



Algoma
PUBLIC HEALTH
Santé publique Algoma

Algoma Public Health

Request for Proposals for Snowplowing

Request for Proposal Number: [\[P2024-08-23\]](#)

Request for Proposal Issued On: [\[Friday, August 23, 2024\]](#)

Proposal Submission Deadline: 2:00:00pm on [\[Friday, September 13, 2024\]](#)
Local Time in [\[Sault Ste. Marie\]](#), Ontario, Canada

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PART 1 – GENERAL REQUIREMENTS

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to qualified Canadian-based Proponents to submit Proposals for the provision of Snowplowing (“Services”) to support Algoma Public Health (APH) at 294 Willow Avenue in Sault Ste. Marie for the season 2024–2027. A more complete description of the Services sought is provided in [Part 2 – Instructions to Proponents](#). If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria in determining product or service acceptability. It will require the submission of references and other information.

1.2 RFP Not Tender

This RFP is not a tender call. This RFP does not commit the health unit in any way to select a Preferred Proponent to proceed to negotiations for an Agreement, or to award any Agreement. APH 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 APH and any Proponent. Furthermore, should APH, in its sole discretion decide not to award a contract under this RFP, APH may create a new RFP on the same subject as this RFP. The Evaluation Team will review and decide 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

APH is a public health agency committed to improving health and reducing social inequalities in health through evidence-informed practice. We work with individuals, families, and community partners to promote health, 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, childcare and educational settings, homes, health care settings and community spaces. We have an office in Sault Ste. Marie and three offices in the Algoma district: Blind River, Elliot Lake and Wawa. Our geographic location spans over 49,000 square kilometers encompassing approximately 113,000 people. The area includes White River to Spanish. We have a staff of approximately 160 employees who deliver the [Ontario Public Health Standards](#).

1.4 Inspection of Premises

Proponents are invited to inspect the site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Proponent from the necessity of furnishing and installing, without additional cost to Purchaser, any materials and equipment or performing any labor that may be required to carry out the intent of the contract. Refer to the drawing of the parking lots/sidewalks below.

1.5 Key Event Dates

Refer to the RFP Timetable listed in [section 3.1.1](#) which is set forth for informational and planning purposes; however, APH reserves the right to change the dates.

1.6 Objectives

APH is seeking to satisfy the following objectives in issuing the RFP.

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

1.7 Type of Agreement

The Preferred Proponent shall be required to enter into an Agreement (“Agreement”) substantially in the form of the Agreement.

The Term of the Agreement is intended to be for a period of **three (3) years**, with an option in favour of APH to extend the Term of the Agreement on the same terms and conditions for up to **one (1) additional year**.

1.8 Proponent Consortium Information

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

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

1.9 Definitions

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

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

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

"Business Day" or **"Business Days"** means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

"Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

"Days" means calendar days.

"Deliverables" means all Services and work to be provided or performed by the 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.

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

"Force Majeure Events" are typically defined as certain acts, events, or circumstances beyond the control of the parties that prevent or delay the performance of contractual obligations. Other examples include governmental or societal actions such as war, invasion, civil unrest, labor strikes, and energy blackouts. Infrastructure failures such as transportation disruptions may also qualify as force majeure events. In the context of the COVID-19 pandemic, epidemics and pandemics like COVID-19 may also be considered force majeure events.

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

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

"Preferred Proponent" means the Proponent(s) that APH has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

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

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

"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.

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

"Request for Proposals" or **"RFP"** means this Request for Proposals issued by APH for the purchase of the Services, and all addenda thereto.

"RFP Coordinator" means the individual identified in [section 3.2.1](#).

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

"Short-Listing" a process that limits the number of Proponents that are allowed to continue into the final evaluation step (i.e., Interview, Presentation, References, etc.) based on their preliminary score.

"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 APH and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

[End of Part 1]

PART 2 – INSTRUCTIONS TO PROPONENTS

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. APH 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

For APH 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 for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

2.2 RFP Objective and Scope of Services

[Location: 294 Willow Avenue, Sault Ste. Marie, ON \(view from Google Earth\)](#)

This work will commence upon the first snowfall and/or at the first sign of beginning to ice. Due to the nature of this work, APH makes no representations of the number of occurrences required during the season but holds the Preferred Proponent accountable to perform at those levels.

The logging and documentation of services performed on APH facility property will be maintained by the Proponent including daily recording of all site visits, dates, times and services provided. This must be emailed to the Manager of Support Services monthly.

1. The scope of work for snowplowing will entail a statement of objectives where the expectation is set.
 - a. Staking ahead to identify catch basins.
 - b. Plowing at 2-inches (i.e., parking lots, road areas, sidewalks, bike area and entranceways.) including removing soft snow before the colder temperatures set in and cause the surfaces to become irregular and freeze the soft snow.
 - c. Removing any blown snow drifts from entranceways/sidewalks.
 - d. De-icing when conditions are slick as well as removing chunks of ice from thaws near entranceways, sidewalks and catch and drain basins to eliminate ponding issues.
 - e. Removing snow to provide continual access to the fire hydrant, gas lines and drop off area for recycling bins.
 - f. Road scraping when rutting becomes too much. *(Typically, this work begins in late winter and early spring in preparation of spring thaw and run-off. Depending on the winter conditions, when temperatures are mild, this work may be needed earlier.)*
 - g. Following a major snowfall, ensuring there continues to be unobstructed sight lines at all the intersections.
 - h. Performing a number of site visits. There should be at a minimum of two (2) site visits per day, preferably one in the morning and one near mid-day for each day that brings snowfalls and for each day in the month of March. When storm advisories are forecasted, site visits will need to be increased to three (3) per day. As well, periodic communication/updates with the Manager of Operations or designate is a must on storm days.
2. Pricing per occurrence and seasonal is required for the parking lots, clearing walkways, bike area and entranceways. The parking lots, walkways and entranceways are to be plowed/cleared after **two (2) inches of snow fall** – Monday to Saturday **(six (6) Days a week)**. APH may request, only as required, plowing on Sunday mornings as well. Plowing is to be conducted between the hours of **5:30 a.m. and 7:30 a.m.** The Proponent is to ensure plowing is completed **by 7:30 a.m. during weekdays.**
3. In preventing incidents from occurring, the spreading of sand/salt mix is to be used regularly on parking lots, walkways and access points to the building throughout snowfall and/or icing conditions, if necessary and as needed. For access points to the building, we request an environmental product. Experience has shown that Zep – Antarctica is non-slip and works well in preserving porcelain, bamboo and cork floors. Consideration will be given to alternatives of comparable value, but a demonstration may be requested. Submit complete specifications for any substitute offered.
4. At times during heavy snowfalls, APH, may request additional clearing of walkways, entranceways or adding additional sand to parking lot inclines, as required. The Proponent will return and/or must respond and be on-site within **one (1) hour** of the request by Manager of Support Services or designate.
5. When snowfall has stopped, the roadways will be completely cleared from “curb to curb”. It is necessary for all snow drifts and piles to be moved off blacktop areas. All doors, access points and walkways are to be kept clear at all times. The fire hydrant, gas line area, recycling bin drop off area, catch and drain basins and intersections must all be cleared from snow and ice.
6. At the end of the season, sweeping of the parking lots will be required which includes raking sand and the removal of debris from the lawn; this to be done in its entirety in the month of May. If in the beginning of May snow still exists, only the bulk of the sand from all parking lots needs to be removed. Closer to the third week of May, the final sweep of all parking lots can be performed. Arrangements for when sweeping will occur must be discussed ahead of time with APH.

7. The Proponent accepts responsibility to make good/repair damages caused to curbing and/or other structures by their snowplowing equipment. Upon award of contract, Proponent must visit the site to review the current state of the parking lot and curbs in advance of first snowplowing.
8. The Proponent shall be knowledgeable of and abide by the provisions of all legislative enactments, by-laws and regulations in regard to safety in the province of Ontario.
9. A site inspection is recommended prior to submitting an RFP for this work.
10. The Proponent will ensure that the parking lot entranceways are clear of snow and ice at the end of each plowing occurrence. Required level of service, as stated in the RFP, may be altered by APH's contact at their sole discretion.
11. Plowed snow from the parking lot may be stored in designated areas (confirm location with APH contact). Snow removal for APH property will only be on an as-requested basis and the Proponent must provide his own snow dumping area. Pricing on an hourly basis for removal of accumulated snow is required. The hourly rate is to be based on the use of one (1) loader, and two (2) tandem or tri-axle trucks complete with snow boards on the boxes.
12. It is the responsibility of the Preferred Proponent to ensure that all sub-contractors employed during the commission of work on this contract have also complied with the requirements of APH prior to starting onsite work.
13. A site plan of the parking lot is attached.

2.3 Force Majeure

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

2.4 Harmonized Sales Tax (HST)

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

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

2.5 Payment Terms

The Preferred Proponent shall provide:

- i. Monthly invoices for Services to be submitted via email to: ap@algomapublichealth.com; and
- ii. APH's standard payment terms of net **thirty (30) Days** from date of invoice.

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

2.6 Performance

APH 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 the Agreement unconditionally.

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

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions/Applicability

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

3.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
Issue Date of RFP: RFP is listed at Biddingo and Algoma Public Health website (www.algomapublichealth.com)	[Friday, August 23, 2024]
Proponent Deadline for Questions by Email:	[Friday, August 30, 2024]
Response to Proponent's Questions Deadline for Issuing Final Addenda:	[Friday, September 6, 2024]
Proposal Submission Deadline:	2:00pm on [Friday, September 13, 2024]
Anticipated Date for Notification:	[Thursday, October 23, 2024]

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

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

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

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

3.1.3 Proponents to Follow Instructions

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

3.1.4 APH's Information in RFP Only an Estimate

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

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

3.1.5 Proponent's Costs

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

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

3.2 Communication after RFP Issuance

3.2.1 RFP Coordinator Contact Information

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

- Name: **Christina Luukkonen**
- Title: **Manager of Support Services**
- Email: cluukkonen@algotmapublichealth.com

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

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

3.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities.
- 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, APH will set out the question(s), but without identifying the Proponent that submitted the question(s) and APH may, in its sole discretion:

- Edit the question(s) for clarity.

- Exclude questions that are either unclear or inappropriate.
- Answer similar questions from various Proponents only once.

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

No such communications are to be directed to anyone other than RFP Coordinator. APH 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. APH shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.2.3 Proponent to Notify

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

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in [section 3.2.2](#) were present with respect to the RFP
- Claim that APH is responsible for any of the circumstances listed in section 3.2.2 of this RFP.

3.2.4 All New Information to Proponents by way of Addenda

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

If APH, 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 [APH 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 APH.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by APH. 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.

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

3.3 Proposal Submission Requirements

3.3.1 General

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

The bid documents must be sent by email to the RFP Coordinators' email address.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Each Proponent is responsible for the delivery of its Proposal.

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

3.3.2 Proposal Submission Requirements

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

Proposals should be submitted in accordance with the instructions set out in this RFP **and completed** without delineations or alterations. Proposals submitted in any other manner may be subject to disqualification.

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

- **Email 1 – Technical Information for RFP, reference number and name of contract:**
 - supporting documents showing proof of mandatory requirements.
 - all Appendices except [Appendix C – Rate Bid Form](#). No details of costs or rates are to be included in this part of the Proposal.

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

- **Email 2 – Pricing Information for RFP, reference number and name of contact:**
 - [Appendix C – Rate Bid Form](#).

Both emails need to be received by the RFP Coordinator by **2:00 p.m. on Friday, September 2024.**

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

3.3.3 Other Proposal Considerations

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

- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in [Appendix D – Rated Requirements \(Deliverables\)](#) and the Proposal should be complete in all respects.

3.3.4 Proposal Receipt by APH

Every Proposal received will receive an email confirmation from the RFP Coordinator.

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

3.3.5 Withdrawal of Proposal

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

3.3.6 Amendment of Proposal

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

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

APH has no obligation to return amended Proposals.

3.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all the components required to use and/or manage the Services have been identified in its Proposal or will be provided to APH 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 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 APH from obtaining the best possible supply or service.

3.3.8 Proponent's Proposals Retained by APH

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

3.3.9 Proposal Irrevocability

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

3.3.10 Acceptance of RFP

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

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

3.3.11 Amendments to Proposals

Subject to [section 3.1.1 RFP Timetable](#) and section [3.2.4 All New Information to Proponents by way of Addenda](#), APH shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

3.3.12 Proposals will not be Opened Publicly

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

APH 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 APH and will not be returned except in the case of a late bid.

3.3.13 Clarification of Proponent's Proposals

APH 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.

APH 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 APH from a Proponent in response to a request for clarification from APH may be considered to form an integral part of the Proponent's Proposal, in APH's sole discretion.

3.3.14 Verification of Information

The Proponent shall co-operate in the verification of information and is deemed to consent to APH 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 RFP Coordinator via email. The Proponent making such request will be solely responsible for its timely receipt by the RFP Coordinator. Replies to such notices may be made in the form of an addendum to the solicitation.

3.3.15 Proposal Acceptance

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

3.3.16 RFP Incorporated into Proposal

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

3.3.17 No Guarantee of Volume of Work or Exclusivity of Agreement

APH 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. APH 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.

3.3.18 Substantial Compliance

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

3.3.19 No Publicity or Promotion

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

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, APH shall be entitled to take all reasonable steps as may be deemed necessary by APH, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent

APH anticipates that the Preferred Proponent will be selected **by October 23, 2024**. Notice of selection by APH 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 APH and may be waived by APH at its sole discretion.

3.4.2 Failure to Enter Into Agreement

In addition to all of APH'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, APH may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

3.4.3 Notification to Other Proponents of Outcome of RFP Process

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

3.4.5 Term of the Agreement

The term of the Agreement will be for a three-year period **from November 1, 2024 to October 31, 2027**. The term of the Agreement may be extended by APH at the sole discretion of APH. There is no obligation on APH to extend the Agreement. Should APH decide to extend the Agreement, such extension shall be based on the same terms and conditions of the original Agreement, including price.

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

3.4.4 Debriefing

Not later than **twenty (20) Days** following the Anticipated Date for Selection of Preferred Proponent will be made in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from APH.

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

APH will not disclose submission information from other Proponents.

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

3.4.5 Bid Dispute Resolution

If a Proponent wishes to review the decision of APH 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 APH within **twenty (20) Days** from such a debriefing.

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

A protest in writing shall include the following:

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

3.5 Prohibited Communications, Confidential Information and MFIPPA

3.5.1 Confidential Information of APH

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 APH; and
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.

3.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, APH 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 APH.

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

3.5.3 Proponent's Submission

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

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

3.5.5 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 APH. The confidentiality of such information will be maintained by APH, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

3.5.6 Competition Act

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

3.6 Reserved Rights and Governing Law of APH

3.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, APH 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 APH'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 APH's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in [section 3.3.14 Verification of Information](#).
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with APH impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with APH, or has otherwise failed to perform such contract to the reasonable satisfaction of APH, the Proponent has been charged or convicted of an offence in respect of a contract with APH, 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 APH.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a sub-contractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to APH.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - APH determines it would be in the best interest of APH not to award an Agreement;
 - The Proposal prices exceed the bid prices received by APH for services acquired of a similar nature and previously done work;
 - The Proposal prices exceed the costs APH 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 APH cancels this RFP, APH may do so without providing reasons, and APH 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.
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against APH or is otherwise engaged in a dispute with the APH.
- By submitting a Proposal, the Proponent authorizes the collection by APH of the information identified in this RFP, which APH may request from any third party.

3.6.2 Rights of APH – 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, APH, 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, APH 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.

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

3.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and/or
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if APH commits a material breach of APH's obligations pursuant to this RFP, the APH's liability to the Proponent, and the aggregate amount of damages recoverable against APH for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of APH, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from APH can demonstrate. In no event shall APH be liable to the Proponent for any breach of APH's obligations pursuant to this RFP which does not constitute a material breach thereof.

3.6.4 Protection to Property

The Preferred Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from this Proposal. Any damage done to the surrounding property must be made good to the satisfaction of APH.

3.6.5 Entire RFP

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

3.6.6 Priority of Documents

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

3.6.7 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.

3.6.8 Governing Law

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

3.6.9 Performance

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

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

[End of Part 3]

PART 4 – EVALUATION OF PROPOSALS

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

4.1 Stages of Proposal Evaluation

APH 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
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

4.2 Stage I – Review of Mandatory Requirements

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

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

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

Appendix	Title of Appendix
Minimum Proponent Qualification	Shall be an established company, 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. The Proponent provided proof of a completed contract with a total contract value exceeding \$50,000 with adequate supporting references.
Appendix B	Form Of Offer
Appendix C	Rate Bid Form
Appendix D	Rated Requirements
Appendix E	Reference Form
Appendix F	List of Equipment

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

4.2.2 Form of Offer – Appendix B (Mandatory Forms)

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 APH, the Proponent is found to be in a Conflict of Interest, APH 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 APH discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, APH may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

APH, 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 APH determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

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

4.2.3 Rate Bid Form – Appendix C (Mandatory Form)

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

- 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 pricing.

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

4.2.4 Proof of Insurance and WSIB Coverage

By signing the Form of Offer, the Preferred Proponent must maintain in force during the term of this Agreement Comprehensive general liability insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence for damages for which the Proponent is legally responsible due to bodily injury, including death, or damage to or destruction of property. APH is to be indicated as an additional insured with respect to the provisions of Services by the Proponent.

The Preferred Proponent shall, at its own expense, furnish to APH within 30 days of execution of this Agreement, a copy of a certificate from such insurers attesting that such policies have been issued

with an undertaking that its insurer will not alter in a material way or cancel the policies without giving thirty (30) days prior written notice to APH.

The Preferred Proponent shall provide proof of WSIB Coverage prior to the execution of the Agreement by APH.

4.3 Stage II – Rated Requirements (Deliverables)

Stage II will consist of a scoring, by APH, of each qualified Proposal based on rated requirements (Deliverables).

Rated requirements (Deliverables) will be evaluated and Proponents must achieve the minimum score, as noted in [section 4.3.1 Evaluation of Rated Requirements](#), 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.

4.3.1 Evaluation of Rated Requirements

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 of **75% overall on the rated requirements** 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, APH will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

4.3.2 Rated Requirements

The response to each rated requirement should:

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

Detailed rated requirements for the below components, including sub-point allocation are set out in [Appendix D – Rated Requirements](#).

Rated Requirement Components	Point Allocation
Proponent's Experience, Qualifications and Capabilities	40
Services Requirements	20
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	60

4.4 Stage III – Rates

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in [Appendix C – Rate Bid Form](#).

Only at the completion of all rated requirements for all Eligible Proposals will the envelope containing [Appendix C – Rate Bid form](#) be opened.

4.5 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 APH, the highest scoring Proponent(s) will become the Preferred Proponent and enter discussions to finalize the terms of the Agreement.

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 APH may adjust rated requirements scoring related to the information obtained during the reference check.

4.6 Stage V – Tie Break

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

4.7 Discussions with Preferred Proponent

APH 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.

APH anticipates that the Preferred Proponent will be selected **by October 23, 2024**. Notice of selection by APH to the Preferred Proponent will be in writing by email from the RFP Coordinator. The Proponent may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from APH. This bid will be awarded in its entirety to one (1) Proponent. We reserve the right to make moderate quantity alterations to conform to budget limitations.

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

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

In the event that Services are required prior to November 1st, the Preferred Proponent would include the Services as part of the Agreement.

After identifying the Preferred Proponent, if any, APH 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 APH, as an interim measure.

[End of Part 4]

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APPENDIX A – FORM OF AGREEMENT

(Mandatory Form – Envelope “1”)

THIS AGREEMENT (the “Agreement”), made in duplicate, for an [Snowplowing and Landscaping] is effective as of the [November 1, 2024 to October 31, 2027]

BETWEEN:

Algoma Public Health
(also known as “the APH”)

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 APH has elected to be closed for business;

This agreement recognizes the following statutory holidays:

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

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement with APH, 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 [October 31, 2027] or, if the original term is extended, the final date of the extended term;

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

“**The APH's Representative**” means:

Director of Corporate Services
Telephone No.:
Facsimile No.:
(Email:

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 APH

Notwithstanding anything else in the Agreement, any express or implied reference to APH providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of APH, 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.

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.

APPENDIX A – FORM OF AGREEMENT

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, APH's Address to the attention of APH'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 APH 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 APH 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 APH. The Preferred Proponent shall not hold itself out as an agent, partner or employee of APH. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between APH 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 APH 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 APH and subject to the terms and conditions that may be imposed by APH. Without limiting the generality of the conditions which APH may require prior to consenting to the 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 APH.

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 APH 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 APH without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, APH may immediately terminate the 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 APH 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 APH.

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 APH, are inadequately provided or require corrections, the Preferred Proponent shall forthwith make the necessary corrections at its own expense as specified by APH in a rectification notice.

3.03 Use and Access Restrictions

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

During the Term, the Preferred Proponent shall advise APH 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 APH 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 APH 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

APH 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 APH and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

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

(a) include pricing for the particular type of goods or services contemplated in the change request, the 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 APH 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.

APPENDIX A – FORM OF AGREEMENT

3.09 Non-Exclusive Contract, Work Volumes

The Preferred Proponent acknowledges that it is providing the Deliverables to APH on a non-exclusive basis. APH makes no representation regarding the volume of goods and services required under the Agreement. APH 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 APH, 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 APH 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 APH 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

APH 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 APH with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Agreement by APH; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by APH, identified as separate items;

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

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

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

APH may hold back payment or set off against payment if, in the opinion of APH 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 APH 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

APH 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.

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 APH in conducting audits of the operations of the Preferred Proponent to verify (a) and (b) above. APH 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 whomsoever 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, APH, 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 \$5,000,000 per occurrence, products and completed operations aggregate. The policy is to include the following:

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

APPENDIX A – FORM OF AGREEMENT

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 APH. In addition, the Preferred Proponent shall, from time to time at the request of APH, 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 APH 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 APH in connection therewith.

ARTICLE 6 – TERMINATION, EXPIRY AND EXTENSION

6.01 Immediate Termination of Agreement

APH 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 APH 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 APH;
- (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 APH; 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, APH 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 APH. If the Preferred Proponent fails to either comply with that rectification notice or provide a satisfactory rectification plan, APH 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 APH to immediately terminate the Agreement.

6.03 Termination on Notice

APH reserves the right to terminate the Agreement, without cause, upon fifteen (15) calendar day's 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 APH, provide APH with any completed or partially completed Deliverables;
- (b) provide APH with a report detailing: (i) the current state of the provision of Deliverables by the Preferred Proponent at the date of termination; and (ii) any other information requested by APH pertaining to the provision of the Deliverables and performance of the Agreement;
- (c) execute such documentation as may be required by APH to give effect to the termination of the Agreement; and
- (d) comply with any other instructions provided by APH, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This paragraph shall survive any termination of the Agreement.

6.05 Preferred Proponent's Payment Upon Termination

On termination of the Agreement, APH 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, APH 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 APH 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 APH 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 APH 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.

APH

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 – Email “1”)

1. 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.

2. 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 Emails as such	Yes
Appendix B – Form of Offer	Email 1	
Appendix C – Rate Bid Form	Email 2	
Appendix D – Rated Requirements (Deliverables)	Email 1	
Appendix E – Reference Form	Email 1	

3. 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](#).

4. Addenda

The Proponent is deemed to have read and accepted all addenda issued by APH 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”**:

Number	Date Issued

5. Proposal Irrevocable

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

6. Conflict of Interest or Unfair Advantage

Prior to completing this portion of the Form of Offer, Proponents should refer to the definition of Conflict of Interest and Unfair Advantage set out in [section 3.6.1 General](#) and [section 4.2.2 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 APH and have ceased that employment prior to the Proposal Submission Deadline:

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

(Repeat above for each identified individual)

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

7. 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 APH to APH's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

8. 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 APH.

9. Execution of Agreement

The Proponent understands that in the event its Proposal is selected by APH, 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 – RATE BID FORM

(Mandatory Form – Envelope “2”)

Information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

Refer to [section 2.2 RFP Objective and Scope of Services](#) for a complete outline of deliverables.

ALGOMA PUBLIC HEALTH Snowplowing			
Location: 294 Willow Avenue, Sault Ste. Marie			
Deliverables	Price Per Season 2024/2025	Price Per Season 2025/2026	Price Per Season 2026/2027
Snowplowing and Sanding Clearing Walkways/ Entranceways, Incline	\$	\$	\$
Clearing, and Sweeping Parking Lots in Spring	\$	\$	\$
Additional Item(s): <i>(If applicable)</i>	\$	\$	\$
Sub-Total Yearly Bid	\$	\$	\$
HST (13%)	\$	\$	\$
Total Yearly Bid	\$	\$	\$
Total Three (3) Year Bid	\$		

Additional Items (as needed)	Price Per Occurrence 2024/2025	Price Per Occurrence 2025/2026	Price Per Occurrence 2026/2027
Snowplowing and Sanding Clearing Walkways/ Entranceways, Incline (i.e. Sundays)	\$	\$	\$
Cost of Salt-Zep (Antarctica) Price Per Skid or Pallet	\$	\$	\$
Snow Hauling Cost per Truckload	\$	\$	\$

(Print Company Name)

(Print Name)

(Print Title)

(Signature)

APPENDIX D – RATED REQUIREMENTS

(Mandatory Form – Envelope “1”)

Proponent's Name and Contact Information:

Minimum Proponent Qualification: Shall be an established company, 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. The Proponent provided proof of a completed contract with a total contract value **exceeding \$50,000** with adequate supporting references.

Section	Rated Requirements	Sub-point Allocation	Rated requirement provided (Yes/No)	Provide supporting comments and/or the Proposal page number where the information can be found
1.0	PROPONENT'S EXPERIENCE, QUALIFICATIONS AND CAPABILITIES (40 points) The Proponent should demonstrate, by describing, its experiences, qualifications and capabilities related to the Deliverables set out in this RFP, including:			
1.1	Provide a general description of the Proponent's skills, knowledge, experience, reputation, background, and number of years in business.	5		
1.2	Provide a description of the range of products and services the Proponent proposes to provide.	5		
1.3	Provide an outline explaining the ability to provide product and service in an expedient and efficient manner and the ability to assist the Purchaser in meeting the overall goals of the bid.	5		
1.4	Provide the qualifications and experience of the personnel who will be assigned to provide the services.	5		
1.5	Examples of past relationship with the Purchaser, if any.	5		
1.6	Previous snow plowing and snow removal work experience (including that provided to the Purchaser).	5		
1.7	Vehicle/equipment proposed.	5		
1.8	List completed health and safety programs e.g., the COR (Certificate of Recognition) or any other relevant/equivalent programs.	5		
2.0	Services REQUIREMENTS (20 points) Each Proponent should describe the Services proposed, as set out below:			
2.1	Provide the Proponent's detailed work plan of the services to be provided, including all of the tasks, milestones, and timelines the Proponent proposes to take in order to meet the requirements. Include any value-added services.	10		
2.2	Staffing and operations for this contract, including the use of any sub-contractors to be used.	10		

APPENDIX E – REFERENCES

(Mandatory Form – Envelope “1”)

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

APH, 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.

APH reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements 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 – LIST OF EQUIPMENT
(Mandatory Form – Envelope “1”)

Below is a list of all equipment available for snowplowing operations.

The Proponent must complete the equipment listing attached to this request for quotations detailing the equipment expected to be used in the performance of the requirements of the contract. RFPs submitted in the absence of the completed schedule may not be considered. Suitability of the equipment listed to complete the requirements of the contract will be considered during the evaluation process for quotations submitted.

Description	Year	Make and Model

ALGOMA PUBLIC HEALTH – SNOWPLOWING

