delivering our programs and services and working with partners, clients and communities to respond to emerging issues.

"Strategic Planning" means a process that identifies priorities that are essential to the organization's purpose and appropriate for its environment.

"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.

"Vision" – A vision statement describes the desired or preferred future.

"Values and Guiding Principles" – Values are statements of beliefs about how an organization will operate. Guiding principles provide specification of what our values will look like in practice. Our values and guiding principles are fundamental to achieving our mission and vision.

[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 Project Scope and Deliverables

Strategic Action Plan

The Purchaser would like to form a vision that encapsulates where we want to go over the next five years. The strategic action plan will outline how we get there.

The plan should represent our commitment to our communities, our partners and each other. It should have extensive input and consultation and reflect who we are and what we do to serve our communities. It should be the 'road map' by which our organization makes choices that will move toward the desired future. The plan needs to be clear about why we exist, what we want to become in the future, how we will get there and what choices we will need to make about where we spend our time and resources.

Guidelines for Proposal Content:

The Proponent will provide a proposal outlining the methodology towards the development of a community vision/strategic action plan for the Purchaser including how it would utilize the Board, staff, district community partners and stakeholders in the planning process.

The scope of work should be presented in a conceptual, high-level format, with the understanding that the actual scope of work will be refined after consultant selection. The executive team will work with the selected consultant to design the strategic planning process that aligns with the Purchaser's Board and staff resource and time constraints. Together the Preferred Proponent and the executive team will discuss details of the strategic planning process, schedule of activities and selection of background information.

The Purchaser is requesting a proposal for services based on the following specifications:

1. Review of the current strategic plan, mission, vision, values and guiding principles;
2. Profile and situational assessment (assessment of current state and key matters facing the Purchaser);
3. By engaging the Board, staff, community partners, stakeholders and the community at large, set strategic goals and priorities ("the road map") for the next five (5) years; and the
4. Creation of implementation tools and performance metrics for the Purchaser to use.

Desired Strategic Planning Outcomes:

1. Revision and update of organizational mission, vision, values and guiding principles, strategic goals and priorities and outcome measures.
2. Creation of a community outreach framework to establish effective engagement with the Board, staff and district partners and stakeholders within the Algoma community.
3. Development of strategic areas of focus and priorities for 2020–2025 including measurable goals for each priority. The development of the strategic plan should:
 - i. Include representation from the community outreach framework into the planning process,
 - ii. Take into consideration the feasibility of the strategic goals and priorities and outcome measures given internal resources and
 - iii. Recognize capabilities to enable proactive responses to growth opportunities; and
 - iv. Take into consideration a strategy to increase community awareness of our programs and services to clients thereby strengthening our efforts to focus on promoting population health and public health awareness across Algoma.
4. Establish tools to assess progress toward achieving the Purchaser's goals (i.e., key performance indicators, measurable outcomes, etc.)
5. Produce two final reports, one detailed report to be used as an internal document that outlines the Strategic Plan in full as well as an external document to be shared with stakeholders and the public as communicating the Purchaser's Strategic Direction.

2.3 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.

[End of Part 2]

PART 3 – 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 scope of Work. 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.

3.1 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	Fees and Costs
Stage IV	Cumulative Score
Stage V	Tie Break

3.1.1 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.

3.1.2 Stage II – Rated Requirements (Deliverables)

Stage II will consist of a scoring, by the Purchaser, of each Eligible 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 [3.3.1 Rated Requirements \(Deliverables\)](#), 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 [3.1.4 Stage IV – Cumulative Score](#) below as it relates to reference checks.

3.1.3 Stage III – Fees and Costs Breakdown

Stage III will consist of an evaluation and scoring of fees and costs submitted by Proponents as set out in [Appendix C – Fees and Costs Breakdown Bid Form](#).

3.1.4 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.

3.1.5 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 section [3.1.3 Stage III – Fees and Costs Breakdown](#) as the Preferred Proponent.

3.2 Review of Mandatory Requirements (Pass/Fail)

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

Appendix	Title of Appendix or Proof
Minimum Proponent Qualification	Be a firm which has a minimum of five (5) years of previous experience and possess resources to perform the type, magnitude, and quality of Work described in the Deliverables.
Appendix A	Form of Agreement
Appendix B	Form of Offer
Appendix C	Fees and Costs Breakdown Form
Appendix D	Rated Requirements (Deliverables)
Appendix E	Reference Form
Appendix F	Return Label
Appendix G	Background Info

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.

3.2.1 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.

3.2.2 Fees and Costs Breakdown Form – Appendix C – (Mandatory Form)

The Fees and Costs Breakdown Form, completed by the Proponent in accordance with the instructions contained below and in [Appendix C – Fees and Costs Breakdown Form](#), 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 [Appendix C – Fees and Costs Breakdown Form](#) may be disqualified.

3.2.3 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 \$2,000,000 per occurrence. Refer to Article 5.01 in the [Appendix A – Form of Agreement](#). 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 Agreement.

3.2.4 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, licensed and certified, as required to perform the Work.

3.3 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 [3.3.1 Rated Requirements \(Deliverables\)](#) 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.

3.3.1 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; and
- be provided in the same sequential order as set out below.

[Appendix D – Rated Requirements \(Deliverables\)](#) 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 1:	Experience and Qualifications of Firm	15
Part 2:	Experience and Qualifications of Personnel	20
Part 3:	Proposed Methodology, Approach & Implementation Plan (including Value Added Services)	45
Part 4:	Implementation and Evaluation Support	20
	TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS (DELIVERBLES):	100

3.4 Fees and Costs

Only at the completion of all rated requirements (Deliverables) for all Eligible Proposals will the envelope containing [Appendix C – Fees and Costs Breakdown Form](#) be opened.

3.5 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.

3.6 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.

3.7 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 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 **ten (10) 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 the Purchaser's 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 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions/Applicability

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

4.1.1 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)	[Thursday, February 28, 2019]
Proponent Deadline for Clarifying Questions by Email:	[Friday, March 8, 2019]
Response to Proponent's Questions Deadline for Issuing Final Addenda:	[Tuesday, March 12, 2019]
RFP Submission Deadline:	2:00pm EST. on [Thursday, March 21, 2019]
Anticipated Date for Selection of Preferred Proponent will be made:	[Thursday, April 4, 2019]

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

Purchaser may change the RFP timetable at 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](http://www.algomapublichealth.com). 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.

4.1.2 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.

4.1.3 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.

4.1.4 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; and
- any discussion and/or negotiation, if any, in respect of the Agreement.

The Purchaser shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

4.2 Communication after RFP Issuance

4.2.1 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 Operations
- Email: sirwin@algomapublichealth.com

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from the 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; and
- any elected official of any level of government, including any advisor to any elected official.

4.2.2 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 and
- answer similar questions from various Proponents only once.

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

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.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in section [4.2.2 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 [4.2.2 Proponents to Review RFP](#) were present with respect to the RFP; and
- claim that the Purchaser is responsible for any of the circumstances listed in section [4.2.2 Proponents to Review RFP](#) of this RFP.

4.2.4 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 Biddingo 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.

4.3 Proposal Submission Requirements

4.3.1 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. The Proponent will be contacted by the Purchaser regarding late submission and Proponent’s package will be left unopened and filed. 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.

4.3.2 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 – Fees and Costs Breakdown Form](#);
- three (3) photocopies of the Proposal including all Appendices except [Appendix C – Fees and Costs Breakdown Form](#); and
- 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 – Fees and Costs Breakdown Form](#); and
- three (3) photocopies of [Appendix C – Fees and Costs Breakdown 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.

4.3.3 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 – Rated Requirements \(Deliverables\)](#) and the Proposal should be complete in all respects;
- adhere to the Proposal format requirements described above; and
- respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 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.

4.3.5 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.

4.3.6 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.

4.3.7 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 service.

4.3.8 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.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in section [4.3.5 Withdrawal of Proposal](#), a Proposal shall be irrevocable by the Proponent for (120) Days from the Proposal Submission Deadline.

4.3.10 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.

4.3.11 Amendments to Proposals

Subject to section [4.1.1 RFP Timetable](#) and section [4.2.4 All New Information to Proponents by way of Addenda](#), 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.

4.3.12 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.

4.3.13 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.

4.3.14 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 Operations via email. The Proponent making such request will be solely responsible for its timely receipt by the Manager of Operations. Replies to such notices may be made in the form of an addendum to the solicitation.

4.3.15 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.

4.3.16 RFP Incorporated into Proposal

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

4.3.17 No Guarantee of Volume of Work or Exclusivity of Agreement

The Purchaser makes no guarantee of the value or volume of Work to be assigned to the Preferred Proponent. The Agreement, if any, executed with the Preferred Proponent will not be an exclusive Agreement 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.

4.3.18 Substantial Compliance

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

4.3.19 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 from 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.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 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.

4.4.2 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 **five (5) 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.

4.4.3 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.

4.4.4 Award of the Agreement

It is the Purchaser's intention to recommend the award of the Agreement to the Proponent who met the Benchmarks as set out in [Appendix D – Rated Requirements \(Deliverables\)](#) and has the lowest compliant Total Agreement Price in [Appendix C – Fees and Costs Breakdown Form](#). For more information refer to section [3.7 Discussions with Preferred Proponent](#).

4.4.5 Term of the Agreement

The term of the Agreement will be for a one-year period. The term of the Agreement shall commence **April 4, 2019 to March 31, 2020**. The term of the Agreement may be extended by the Purchaser at the sole discretion of the Purchaser. There is no obligation on the Purchaser to extend the Agreement. Should the Purchaser decide to extend the Agreement, such extension shall be based on the same terms and conditions of the original Agreement, including price.

The Purchaser reserves the right to terminate the Agreement, without cause, upon **fifteen (15) Business Days** prior notice to the Preferred Proponent.

4.4.6 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.

4.4.7 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.

4.5 Prohibited Communications, Confidential Information and MFIPPA

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Non-Disclosure Agreement

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

4.5.5 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.

4.5.6 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](#).

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 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 [4.3.14 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 an Agreement with the Purchaser, or has otherwise failed to perform such Agreement to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a Agreement 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;
- select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser; and
- 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.

4.6.2 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.

4.6.3 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 Agreement, 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.

4.6.4 Entire RFP

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

4.6.5 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.

4.6.6 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.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT INDEX

Article 1 – Interpretation and General Provisions

- 1.01 Defined Terms
- 1.02 No Indemnities from the Purchaser
- 1.03 Entire Agreement
- 1.04 Severability
- 1.05 Force Majeure
- 1.06 Notices by Prescribed Means
- 1.07 Governing Law

Article 2 – Nature of Relationship between the Purchaser and the Preferred Proponent

- 2.01 Preferred Proponent's Power to Contract
- 2.02 Representatives May Bind Parties
- 2.03 Preferred Proponent Not a Partner, Agent or Employee
- 2.04 Responsibility of Preferred Proponent
- 2.05 No Subcontracting or Assignment
- 2.06 Duty to Disclose Change of Control
- 2.07 Conflict of Interest
- 2.08 Contract Binding

Article 3 – Performance by the Preferred Proponent

- 3.01 Commencement of Performance
- 3.02 Performance Warranty
- 3.03 Use and Access Restrictions
- 3.04 Notification by Preferred Proponent to the Purchaser
- 3.05 Condonation Not a Waiver
- 3.06 Changes by Written Amendment Only

- 3.07 Preferred Proponent to Comply with Reasonable Change Requests
- 3.08 Pricing for Requested Changes
- 3.09 Non-Exclusive Contract, Work Volumes
- 3.10 Performance by Specified Individuals Only
- 3.11 Purchaser Rights and Remedies & Preferred Proponent Obligations Not Limited to Contract

Article 4 – Payment for Performance and Audit

- 4.01 Payment According to Contract Rates
- 4.02 Default Billing and Payment Process
- 4.03 Hold Back or Set Off
- 4.04 No Expenses or Additional Charges
- 4.05 Payment of Taxes and Duties
- 4.06 Withholding Tax
- 4.07 Interest on Late Payment
- 4.08 Document Retention and Audit

Article 5 – Indemnity and Insurance

- 5.01 Preferred Proponent Indemnity
- 5.02 Preferred Proponent's Insurance
- 5.03 Proof of Insurance
- 5.04 Proof of W.S.I.A. Coverage

Article 6 – Termination, Expiry and Extension

- 6.01 Immediate Termination of Contract
- 6.02 Dispute Resolution by Rectification Notice
- 6.03 Termination on Notice
- 6.04 Termination for Withdrawal of Funding
- 6.05 Preferred Proponent's Obligations on Termination
- 6.06 Preferred Proponent's Payment upon Termination
- 6.07 Termination in Addition to other Rights
- 6.08 Expiry and Extension of Contract

APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT (the "Agreement"), made in duplicate, for an **[Strategic Planning Design and Facilitator Services]** is effective as of the **[April 4, 2019 to March 31, 2020]**

BETWEEN:

Algoma Public Health
(also known as "the Purchaser")

AND:

[*LEGAL NAME OF PREFERRED PROPONENT*]

(referred to as the "the Preferred Proponent")

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:

"Business Day" or **"Business Days"** means any working day, Monday to Friday inclusive between the hours of 8:30 a.m. to 4:30 p.m., excluding statutory and other holidays, as defined in the Employment Standards Act (Ontario) and any other day which the Purchaser has elected to be closed for business;

This agreement recognizes the following statutory holidays:

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

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

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

"Expiry Date" means **[March 31, 2020]** 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 the Purchaser;

"The Purchaser's Representative" means:

Suzanne Irwin
Manager of Operations
Telephone No.: (705)541-7115
Facsimile No.: (705)541-7344
Email: sirwin@algomapublichealth.com

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

"The Preferred Proponent's Address" and **"The Preferred Proponent's Representative"** mean:

Contact Name: [\[Preferred Proponent TO ENTER\]](#)
Address: [\[Preferred Proponent TO ENTER\]](#)
Telephone: [\[Preferred Proponent TO ENTER\]](#)
Fax: [\[Preferred Proponent TO ENTER\]](#)
Email: [\[Preferred Proponent TO ENTER\]](#)

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

"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 Agreement or the Deliverables or any part of them;

"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 Agreement in accordance with its terms;

1.02 No Indemnities from the Purchaser

Notwithstanding anything else in the Agreement, any express or implied reference to the Purchaser 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 Purchaser, 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 Agreement 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 Agreement, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, 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.

APPENDIX A – FORM OF AGREEMENT

1.05 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement 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 Agreement 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 Agreement 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 Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

1.06 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 Purchaser's Address to the attention of the Purchaser's Representative and to the Preferred Proponent's Address to the attention of the Preferred Proponent's 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.

1.07 Governing Law

The Agreement 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 THE PURCHASER AND PREFERRED PROPONENT

2.01 Preferred Proponent's Power to Contract

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

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 Preferred Proponent Not a Partner, Agent or Employee

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

2.04 Responsibility of the Preferred Proponent

The Preferred Proponent agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors and shall indemnify the Purchaser in accordance with section [5.01 Preferred Proponent Indemnity](#). This paragraph is in addition to any and all of the Preferred Proponent's liabilities under the Agreement and under the general application of law. The Preferred Proponent shall advise these individuals and entities of their obligations under the Agreement and shall ensure their compliance with the applicable terms of the Agreement. In addition to any other liabilities of the Agreement pursuant to the Agreement or otherwise at law or in equity, the Preferred Proponent shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Agreement.

2.05 No Subcontracting or Assignment

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

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

The Preferred Proponent shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Purchaser 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 the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may immediately terminate the Agreement upon giving notice to the Preferred Proponent where: (a) the Preferred Proponent fails to disclose an actual or potential Conflict of Interest; (b) the Preferred Proponent fails to comply with any requirements prescribed by the Purchaser to resolve a Conflict of Interest; or (c) the Preferred Proponent's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Agreement.

2.08 Contract Binding

The Agreement 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 PREFERRED PROPONENT

3.01 Commencement of Performance

The Preferred Proponent shall commence performance upon receipt of written instructions from the Purchaser.

3.02 Performance Warranty

The Preferred Proponent 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 Agreement; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Preferred Proponent shall forthwith make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

3.03 Use and Access Restrictions

The Preferred Proponent acknowledges that unless it obtains specific written preauthorization from the Purchaser, any access to or use of the Purchaser's property, technology or information that is not necessary for the performance of its contractual obligations with the Purchaser is strictly prohibited. The Preferred Proponent further acknowledges that the Purchaser may monitor the Preferred Proponent to ensure

APPENDIX A – FORM OF AGREEMENT

compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Preferred Proponent.

3.04 Notification by Preferred Proponent to the Purchaser

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

3.05 Condonation Not a Waiver

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

3.06 Changes By Written Amendment Only

Any changes to the Agreement 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 Preferred Proponent to Comply With Reasonable Change Requests

The Purchaser may, in writing, request changes to the Agreement, which may include altering, adding to, or deleting any of the Deliverables. The Preferred Proponent shall comply with all reasonable change requests and the performance of such request shall be in accordance with the terms and conditions of the Agreement. If the Preferred Proponent is unable to comply with the change request, it shall promptly notify the Purchaser 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, the Purchaser 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 Preferred Proponent 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 the Purchaser and the Preferred Proponent 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.

It is important to note that the substitution of Work does not necessarily mean an increase of Work.

3.09 Non-Exclusive Contract, Work Volumes

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

3.10 Performance by Specified Individuals Only

The Preferred Proponent agrees that to the extent that specific individuals are named in the Agreement as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Agreement. The Preferred Proponent shall not replace or substitute any of the individuals named in the Agreement without the prior written approval of the Purchaser, which may not arbitrarily or unreasonably be withheld. Should the Preferred Proponent require the substitution or replacement of any of the individuals named in the Agreement, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Agreement. The Preferred Proponent shall not claim fees for any replacement individual greater than the Rates established under the Agreement.

3.11 Purchaser Rights and Remedies and Preferred Proponents Obligations Not Limited to Contract

The express rights and remedies of the Purchaser and obligations of the Preferred Proponent set out in the Agreement are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Preferred Proponent at law or in equity.

ARTICLE 4 – PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

The Purchaser shall, subject to the Preferred Proponent's compliance with the provisions of the Agreement, pay the Preferred Proponent for the Deliverables provided at the Rates established under the Agreement.

4.02 Default Billing and Payment Process

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

(a) the Preferred Proponent shall provide the Purchaser 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 Agreement by the Purchaser; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Purchaser, identified as separate items;

(b) the Purchaser shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Purchaser rejects the billing statement, it shall so advise the Preferred Proponent promptly in writing and the Preferred Proponent shall provide additional information as required by the Purchaser to substantiate the billing statement;

(c) each billing statement is subject to the approval of the Purchaser before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and

(d) the Purchaser may make payments under the Agreement by way of Cheque issued by the Purchaser; and

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

4.03 Hold Back or Set Off

The Purchaser may hold back payment or set off against payment if, in the opinion of the Purchaser acting reasonably, the Preferred Proponent has failed to comply with any requirements of the Agreement.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by the Purchaser under the Agreement to the Preferred Proponent other than the Rates established under the Agreement.

4.05 Payment of Taxes and Duties

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

4.06 Withholding Tax

The Purchaser shall withhold any applicable tax from amounts due and owing to the Preferred Proponent 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 Agreement.

APPENDIX A – FORM OF AGREEMENT

4.07 Document Retention and Audit

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

ARTICLE 5 – INDEMNITY AND INSURANCE

5.01 Preferred Proponent Indemnity

The Preferred Proponent 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 Preferred Proponent, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Preferred Proponent's obligations under, or otherwise in connection with, the Agreement. The Preferred Proponent 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 organization, including, without limitation, the Purchaser, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Agreement.

5.02 Preferred Proponent's Insurance

The Preferred Proponent 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 Preferred Proponent 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 \$2,000,000 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 Preferred Proponent'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.

5.03 Proof of Insurance

The Preferred Proponent shall provide the Purchaser 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 the Purchaser, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Purchaser, a copy of each insurance policy shall be made available to it. The Preferred Proponent shall ensure that each of its subcontractors obtains the same insurance coverages required of the Preferred Proponent under the Agreement and that the Purchaser 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.

5.04 Proof of W.S.I.A. Coverage

If the Preferred Proponent is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIB coverage to the Purchaser prior to the execution of the Agreement by the Purchaser. In addition, the Preferred Proponent shall, from time to time at the request of the Purchaser, provide additional WSIB clearance certificates. The Preferred Proponent 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 the Purchaser shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement 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 Preferred Proponent or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Preferred Proponent pursuant to the Agreement together with all costs incurred by the Purchaser in connection therewith.

ARTICLE 6 – TERMINATION, EXPIRY AND EXTENSION

6.01 Immediate Termination of Agreement

The Purchaser may immediately terminate the Agreement upon giving notice to the Preferred Proponent where:

(a) the Preferred Proponent is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Preferred Proponent's insolvency;

(b) the Preferred Proponent breaches any provision in Article 5 of the Agreement;

(c) the Preferred Proponent breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between the Purchaser and Preferred Proponent) of the Agreement;

(d) the Preferred Proponent, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser;

(e) the Preferred Proponent undergoes a change in control which adversely affects the Preferred Proponent's ability to satisfy some or all of its obligations under the Agreement;

(f) the Preferred Proponent subcontracts for the provision of part or all of the Deliverables or assigns the Agreement without first obtaining the written approval of the Purchaser; or

(g) the Preferred Proponent'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.

6.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Preferred Proponent fails to comply with any of its obligations under the Agreement, the Purchaser may issue a rectification notice to the Preferred Proponent setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Preferred Proponent shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Preferred Proponent fails to either comply with that rectification notice or provide a satisfactory

APPENDIX A – FORM OF AGREEMENT

rectification plan, the Purchaser may immediately terminate the Agreement. Where the Preferred Proponent has been given a prior rectification notice, the same subsequent type of non-compliance by the Preferred Proponent shall allow the Purchaser to immediately terminate the Agreement.

6.03 Termination on Notice

The Purchaser reserves the right to terminate the Agreement, without cause, upon fifteen (15) Business Days prior notice to the Preferred Proponent.

6.04 Preferred Proponent's Obligations on Termination

On termination of the Agreement, the Preferred Proponent shall, in addition to its other obligations under the Agreement and at law:

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

This paragraph shall survive any termination of the Agreement.

6.05 Preferred Proponent's Payment Upon Termination

On termination of the Agreement, the Purchaser shall only be responsible for the payment of the Deliverables provided under the Agreement up to and including the effective date of any termination. Termination shall not relieve the Preferred Proponent 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, the Purchaser may hold back payment or set off against any payments owed if the Preferred Proponent fails to comply with its obligations on termination.

6.06 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 the Purchaser under the Agreement, at law or in equity.

6.07 Expiry and Extension of Agreement

The Agreement shall expire on the original Expiry Date, unless the Purchaser exercises its option to extend the Agreement for a period of up to two (2) years, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Agreement, excepting the option to renew. The option shall be exercisable by the Purchaser giving notice to the Preferred Proponent 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.

The Purchaser

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

[The Preferred Proponent]

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

I have authority to bind the Preferred Proponent.

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 Fees and Costs set out in the Fees and Costs Breakdown 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 – Fees and Costs Breakdown Form	Envelope 2	
Appendix D – Rated Requirements (Deliverables)	Envelope 1	
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 Fees and Costs in accordance with the instructions in the RFP and in the form set out in [Appendix C – Fees and Costs Breakdown 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 the Proponent to make any necessary amendments to their Proposal 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 was 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 [4.6.1 General](#) and section [3.2.1 Form of Offer – Appendix B \(Mandatory Form\)](#).

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 the Purchaser and have ceased that employment prior to the Proposal Submission Deadline:

Name of Individual:
Position:
Last Date of Employment with the Purchaser
Name of Last Supervisor with the Purchaser
Brief Description of Individual's Job Functions (at last position with the Purchaser)
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 the Purchaser with additional information from each individual identified above in the form prescribed by the Purchaser.

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, agrees to carry insurance as outlined in [Appendix A – Form of Agreement](#). The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) prior to the execution of the Agreement by the Purchaser.

10. Execution of Agreement

The Proponent understands that in the event its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement in the form set out in [Appendix A – Form of Agreement](#) to the RFP in accordance with the terms of the RFP.

APPENDIX C – FEES AND COSTS BREAKDOWN FORM

(Mandatory Form – Envelope “2”)

The Proponent should use **Appendix C – Fees and Costs Breakdown Form**.

The price component (in Canadian dollars) of this RFP will be evaluated based on the **TOTAL COST**.

Identify those tasks in the scope of Work that are associated with developing the strategic plan and apply the total billing rate for each project member to determine the project cost. Please identify detailed costs for anticipated meetings.

Prior to submitting and by signing this page of the RFP, the Proponent certifies that he/she is familiar with the scope of Work and is able to perform the required Work as referenced in the Deliverables.

Proponent’s Legal Name: _____

FEES AND COSTS BREAKDOWN					
	<u>Activity</u>	<u>Staff</u>	<u>Billing Rate</u>	<u>Hours</u>	<u>Project Cost</u>
1	<i>Project Kick-off</i>		\$		\$
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
_____ (Original Signature) I / We have the authority to bind the Proponent.				<i>Total Fees</i>	\$
				<i>H.S.T.</i>	\$
				<i>Total Cost</i>	\$

APPENDIX D – RATED REQUIREMENTS (DELIVERABLES)				
(Mandatory Form – Envelope “1”)				
RFP Reference:		Legal Name of Proponent:		
Minimum Proponent Qualifications The Preferred Proponent shall be an established firm which has a minimum of five (5) years of previous experience and possess resources as herein specified to perform the type, magnitude, and quality of work described.			YES	NO
EVALUATION CRITERIA (Proposals should be prepared in a straightforward manner to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.)			Maximum Attainable Points	
Part 1: Experience and Qualifications of Firm				
<ul style="list-style-type: none">• Include a firm profile describing relevant experience and Work of comparable size and complexity.• Provide detailed information on the number of years in business and general specifications of the firm e.g., financial stability, age/size and human resource capacity.• Provide examples of projects completed by the firm in the health or public health sector and experiences in engaging internal and external stakeholders.			15	
Part 2: Experience and Qualifications of Personnel				
<ul style="list-style-type: none">• Identify each person who will work on the project and identify his or her role. Also provide a resume for each member, their qualifications, relevant experience and references.• Provide indication of availability during the project period.			20	
Part 3: Proposed Methodology, Approach and Implementation Plan (including Value Added Services)				
<p>1. Describe your understanding of the scope of Work by preparing a methodology (<i>start-up plan or road map</i>) which includes timelines and contingencies that best describes key elements of the approach that would be employed in undertaking this assignment.</p> <p>(The methodology does not need to be very detailed, but must contain enough information to indicate a sound understanding of the needs of the Purchaser and provide the evaluators with step-by-step procedures and a schedule of transition activities which indicate how to meet the needs. As well, provide examples of creative solutions your firm has come up with on similar past projects.)</p> <p>Scope of Work (collectively, the “Work”) for this project and within the response, the Proponent must describe:</p> <ul style="list-style-type: none">i) An understanding of public health and how it relates to the delivery of the Desired Strategic Planning Outcomes as described above. Proposals must demonstrate that the Proponent understands the nature of the assignment and the needs of the Evaluation Team with respect to this undertaking.ii) Past experience working with similar inclusive organizations including previous successful projects of the same magnitude and complexity that have been completed. (Include examples of public facilitation and engagement experiences.)iii) The methods/philosophy that will be used to facilitate the strategic planning process. (The Proponent shall demonstrate that they have the necessary foresight and ingenuity to approach this task with innovative ideas and is prepared to view the project from its broadest perspective to ensure that the end solution is of the best long term value to the Purchaser. Include examples of strategic planning techniques/tools used to help an organization identify strengths, weaknesses, opportunities, and threats.)iv) How the planning results will be captured/reported. The Preferred Proponent shall fulfill the above criteria as well as show that they are capable of successfully accomplishing projects on time and on budget. (Include a timetable for completing the assignment within the timeframe.)v) What the Proponent will require from the Purchaser and the strategic plan participants in terms of time, resources and input; andvi) Specify how value added services, product of innovation that the Purchaser and this project would benefit from selecting this Proponent.			45	
Part 4: Implementation and Evaluation Support				
<ul style="list-style-type: none">1. Outline a plan that will assist the Purchaser to manage performance. Describe a communication strategy to rollout to the entire organization. Establish a schedule for regular progress reviews.2. Establish tools to assess progress toward achieving the Purchaser’s goals (i.e., key performance indicators, measurable outcomes to monitor, etc.).			20	
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.
The Purchaser 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 OPERATIONS
ALGOMA PUBLIC HEALTH
294 WILLOW AVENUE
SAULT STE MARIE ON P6B 0A9

AGREEMENT: P2019-02-01

DESCRIPTION: STRATEGIC PLANNING DESIGN AND FACILITATOR SERVICES

CLOSING: 2:00:00 P.M., LOCAL TIME, THURSDAY, MARCH 21, 2019

*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

AGREEMENT: P2019-02-01

DESCRIPTION: STRATEGIC PLANNING DESIGN AND FACILITATOR SERVICES

CLOSING: 2:00:00 P.M., LOCAL TIME, THURSDAY, MARCH 21, 2019

Minimum Proponent Qualifications – Response Required	Envelope 1
Appendix A – Form of Agreement	Envelope 1
Appendix B – Form of Offer	Envelope 1
Appendix D – Rated Requirements (Deliverables)	Envelope 1
Appendix E – Reference Form	Envelope 1

✂

ENVELOPE #2 – Pricing Information

AGREEMENT: P2019-02-01

DESCRIPTION: STRATEGIC PLANNING DESIGN AND FACILITATOR SERVICES

CLOSING: 2:00:00 P.M., LOCAL TIME, THURSDAY, MARCH 21, 2019

Appendix C – Fees and Costs Breakdown Form	Envelope 2
--	------------

✂

APPENDIX G – BACKGROUND INFO

Algoma Public Health Strategic Planning — Background for Prospective Proponents

The time is right: organizational readiness for strategic planning

- Since January 2017, Algoma Public Health has been under the stable leadership of a full-time Medical Officer of Health, following a two-year period of transition and extensive renewal in organizational leadership and governance.
- APH's management and teams completed a reorganization in 2018 and public health teams are now aligned to the modernized Ontario Public Health Standards.
- Following successful negotiations in 2018, multi-year collective agreements are in place for all unionized employees.
- As of January 2019, the current Board of Health is comprised of both returning and newly appointed municipal and provincial representatives.

A new strategy is needed: responding to the public health realities in Algoma communities

- Compared to Ontario, the general health status of Algoma communities is marked by lower life expectancy, higher all-cause mortality, and higher infant mortality.
- Within Algoma, there is stark inequity in how the health of the population has changed in the past 15-20 years. Premature death rates have improved in people of higher socioeconomic status, but worsened in people of lower socioeconomic status.
- Many of Algoma's major, longstanding health burdens, such as tobacco-related harms and hepatitis C infection, are preventable and amenable to evidence-informed public health action.

External context: advancing local public health in the midst of health system change

- Health system transformation continues to remain high on the agenda of provincial policy makers, in the context of managing health spending and improving value-for money in the health care sector (e.g. the Patients First: Action Plan for Health Care under the previous Ontario Liberal government, and the report and ongoing work of the Premier's Council on Improving Healthcare and Ending Hallway Medicine under the current Conservative government). Although health care services tend to be the main focus of these initiatives, major system changes can impact local public health in fundamental ways, including governance, funding, and legislated service mandate.
- At the local level, northern Ontario municipalities in Algoma are partners in the funding and delivery of both health services and services that impact the social determinants of health. Municipalities also face ongoing challenges related to rising health costs. Following the municipal elections of 2018, APH continues to build and strengthen its municipal partnerships toward the creation of supportive environments and healthy public policies in local communities.
- Federal policy direction on evolving issues continues to impact the scope of local public health work, from cannabis legalization, to the new Canada's Food Guide, to climate change. Local public health professionals must readily adapt to optimize existing operations and implement new programs and services as needed.
- Recent federal and provincial commitment to Indigenous health, consistent with the calls to action of the Truth and Reconciliation Commission of Canada, have included initiating a process of Indigenous health transformation with the Anishinabek Nation. This and other ongoing developments in Indigenous health will continue to shape APH's OPHS mandate to engage and build meaningful and collaborative partnerships with Indigenous communities and organizations.

Internal context: investment in workforce development and organizational culture

- Effectively responding to the public health challenges of Algoma communities while navigating a changing external landscape requires significant capacity building with respect to the core competencies of public health, including management and leadership competencies. Given the public health human resource challenges within the northern Ontario setting, there is internal recognition of the opportunity to combine improved recruitment and retention efforts with strategic capacity development within APH's existing workforce.
- Following a period of time of considerable internal change, APH management and staff have committed to rebuilding and strengthening relationships internally and recognize the need to invest in creating a positive organizational culture.