



**Sandy Hill
Community Health Centre**

**Centre de santé
communautaire Côte-de-Sable**

**Request for Proposal (RFP)
Designing and Administering a Sustainable Employee Benefit Plan for
the Sandy Hill Community Health Centre**

RFP No.: 02-BP

Issued: June 13th, 2019

Amended June 27th, 2019

RFP Closing Date: 16:00 p.m. Ottawa time on July 29th, 2019

TABLE OF CONTENTS

1	PART 1 - PROCUREMENT DETAILS	3
1.1	Definitions	3
1.2	Initial Procurement Details	3
1.3	Proposed RFP Schedule.....	3
1.4	Proposed Agreement Dates.....	4
2	PART 2 - CONTENTS OF A COMPLETE BID.....	5
2.1	Structure of Bid	5
2.2	Format of Bid.....	5
3	PART 3 - THE DELIVERABLES	7
3.1	Objectives	7
3.2	Current Benefits Plan Information	8
3.3	Current Coverage:.....	8
3.4	Mandatory Requirements.....	11
3.5	Rated Service Requirements	11
3.6	Costing Requirements.....	12
4	PART 4 - EVALUATIONS	12
4.1	Overview of the Evaluation Process.....	12
4.2	Cumulative Score and Selection of Highest Scoring Bidder.....	13
4.3	Allocation of Points.....	Error! Bookmark not defined.
5	PART 5 - TERMS AND CONDITIONS	15
5.1	Bidder Representations and Warranties	15
5.2	General Instructions and Requirements.....	15
5.3	Communication after Issuance of RFP	17
5.4	Proposal Process Requirements.....	18
5.5	Execution of Agreement, Notification and Debriefing	20
5.6	Reserved Rights and Governing Law.....	23
	APPENDIX A - DEFINITIONS	25
	APPENDIX B.1 - FORM OF OFFER.....	43
	APPENDIX B.2 - MANDATORY ELIGIBILITY REQUIREMENTS FORM	48
	APPENDIX B.3 - REFERENCE FORM.....	49
	APPENDIX B.4 - RATED REQUIREMENTS FORM.....	50
	APPENDIX B.5 - COSTING FORM	53
	APPENDIX B.6 - PROPOSAL SUBMISSION LABEL.....	55

1 PART 1 - PROCUREMENT DETAILS

1.1 Definitions

Definitions for capitalized words can be located in Appendix A - Definitions.

1.2 Initial Procurement Details

Subject of procurement: The Sandy Hill Community Health Centre ("Centre") is currently accepting bids to design and administer a Benefit Plan that will provide the highest levels of benefit coverage possible and be financially sustainable.

RFP #: 02-BP

Procuring entity: Sandy Hill Community Health Centre

Contact: Name: Matthew Garrison, Director of Administration, Human Resources and IT
Email: mgarrison@sandyhillchc.on.ca

Desired number of Vendors:

Bidder eligibility requirements included: Yes

1.3 Proposed RFP Schedule

Issue date of RFP: June 13th, 2019

Bidder's deadline for questions: 16:00 p.m. Ottawa time on July 12th, 2019

Deadline for issuing addenda: TBD

RFP Closing Date: 16:00 p.m. Ottawa time on July 29th, 2019

Period for which Bids are irrevocable after RFP Closing Date: TBD

1 PART 1 - PROCUREMENT DETAILS

Bids must be received at the closing location included in the Proposal Submission Label by the RFP Closing Date. Bids submitted after the RFP Closing Date will be deemed late, disqualified and returned to the Bidder. See PART 2 for specific details.

The proposed RFP schedule is tentative and may be changed by the Centre in its sole discretion at any time prior to the RFP Closing Date. See PART 5 for specific details.

1.4 Proposed Agreement Dates

Execution of Agreement:	Within 45 days of notification of selection
Anticipated start date for contract:	November 1, 2019
Term of Agreement:	1-2 years
Option to extend:	Yes

[End of Part 1]

2 PART 2 - CONTENTS OF A COMPLETE BID

2.1 Structure of Bid

A complete Proposal should be structured into the following three (3) sections. Bidders are to include all of the forms listed below, unless specified otherwise. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification. This checklist may be used by Bidders to assist in Proposal preparation. It will not be evaluated.

2.1.1 The Qualification Response

- Appendix B.1 - Form of Offer (mandatory)
- Appendix B.2 - Mandatory Eligibility Requirements Form (mandatory)
- Appendix B.3 - Reference Form (mandatory)

2.1.2 The Service Response

- Appendix B.4 - Rated Service Requirements Form (mandatory)

2.1.3 The Costing Response

- Appendix B.5 - Costing Form (mandatory)

To use when submitting a Bid:

- Appendix B.6 - Proposal Submission Label Address

2.2 Format of Bid

Bidders should format their Bids in accordance with the sequence of sections set out in Section 2.1 and follow instructions included in this RFP. When responding to a specific criterion, your Proposal should reference applicable sections set out in this RFP.

Bids must be in English. Bids should be prepared using text in a common font that is minimum 12 points in size.

Bids should be specific to the Deliverables of the RFP and information requested. Bidders should provide clear, complete, and concise responses to RFP requirements. Brochures or marketing material should not be included and will not be evaluated if received.

2 PART 2 - CONTENTS OF A COMPLETE BID

Bids are to be submitted in a sealed package(s) to the address set out on the Proposal Submission Label. The Proposal Submission Address must be affixed to the outside of the sealed package(s). Please provide:

- (a) one (1) original along with one (1) electronic copy of the Proposal. Provide the electronic copy in Microsoft Word or PDF format on a USB flash drive.
- (b) in the event of a conflict or inconsistency between the hard copy and an electronic copy of the Bid, the hard copy of the Proposal shall prevail.

[End of Part 2]

3 PART 3 - THE DELIVERABLES

This section of the RFP describes what is being procured.

The contents of this part will be in the final Contract if your proposal is successful and you will be expected to deliver and/or perform all requirements set out in this part for the price you propose in Appendix B.5 - Costing Form.

3.1 Objectives

The purpose of this Request for Proposal (RFP) is to solicit service proposal and bids from various Vendors, conduct a fair and extensive evaluation based on the criteria listed herein and select the Vendor who best represents the Centre's need for providing our staff with the best benefits coverage as set out in this document.

This request for proposal represents the requirements for an open and competitive process. Bids will be accepted until 16:00: p.m. Ottawa time on July 29th, 2019. Any proposals received after this date and time will be returned to sender. All proposals must be signed by an official agent or representative of the company submitting the bid.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP.

Submissions to include self-insured projections for dental and extended health coverage based on the three year claims experience provided in this RFP.

3.1.1 Background and History:

Sandy Hill Community Health Centre is a community-based not-for-profit charitable community health centre. Since 1975, the Centre has worked with people in Sandy Hill and Ottawa East to provide everyone with an equitable opportunity for health and wellbeing. The Centre is one of the oldest community health centres in Ontario and now has a staff of more than 150 employees.

The Centre is made up of six service components including Health Services, Community Development, Client Access Team, Health Promotion, Addictions and Mental Health and Oasis as well as three support components including Finance, Planning and Evaluation, and Administration, Human Resources and IT.

In the past year the Centre has been exposed to high cost drug claims that could render the current plan design unsustainable. The Centre relies on a fixed percentage of its funding to purchase employee benefits and the rising costs of benefits are exceeding

the levels of funding. There is a need to revise the current benefits plan to mitigate the financial risk exposure associated with high cost drugs while maintaining the highest level of benefits coverage possible in consideration of our budget limitations.

3.2 Current Benefits Plan Information

SHCHC currently has a self-insured Benefit Plan for Extended Health and Dental coverage. Drug coverage has no limit and the self-insured element has a limit of \$25000. Claims in excess of that amount are covered under purchased stop-loss insurance.

SHCHC has 133 benefit eligible staff as of May 31st, 2019; of these 101 are females and 32 are male.

	Male	Female	Combined
Number of Employees	32	101	133
Average Age	49.13	42.58	45.86

Of the 133 eligible employees 45 have Individual Coverage and 88 have Family Coverage.

Termination of benefits-ends on termination of employment, retirement or age 85, whichever occurs first unless noted.

Our eligibility requirement for benefit coverage is that an employee works a minimum of 17.5 hours per week and a minimum guaranteed 1 year of employment. We have a 3 month waiting period that may be waived in special circumstances.

We also have 3 classes of employees:

Class 1: Employees

Class 2: Doctors with Long Term Disability (LTD) coverage

Class 3: Doctors with no Long Term Disability (LTD) Coverage (have private coverage)

Class 4: Contract employees with LTD coverage

Class 5: Contract employees with no LTD coverage

The Centre's Out-of-Country claims are pooled from the first dollar while Health claims (excluding Vision Care) are pooled when they are in excess of \$25,000 per certificate. Experience reports will be provided upon request.

3.3 CURRENT COVERAGE:

1) BASIC EMPLOYEE LIFE INSURANCE

Applies to all classes

200% of annual earnings

Non-Evidence Maximum of Insurability: \$390,000

Overall maximum: \$1,000,000

Reduces by 50% at age 70 and an additional 50% at age 75

2) EMPLOYEE OPTIONAL LIFE INSURANCE (subject to approval of evidence of insurability)

Applies to All Classes

Minimum \$20,000 and maximum \$500,000 (multiples of \$10,000)

Maximum amount combined with Basic Life (for participant) \$1,000,000.

Ends on termination of employment, retirement or age 65, whichever occurs first

3) SPOUSAL OPTIONAL LIFE INSURANCE (subject to approval of evidence of insurability)

Applies to All Classes

Minimum \$20,000 and maximum \$500,000 (multiples of \$10,000)

Ends when employee or spouse reaches age 65 or is no longer the spouse of the member

4) ACCIDENTAL DEATH & DISMEMBERMENT

Applies to All Classes

200% of annual earnings

Maximum amount: \$1,000,000

Reduces by 50% at age 70

Ends on termination of employment, retirement or age 75, whichever occurs first

5) LONG-TERM DISABILITY

Applies to Class 1, Class 2 and Class 4

60% of monthly earnings

Maximum of \$6,000 per month for Class 1 and Class 4 (non-physician positions) or 85% of pre-disability take-home pay, whichever is less

Maximum of \$10,000 per month for Class 2 and Class 4 (physician positions)

Waiting period: 17 weeks

Ends on termination of employment, retirement or age 65, whichever occurs first

6) EMPLOYEE ASSISTANCE PROGRAM

Applies to all classes. Short-term, solution-focused counselling per year per family member

Deductibles:

\$25 for single & \$50 for family combined with professional and paramedical services and medical supplies and services)

7) EXTENDED HEALTH CARE (some individual benefits are subject to monthly, yearly or lifetime maximums)

Applies to all classes

Reimbursement:

Drugs: Deductible applies

80% for Drugs generic brand unless physician states no substitution, have Preferred

Pharmacy Network

Hospitalization: Deductible not applicable

100% for Hospitalization, Semi-Private Room; Palliative Care: \$40/day maximum of 60 days; Convalescent and Rehabilitation: \$40/day maximum of 180 days per hospitalization period

80% for Referral Treatment

Medical supplies and services: Deductible applies

Private Duty Nursing Maximum: \$10,000/person each calendar year

Conventional wheelchair: lifetime maximum up to \$1,500 per insured person

Orthopedic Shoes Podiatric Orthosis or arch supports: \$400/per person each calendar year

Vision Care: Deductible not applicable

Eye exams: maximum \$100;

Eyeglasses, Contact Lenses and Surgery: \$150 per person once each 24 months for adults and 12 months for a child under 18 years:

Contact Lenses purchase of one pair required as a result of cataract surgery: \$250 maximum/person/24 months

Professional and Paramedical Services Maximums: Deductible applies

- All the following Practitioners, Acupuncturist, Audiologist/Hearing Therapist, Chiropractor, Ergotherapist, Psychologist/Social Worker/Guidance Counsellor, Dietician, Osteopath, Speech Therapist, Homeopath, Naturopath, Podiatrist/Chiropodist, Orthotherapist/Kinesiologist are covered 100% except Physiotherapist/Physiatrist/Physical Rehabilitation Therapist and Massage Therapist/Massotherapist which are covered to 80% to a maximum of \$500/discipline/person each calendar year
- Physiotherapist/Physiatrist/Physical Rehabilitation Therapist are unlimited

Medical referral required for Orthotherapist or Kinesiologist (once only). Physio, Physiatry, Physical Rehabilitation, Massage therapy and Sports or Athletic therapy require medical referral be renewed every 6 months.

Imaging techniques ordered by a chiropractor, podiatrist, osteopath or chiropodist limited to maximum \$50 per calendar year.

8) DENTAL

Applies to all classes (unless member chooses to waive right to this benefit)

Deductible is applicable

Reimbursement:

90% for Basic services, fee guide is current year

50% for Major Restorative

Combined Maximum: \$1,500 per person each calendar year

50% for Orthodontics (children under the age of 18 only with lifetime maximum \$2,000 per person)

Recall: 9 months

Scaling for therapeutic purposes 12 Units

9) STOP-LOSS POOLING

Applies to all classes

Stop-Loss Pooling: Health claims excluding vision care are pooled when they are in excess of \$25 000 per certificate.

10) Out-of-Province/Canada Travel Medical Emergency Insurance

Reimbursement: 100%

Maximum amount: Maximum of \$5,000,000 per insured per person per coverage period (180 days per trip)

3.4 MANDATORY REQUIREMENTS

Mandatory Requirements (to be completed in Appendices B.2, B.3)

- (a) Company must carry Professional Liability and Errors and Omission Insurance.
- (b) Company is compliant with all statutes administered by the Ministry of Revenue (Tax Compliance Declaration enclosed)
- (c) Company must have Privacy policy and be compliant with all privacy legislation
- (d) Company must provide client references

3.5 RATED SERVICE REQUIREMENTS

Description of Services Required (50 points allocated, to be completed in Appendix B.4)

Please provide the following:

- (a) A sustainable strategy and benefit plan design that limits financial exposure and mitigates the risk of high-cost medication claims that exist under our current unlimited drug coverage plan.
- (b) A detailed description of any programs and services that your firm offers to assist employees in obtaining high-cost medication that may not be available to them under an amended plan design and how your firm will incorporate these programs and services into a benefits strategy.
- (c) An effective communication strategy that would inform employees of plan changes.
- (d) A description of how your firm can provide education activities around benefits use and long-term sustainability.
- (e) A description of how your firm addresses and stays current with regulations that impact multi-province employers (Ontario & Quebec) and how these activities are incorporated into the services you will provide
- (f) Details of how your firm analyzes and adjusts plan design based on metrics and market trends
- (g) A description of the human and other resources your firm will provide to administer the Centre's benefits plan.

- (h) A description of how your firm will provide data, metrics and reporting regarding benefits plan performance, future costs etc.
- (i) A description of your process for renewal negotiations including vendor selection, market analysis, industry trends and cost projections. Please indicate how your firm addresses the impact of marketing discounts on renewal costs and long-term plan sustainability.
- (j) A description of how your firm is compensated for its services and outline your service fee structure indicating what services are included. Itemize any services for which there will be an additional fee and what it will be. Include how long your fee structure is guaranteed.

3.6 COSTING REQUIREMENTS

3.6.1 Costs related to purchased insurance and other administrative costs (25 points allocated, to be completed in Appendix B.5)

Please provide the following:

- (a) Costs related to the purchase for fully-insured pooled products as outlined in Part 3.3, for Basic Employee Life Insurance, Accidental Death and Dismemberment, Long-Term Disability, Employee Assistance Program, Stop-Loss Pooling and Out-of-country coverage and any additional products or services
- (b) Administration costs for processing Extended Health and Dental claims as outlined Part 3.3 (sections 6-7).

4 PART 4 - EVALUATIONS
4.1 Overview of the Evaluation Process
There are four (4) stages in the evaluation process.
<p>4.1.1 Stage 1 – The Evaluation of Qualification Response and Mandatory Requirements</p> <p>In this stage the Proposal will be reviewed to ensure that it contains all of the forms listed in Section 2.1 – Structure of a Complete Bid. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification from the RFP process.</p> <p>If the Proposal includes the mandatory forms and meets the mandatory requirements, it will move to the next stage.</p>

4 PART 4 - EVALUATIONS

4.1.2 Stage 2 –The Rated Service Requirement Response Evaluation

This stage will consist of a scoring of each qualified Proposal from Stage 1 on the basis of the Service Response contained in the Appendix B.4 - Rated Requirements Form to determine the total score for Stage 2.

4.1.3 Stage 3 – The Costing Response Evaluation

In this stage the Costing Response contained in the Appendix B.5 - Costing Form will be evaluated as described below:

Total Costing will be scored based on two elements:

- 1) A description of how your firm is compensated for its services, including service fees and commissions on the products and services provided including purchased insurance coverage as outlined in Part 3.3 (section 1)
- 2) Administration costs for processing Extended Health and Dental claims as outlined in Part 3.3 (sections 6-7).

4.1.4 Stage 4 – Meeting/Interview Evaluation

This stage will consists of meeting with each eligible Bidder. Each Bidder to present their Proposal to a panel of interviewees.

4.2 Cumulative Score and Selection of Highest Scoring Bidder

Once the Interview Stage is evaluated, all scores from the previous stages will be added and, subject to satisfactory reference checks, tax compliance verification from the Ministry of Finance, the highest scoring Bidder will be selected to enter into the Agreement attached to this RFP.

The following is an overview of the categories and weighting for the evaluation:

Service Response Evaluation	50 points
Costing Response Evaluation	25 points
Meeting/Interview Evaluation	25 points
Total	100 Points

4 PART 4 - EVALUATIONS

4.4 Process to Sign Agreement

Bidder(s) asked to sign the Agreement following the evaluation process will be sent a selection letter along with copies of the Agreement to sign and return within the time limit provided. Other documentation that may be requested at that time includes:

- proof of insurance as outlined in the Agreement;
- proof of tax compliance as outlined in Appendix B.1 - Form of Offer; and
- Other documents as required in the selection letter.

[End of Part 4]

5 PART 5 - TERMS AND CONDITIONS

General Terms and Conditions

5.1 Bidder Representations and Warranties

By submitting a Proposal for consideration, the Bidder in each case, agrees, confirms or warrants as follows:

- (i) to be bound to their Bid;
- (ii) 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 contract other than those disclosed in the Form of Offer. Where the Centre discovers a Bidder's failure to disclose all actual or potential Conflicts of Interest, the Centre may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;
- (iii) that it has accepted the provisions of this RFP and has prepared its Proposal with reference to all of the provisions of the RFP including the attached Form of Agreement and has factored all of those provisions, including the insurance requirements, into its Costing assumptions and calculations and into the proposed costs indicated in the Costing Form; and
- (iv) that its Proposal was arrived at separately and independently, without conspiracy, collusion or fraud.

5.2 General Instructions and Requirements

5.2.1 Bidders to Follow Instructions

Bidders should structure their Bids 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.

5.2.2 Conditional Bids May be Disqualified

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFP including the Form of Offer and Form of Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified. The Centre acknowledges the need to add transaction-specific particulars to the Form of Agreement but the Centre will not otherwise make material changes to the Form of Agreement.

5.2.3 Bidders to Obtain RFP through Charity Village and MERX

This RFP is available only through Charity Village and MERX.

5.2.4 Bids in English

All Bids are to be in English only. Any Bids received by the Centre that are not entirely in the English language may be disqualified.

5 PART 5 - TERMS AND CONDITIONS

5.2.5 The Centre's Information in RFP Only an Estimate

The Centre and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work.

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

5.2.6 Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Proposal including but not limited to, if applicable, costs incurred for interviews or demonstrations.

5.2.7 No Guarantee of Volume of Work or Exclusivity of Contract

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

5.2.8 RFP Terms

All rights and obligations that apply to this procurement process are found only in the RFP. For greater clarity, no other documents are to be read into this RFP or used to interpret or understand its terms or establish any rights or obligations related to this procurement.

5.2.9 Accessibility Obligations

The Province of Ontario is committed to the highest possible standard for accessibility. Vendor(s) are responsible for complying with the requirements under the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001* and *Accessibility for Ontarians with Disabilities Act, 2005 ("AODA")* and its regulations. In circumstances where Vendors are providing a service to the public on behalf of the Centre, they may need to follow the Centre direction to ensure the Centre compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation).

5 PART 5 - TERMS AND CONDITIONS

5.2.10 Green Bids

In keeping with the Centre's efforts to reduce environmental footprints, Bidders are encouraged to use the most eco-friendly option in preparing their Bid. This includes printing hard copies of the Proposal on both sides of the paper, avoiding colour printing where possible and the use of paper that is: (1) certified by one of the following three standards: the Forest Stewardship Council, the Canadian Standards Association, or the Sustainable Forest Initiative; (2) 100% post-consumer waste recycled; and (3) chlorine-free.

Bidders are also encouraged to avoid the use of unnecessary binder coverings. The use of binders can add unnecessary weight to packages which can increase the difficulty of file movement, processing, and storage. Unless other binding materials are necessary or important, Bidders are encouraged to bind each Proposal copy using a staple.

5.3 Communication after Issuance of RFP

5.3.1 All New Information to Bidders by way of Addenda

This RFP may only be amended by an addendum in accordance with this section. If the Centre, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Bidders by addenda by way of e-mail. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Bidders are responsible for obtaining all addenda issued by the Centre. See Appendix A (3.06, 3.07, 3.08) for more specific details.

5.3.2 Post-Deadline Addenda and Extension of RFP Closing Date

The Centre may, at its discretion, issue addendum after the deadline for issuing addenda and may also then extend the RFP Closing Date for a reasonable amount of time.

5 PART 5 - TERMS AND CONDITIONS

5.3.3 The Centre May Verify Information or Seek Clarification and Incorporate Response into Proposal

The Centre reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the RFP Closing Date including those related to an ambiguity in a Proposal or in any statement made subsequently during the evaluation process. The response received by the Centre from a Bidder shall, if accepted by the Centre, form an integral part of that Bidder's Bid. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means the Centre deems appropriate and may include contacting,

(a) any person identified in the Bid; and

(b) persons or entities other than those identified by any Bidder.

In submitting a Bid, a Bidder is deemed to consent to the Centre's verification or clarification rights.

In the event that the Centre receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Centre to be inaccurate, incomplete or misleading, the Centre reserves the right to revisit the Bidder's compliance with the mandatory requirements and/or adjust the scoring of rated requirements.

5.4 Proposal Process Requirements

5.4.1 Bids must be submitted on time at prescribed location

Bids must be submitted at the location set out in the Proposal Submission Label before the RFP Closing Date. Bids submitted after this point in time will be deemed late, disqualified and returned to the Bidder. For the purpose of calculating time, the Centre's clock at the prescribed location for submission shall govern.

5.4.2 Proposal Irrevocable after RFP Closing Date

Bids shall remain irrevocable in the form submitted by the Bidder for the period set out in Part 1 of this RFP running from the moment that the RFP Closing Date has lapsed.

5 PART 5 - TERMS AND CONDITIONS

5.4.3 Bidders to Review RFP

Bidders shall promptly examine all of the documents comprising this RFP and:

(a) shall report any errors, omissions or ambiguities; and

(b) may direct questions or seek additional information in writing by e-mail on or before the Bidder's deadline for questions to the Contact set out at Part 1 of this RFP. All questions submitted by Bidders by email to the Contact shall be deemed to be received once the e-mail has entered into the Contact's email inbox. No such communications are to be directed to anyone other than the Contact. The Centre is under no obligation to provide additional information but may do so at its sole discretion.

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

5.4.4 No Incorporation by Reference by Bidder

The entire content of the Proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the Proposal will not be considered to form part of its Bid.

5.4.5 Amending or Withdrawing Bids Prior to RFP Closing Date

At any time prior to the RFP Closing Date, a Bidder may amend or withdraw a submitted Proposal by sending a notice of amendment or withdrawal to the Contact. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.

5.4.6 Proposal to be retained by the Centre

Except for those Bids submitted past the RFP Closing Date, the Centre will not return any Proposal or accompanying documentation submitted by a Bidder including amended or withdrawn bids.

5 PART 5 - TERMS AND CONDITIONS

5.5 Execution of Agreement, Notification and Debriefing

5.5.1 Selection of Bidder

The Centre anticipates that it will select a Bidder within the irrevocable period. Notice of selection by the Centre will be in writing. The Preferred Bidder shall execute the Agreement in the form attached to this RFP and satisfy any other applicable conditions of this RFP within the period of time set out to do so in Part 1 of this RFP. This provision is solely to the benefit of the Centre and may be waived by the Centre at its sole discretion.

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

5.5.2 Failure to Enter Into Agreement

In addition to all of the Centre's other remedies, if a selected Bidder fails to execute the Agreement or satisfy any other applicable conditions within the period of time set out to do so in Part 1 of this RFP following the notice of selection, the Centre may, in its sole discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

5.5.3 Notification to Other Bidders of Outcome of Procurement Process

Once the successful Bidder and the Centre execute the Agreement, the other Bidders will be notified by the Centre in writing of the outcome of the procurement process, including the name of the successful Bidder, and the award of the contract to the successful Bidder.

5.5.4 Debriefing

Unsuccessful Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Bidder 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.

5.5.5 Proposal Dispute

Bidders are advised that a formal proposal dispute process is available, the details for which are available from the Contact.

5 PART 5 - TERMS AND CONDITIONS

5.5.6 Prohibited Bidder Communications

Bidders shall address all questions and requests for clarification with respect to their Bids, or the RFP documents or the RFP process only to the Contact set out at Part 1 of this RFP.

Bidders shall not contact or make any attempt to contact,

(a) any employee or representative, other than the Centre's Contact; or,

(b) any other Bidder

with respect to a Proposal, the RFP documents, or the RFP process, at any time during the RFP process.

Without limiting the generality of the above, Bidders, shall not contact or attempt to contact,

(a) any member of the Centre's evaluation team for the RFP;

(b) any expert or advisor assisting the Centre's evaluation team;

on matters related to their Bids, the RFP documents, or the RFP process at any time during the RFP process.

5.5.7 Bidder Not to Make a Public Statement or Communicate With Media

A Bidder may not at any time directly or indirectly make a public statement or communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Contact. Where a Bidder makes a communication contrary to this section the Centre may disclose such information necessary to correct any inaccuracy of information.

5.5.8 Confidential Information of the Centre

All information provided by or obtained from the Centre in any form in connection with this RFP either before or after the issuance of this RFP:

(a) is the sole property of the Centre and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;

(c) must not be disclosed without prior written authorization from the Centre; and

(d) shall be returned by the Bidders to the Centre immediately upon the request of the Centre.

5 PART 5 - TERMS AND CONDITIONS

5.5.9 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, applies to information provided to the Centre by a Bidder. A Bidder should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Centre. The confidentiality of such information will be maintained by the Centre, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the Centre's advisers retained for the purpose of evaluating or participating in the evaluation of their Bids.

By submitting any Personal Information requested in this RFP, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Bidder to provide the Deliverables, such information may be used by the Centre to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the Contact in accordance with the Bidders to Review RFP section.

5 PART 5 - TERMS AND CONDITIONS

5.6 Reserved Rights and Governing Law

5.6.1 Reserved Rights of the Centre

The Centre reserves the right to:

- (a) make public the names of any or all Bidders; the name of the successful Bidder(s); and, the total price for the contract awarded;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid;
- (c) assess a Bidder's Proposal on the basis of:
 - (i) a financial analysis determining the actual cost of the Proposal when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the Bidder's past performance on previous contracts awarded by other Community Health Centres;
 - (iv) the information provided by a Bidder pursuant to the Centre exercising its clarification rights under this RFP process; or
 - (v) other relevant information that arises during this RFP process;
- (d) waive non-compliance where, in the Centre's sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Centre will be the sole judge of whether a Proposal is accepted or rejected;
- (e) verify with any Bidder or with a third party any information set out in a Bid;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proposal or rescind any contract award where the bidder either: fails to disclose; or, is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by the Centre;
- (i) disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP;
- (j) 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;
- (k) select any Bidder other than the Bidder whose Proposal reflects the lowest cost to the Centre or the highest score;

5 PART 5 - TERMS AND CONDITIONS

- (l) cancel this RFP process at any stage;
 - (m) cancel this RFP process at any stage and issue a new RFP for the same or similar Deliverables;
 - (n) accept any Proposal in whole or in part; or
 - (o) reject any or all Bids;
- and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Centre shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Centre exercising any of its express or implied rights under this RFP.

By submitting its Bid, the Bidder authorizes the collection by the Centre of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.6.2 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[End of Part 5]

APPENDIX A - DEFINITIONS

The following definitions are applicable to this RFP.

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in Appendix B - Form of Agreement to this RFP.

“Accessible” means that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to persons with a disability.

“Accessibility” means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well.

“Bid” means all documentation submitted by a Bidder in response to the RFP or in respect of the RFP.

“RFP Closing Date” means the Proposal submission date and time as set out in this RFP and as may be amended from time to time in accordance with the terms of the RFP.

“Bidder” means the legal entity that submits a Proposal in response to this RFP.

“Costing Response” means the documents set out in Section 2.1.3.

“Contact” means the person listed in Section 1.2.

“Deliverable” means all product/services and work to be provided or performed by the Vendor, pursuant to the Agreement entered into if any pursuant to this RFP and includes everything that is necessary to be supplied, done or delivered by the Vendor.

“Preferred Bidder” means the Bidder (or Bidders in the case of a multiple vendor opportunity) who has the highest cumulative score at the conclusion of the evaluation process set out in Part 4.

“Qualification Response” means the documents set out in Section 2.1.1.

“Vendor” means entity that is selected to provide goods or services to the Centre.

Agreement

This Agreement (the “**Agreement**”), made in triplicate, for Benefit Administration is effective as of **November 1, 2019**”),

Between:

Sandy Hill Community Health Centre Inc.

And:

[Insert Legal Name of Vendor]

(referred to as the “**Vendor**”)

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:

“**Authorities**” and “**Authority**” means any representative with authority to legally bind them to the extent permissible by the Centre having or claiming jurisdiction over the Contract;

“**Bid**” means all the documentation submitted by the Vendor in response to the RFP;

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

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

- (a) in relation to the RFP process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment

- in the RFP process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the Centre; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations, the Vendor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (b) the RFP, including any addenda; (c) the Bid; and (d) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" and **"Deliverable"** means everything developed for or provided to the Centre in the course of performing under the Contract or agreed to be provided to the Centre under the Contract by the Vendor or the Vendor's Personnel, as further defined, but not limited by Schedule 1, including but not limited to any goods or services and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"Fiscal Year" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

"Indemnified Parties" means each of the following and their directors, officers, advisors, agents, appointees and employees:

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Vendor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of Sandy Hill Community Health Centre.

"Losses" means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

“The Centre Address” and “The Centre Representative” mean:

Sandy Hill Community Health Centre
221 Nelson Street
Ottawa, Ontario K1N 1C7

Representatives:

Matthew Garrison
Telephone: (613) 244-2828
Facsimile: (613)789-7962
e-mail: mattg@sandyhillchc.on.ca

Shirley Ostendorf
Telephone: (613) 244-2799
Facsimile: (613)789-7962
e-mail: sostendorf@sandyhillchc.on.ca

“The Centre Confidential Information” means all information of the Centre that is of a confidential nature, including all confidential information in the custody or control of the Centre, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Vendor in connection with the Agreement. For greater certainty, Sandy Hill Community Health Centre Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the Centre, the Vendor or any third-party; (ii) all information (including Personal Information) that the Centre is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Vendor of any duty of confidentiality owed by the Vendor to the Centre or to any third-party; (ii) the Vendor can demonstrate to have been rightfully obtained by the Vendor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Vendor free of any obligation of confidence; (iii) the Vendor can demonstrate to have been rightfully known to or in the possession of the Vendor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Vendor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

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

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

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

“Rates” and **“Rate”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Vendor for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all permit, licence and approval costs (d) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information in the custody or control of the Centre, including any Personal Information, in any form: (a) provided by the Centre to the Vendor, or provided by the Vendor to the Centre, for the purposes of the Contract; or (b) created by the Vendor in the performance of the Contract; and shall exclude any information specifically described in Schedule 1;

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

“RFP” means the Request for Bids dated **June 13th, 2019** for Design and Administration of the Centre’s Benefit Plan, reference number **02-BP** issued by the Centre for the Deliverables and any addenda to it;

“Subcontractors” means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting;

“Vendor Address” and **“Vendor Representative”** mean:

[Insert your address]

Vendor Representative: **[Insert]**

Telephone: **[Insert]**

Facsimile: **[Insert]**

E-mail: **[Insert]**

“Vendor’s Personnel” includes the directors, officers, employees, agents, partners, affiliates volunteers, or Subcontractors of the Vendor;

“**Term**” means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

1.02 No Indemnities from the Centre

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to the Centre providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

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

1.04 Severability

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

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Bid; and (c) the RFP shall govern over the Bid.

1.06 Interpretive Value of Headings

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

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters 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 the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Centre Address to the attention of the Centre Representative and to the Vendor Address to the attention of the Vendor 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, email 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, email 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 section.

1.09 Governing Law

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

1.10 Currency

All references to currency in the Agreement shall be to Canadian dollars.

Article 2 – Nature of Relationship between the Centre and Vendor

2.01 Vendor's Power to Contract

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

2.02 Representatives May Bind the Parties

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

2.03 Vendor Not a Partner, Agent or Employee

The Vendor shall have no power or authority to bind the Centre or to assume or create any obligation or responsibility, express or implied, on behalf of the Centre. The Vendor shall not hold itself out as an agent, partner or employee of the Centre. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Centre and the Vendor (or any of the Vendor's Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A*, as amended.

2.04 Responsibility of Vendor

The Vendor agrees that it is liable for its acts and those of the Vendor's Personnel. This section is in addition to any and all of the Vendor's liabilities under the Contract and under the general application of law. The Vendor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

2.05 No Subcontracting or Assignment

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

2.06 Duty to Disclose Change of Control

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

2.07 Conflict of Interest

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

2.08 Contract Binding

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

Article 3 – Performance by Vendor

3.01 Commencement of Performance

The Vendor shall commence performance upon receipt of written instructions from the Centre.

3.02 Performance Warranty

The Vendor hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Centre, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense as specified by the Centre in a rectification notice issued pursuant to Section 8.02.

3.03 Use and Access Restrictions

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

3.04 Notification by Vendor to the Centre

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

3.05 Condonation Not a Waiver

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

3.06 Changes By Written Amendment Only

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

3.07 Vendor to Comply With Reasonable Change Requests

The Centre may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable Sandy Hill Community Health Centre change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Vendor is unable to comply with the change request, it shall promptly notify the Centre 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 Costing for Requested Changes

Where the Centre change request includes an increase in the scope of the previously contemplated Deliverables, the Centre 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 Costing for the particular type of goods or services contemplated in the change request, the Vendor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Centre and the Vendor within a reasonable period of time;

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

3.09 Non-Exclusive Contract, Work Volumes

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

3.10 Performance by Specified Individuals Only

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

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

3.11 Accessibility Requirements

The Vendor's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Ontario Human Rights Code (HRC) R.S.O. 1990, CHAPTER H.19*, the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32*, and the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c. 11*, any regulations made thereto and any direction from the Ministry.

3.12 The Centre Rights and Remedies and Vendor Obligations Not Limited to Contract

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

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

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

4.02 Default Billing and Payment Process

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

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

- (d) the Centre may make payments under the Contract by way of cheque and the Vendor shall accept and process any such payments;

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

4.03 Hold Back or Set Off

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

4.04 No Expenses or Additional Charges

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

4.05 Payment and Collection of Taxes and Duties

The Vendor shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Contract.

4.06 Withholding Tax

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

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Vendor, the interest charged by the Vendor, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

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

Article 5 – Confidentiality and Freedom of Information and Protection of Privacy Act

5.01 Confidentiality and Promotion Restrictions

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

5.02 Sandy Hill Community Health Centre Confidential Information

During and following the Term, the Vendor shall: (a) keep all Sandy Hill Community Health Centre Confidential Information confidential and secure; (b) limit the disclosure of Centre Confidential Information to only those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Centre Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Centre and (ii) in respect of any Sandy Hill Community Health Centre Confidential Information about any third-party, the written consent of such third-party.

5.03 Restrictions on Copying

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

5.04 Injunctive and Other Relief

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

5.05 Notice and Protective Order

If the Vendor or any of the Vendor's Personnel become legally compelled to disclose any Confidential Information, the Vendor will provide the Centre with prompt notice to that effect in order to allow the Centre to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Centre and its legal counsel to the fullest extent. If

such protective orders or other remedies are not obtained, the Vendor will disclose only that portion of Confidential Information which the Vendor is legally compelled to disclose, only to such Person or Persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Centre) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Vendor and the Centre acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Vendor agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Centre within seven (7) calendar days of being directed to do so by the Centre for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Centre determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Centre;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Centre Representative to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Centre would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and

(h) that any confidential information supplied to Sandy Hill Community Health Centre may be disclosed by the Centre where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

5.07 Survival

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

Article 6 – Indemnity and Insurance

6.01 Vendor Indemnity

The Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Vendor or the Vendor's Personnel in the course of the performance of the Vendor's obligations under the Contract or otherwise in connection the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

6.02 Proof of Insurance

The Vendor shall provide the Centre with certificates of insurance, or other proof as may be requested by the Centre that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Centre, a copy of each insurance policy shall be made available to it. The Vendor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are 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.

Article 7 – Termination, Expiry and Extension

7.01 Immediate Termination of Contract

The Centre may immediately terminate the Contract upon giving notice to the Vendor where:

- (a) the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency;
- (b) the Vendor breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;

- (c) the Vendor breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Sandy Hill Community Health Centre and Vendor) of the Agreement;
- (d) the Vendor, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Centre;
- (e) the Vendor undergoes a change in control which adversely affects the Vendor's ability to satisfy some or all of its obligations under the Contract;
- (f) the Vendor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Centre; or
- (g) the Vendor'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.

7.02 Dispute Resolution by Rectification Notice

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

7.03 Termination on Notice

The Centre reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Vendor.

7.04 Termination for Non-Funding

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon receiving funding from the Local Health Integration Network (LHIN) sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of non-funding, the Centre may terminate the Contract upon giving notice to the Vendor. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

7.04 Vendor's Obligations on Termination

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

- (a) execute such documentation as may be required by the Centre to give effect to the termination of the Contract; and
- (b) comply with any other instructions provided by the Centre, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

7.05 Vendor's Payment Upon Termination

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

7.06 Termination in Addition to Other Rights

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

7.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Centre exercises its option to extend the Contract for a period of up to the duration of the original Term, such extension to be upon the same terms, conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the Centre giving notice to the Vendor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

Schedule 1

Schedule of Deliverables, Rates and Supplementary Provisions

[To be completed after selection of the Preferred Bidder]

A. Description of Deliverables

B. Rates and Reimbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Centre to the Vendor under the Contract shall not exceed a maximum amount of up to **[insert maximum contract amount TBD (\$xxx)]**.

The total amount payable by the Centre to the Vendor includes all disbursements and applicable taxes.

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of the Contract:

C. Billing Statements [Important: Insert this if the client wants to have a billing scheme other than the one set out in the Agreement.]

APPENDIX B - FORMS

This appendix contains the forms required for preparation of a Bid. Failure to include any of the listed forms may result in disqualification.

APPENDIX B.1 - FORM OF OFFER

Bidder Instructions:

- 1. This Form of Offer must be signed and all four (4) pages of the original included with the Bid.**
- 2. Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Bid. 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. Bids containing any change may be disqualified. If a Proposal is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or qualifications in or to the Form of Offer provided in the Bid.**
- 3. Each Bidder must complete a Tax Compliance Declaration (item 10, Form of Offer) according to the instructions contained in this Form. The Centre will forward a copy of the Preferred Bidder's signed Tax Compliance Declaration to the Ministry of Finance for verification. By signing the Tax Compliance Declaration, the Preferred Bidder is consenting to the release of the information on the Form from the Centre to the Ministry of Finance and the result of the verification process from the Ministry of Finance to the Centre. In addition, if a Preferred Bidder is a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario), it will be required to demonstrate that it has met its corporate tax filing obligations by obtaining proof from the Canada Revenue Agency and forwarding this proof to the Director of Finance. Preferred Bidders will receive instructions regarding this process from the Contact set out in Section 1.2 of this RFP prior to contract award.**

The Preferred Bidder must, as a precondition of entering into an Agreement, ensure that its Ontario tax status is or is brought into good standing and provide evidence of its good standing to Sandy Hill Community Health Centre. The Centre will rescind the notice of selection of a Bidder who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFP.

Bidders may direct enquiries regarding the Tax Compliance Declaration Form to the Contact set out in Section 1.2.

APPENDIX B.1 - FORM OF OFFER

Page 1 of 4

**This Form of Offer must be signed and all 4 pages of the original
included with the Bid**

1. Bidder Information

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

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

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

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

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

(f) Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership:

2. Offer

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the Bid, the Bidder agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance with the rates set out in the Costing Form.

APPENDIX B.1 - FORM OF OFFER

Page 2 of 4

3. Mandatory Forms

The Bidder encloses as part of the Bid, the mandatory forms referenced in Section 2.1 - Structure of Bid.

4. Costing Response

The Bidder encloses as part of the Bid, the mandatory forms set out in Section 2.1 - Structure of Bid.

5. Addenda

The Bidder has read and accepted all addenda issued by the Centre to date. We understand that the onus remains on us to have made any necessary amendments to our Proposal based on the addenda.

6. Proposal Irrevocable

The Bidder agrees that its Proposal shall be irrevocable for the period of days set out in Section 1.3 following the RFP Closing Date.

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest set out in the Form of Agreement, both definition part (a) and (b).

If the boxes in this section are left blank, the Bidders will be deemed to declare that it had no foreseeable Conflict of Interest (either definition part (a) or (b)) in performing the contractual obligations contemplated in the RFP. Otherwise, if either or both of the following statements apply, check the appropriate box.

- Part (a) of definition: The Bidder declares that there is an actual or potential unfair advantage relating to the preparation and submission of its Bid.
- Part (b) of definition: The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking either of the boxes, the Bidder must describe it in the following space provided.

(Bidder to insert response, if applicable)

APPENDIX B.1 – FORM OF OFFER

Page 3 of 4

In addition to the preceding declarations, the Bidder must complete the following which relates to potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid;

Name of Individual:	
Position within your company	
Last Date of Employment (if applicable):	
Brief Description of Individual's Job Functions:	
Brief Description of Nature of Individual's Participation in Preparation of Bid:	

(Repeat for each identified individual)

The Bidder agrees, upon request, to provide the Centre with additional information from each individual identified in the preceding form prescribed by the Centre. The Centre will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Bidder.

8. Disclosure of Information

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

9. Proof of Insurance

By signing the Form of Offer, the Bidder agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage as set out in the Form of Agreement.

APPENDIX B.1 – FORM OF OFFER

Page 4 of 4

10. Tax Compliance Declaration

The Ontario Government expects all Vendors meet their Ontario tax obligations on a timely basis. In this regard, Bidders are advised that their Ontario tax obligations, if any, must be in good standing in order to be considered for a contract award (see Bidder Instructions #5). In order to be considered for a contract award, the Bidder must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that **(insert legal name of Bidder)** _____ (the “Bidder”) at the time of submitting its Bid, is in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance or by the Canada Revenue Agency, and that, in particular, all returns required to be filed have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained; or the Bidder will take all necessary steps prior to being considered for contract award in order to be in full compliance with all applicable Ontario tax statutes.

(Please check applicable box) The Bidder is / is not a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario).

(Please insert Bidder’s Business Number) _____

Consent to Disclosure

The Bidder consents to the Centre releasing the taxpayer information to the Ministry of Finance as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes.

The Bidder consents to the Ministry of Finance releasing taxpayer information to the Centre as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes.

11. Execution of Agreement

The Bidder understands that in the event its Proposal is selected by the Centre, in whole or in part, the Bidder agrees to finalize and execute the agreement in the form set out in the Form of Agreement attached to this RFP and in accordance with the terms of this RFP.

Dated at _____ this ____ day of _____ 20__

(Signature of Authorized Signing Officer)

(Print Name)

(Print Title)

I have authority to bind the Bidder

(Signature of Witness)

(Name of Witness)

APPENDIX B.2 - MANDATORY ELIGIBILITY REQUIREMENTS FORM

A Bidder's eligibility must be demonstrated before a Proposal may be accepted. All Bidders must include evidence in the Proposal for all of the mandatory eligibility requirements set out in the following table. Failure to do so may result in disqualification. As noted in the table below, please identify the location of the evidence within your Proposal for each eligibility requirement in the 'Location in Bid' section of the following table.

Eligibility Requirement	Evidence to be Provided	Location in Bid
Professional Liability Insurance	Insert evidence with amount of coverage	(Bidder to insert page number or Appendix Name)
Errors and Omissions Insurance	Insert evidence and amount of coverage	(Bidder to insert page number or Appendix Name)
Privacy Policy	Insert policy wording	(Bidder to insert page number or Appendix Name)

APPENDIX B.3 - REFERENCE FORM

Bidder Instructions:

Each Bidder is requested to provide three (3) references from clients who have obtained similar goods and services in the last 3 years as those requested in this RFP. The Centre reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Type of Work Undertaken	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Type of Work Undertaken:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Type of Work Undertaken:	

APPENDIX B.4 - RATED REQUIREMENTS FORM

Bidder instructions:

Each Bidder is to provide a detailed response to each service element below:

3.3.1.a

Please provide a sustainable strategy and benefit plan design that limits financial exposure and mitigates the risk of high-cost medication claims that exist under SHCHC'S current plan.

(Bidder to insert response)

3.3.1.b

Please provide a detailed description of any programs and services that your firm offers to assist employees in obtaining high-cost medication that may not be available to them under an amended plan design and how your firm will incorporate these programs and services into a benefits strategy.

(Bidder to insert response)

3.3.1.c

Please provide an effective communication strategy that would inform employees of plan changes.

(Bidder to insert response)

3.3.1.d

Please provide a description of how your company can provide education activities around benefits use and long-term sustainability.

APPENDIX B.4 - RATED REQUIREMENTS FORM

(Bidder to insert response)

3.3.1.e

Please provide a description of how your firm addresses and stays current with regulations that impact multi-province employers (Ontario & Quebec) and how these activities are incorporated into the services you will provide.

(Bidder to insert response)

3.3.1.f

Please provide details of how your firm analyzes and adjusts plan design based on metrics and market trends.

(Bidder to insert response)

3.3.1.g

Please provide a description of the human and other resources you will provide to administer the Centre's benefits plan.

(Bidder to insert response)

3.3.1.h

Please provide a description of how your firm will provide data, metrics and reporting regarding benefits plan performance, future costs etc.

APPENDIX B.4 - RATED REQUIREMENTS FORM

(Bidder to insert response)

3.3.1.i

Please provide a description of your process for renewal negotiations including vendor selection, market analysis, industry trends and cost projections. Please indicate how your firm addresses the impact of marketing discounts on renewal costs and long-term plan sustainability.

(Bidder to insert response)

3.3.1.j

(Bidder to insert response)

APPENDIX B.5 - COSTING FORM

Bidder Instructions:

- 1. Costing, when expressed in monetary terms, shall be provided in Canadian Funds, inclusive of all applicable duties and taxes.**
- 2. Costing quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.**
- 3. A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Costing Form may be disqualified.**
- 4. Bidders may not amend this form in any way other than by providing the requested information.**
- 5. No other fees or charges will be paid for the Deliverables other than those set out on the form.**
- 6. Where no cost applies, state “0” or “Nil”. If a space is left blank the Centre may either deem it to be a zero, or may declare the Proposal non-compliant and disqualify it at its discretion.**

APPENDIX B.5 - COSTING FORM

3.3.1.i

Please provide a description of how your firm is compensated for its services, including costs for service fees/commissions/service charges on the products/services listed below. Please also itemize any services that are not listed for which there will be an additional cost. Include how long your cost structure is guaranteed.

Description of Service	Fee/commission/service charge (please include details on how cost is calculated)
Basic Employee Life Insurance	
Accidental Death and Dismemberment	
Long-Term Disability	
Employee Assistance Program	
Stop-Loss Pooling and Out-of-country coverage	

.ii Administrative Costs for processing Self-Insured Benefits

Type	12 Months	24 Months
Extended Health Care		
Dental		

APPENDIX B.6 - PROPOSAL SUBMISSION LABEL

Bidder Instructions:

- 1. Bids must be submitted in a sealed package(s) to the address indicated on the Proposal Submission Label between the hours of 8:30 a.m. and 4:30 p.m. (Ottawa Time), Monday through Friday (excluding Statutory Holidays), and no later than the RFP Closing Date noted on the Proposal Submission Label.**
- 2. The Centre does not accept responsibility for Proposal submissions directed to any location other than the address indicated on the Proposal Submission Label. The Postal Code is to aid in identifying the building only. The onus remains solely with bidders to instruct courier/delivery personnel to deliver Proposal submissions to the address specified on the Proposal Submission Label. Bids that are delivered to another address before the deadline but arrive after the deadline will be disqualified.**
- 3. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.**
- 4. Failure to affix the Proposal Submission Label Information to your submission package may also result in submissions not being recognized as Bids. This could result in your Proposal arriving late and will be deemed late, disqualified and returned to the Bidder.**
- 5. Bids received by Fax or any other kind of electronic transmission will be rejected.**

[End of Instructions to Proposal Submission Label Form]

APPENDIX B.6 - PROPOSAL SUBMISSION LABEL

Affix a Label with the following Information to your Proposal Submission Package

RFP No: 02-BP

RFP Title: Designing and Administering of a Benefit Plan for the Centre

RFP Closing Date:

- **Date:** July 29th, 2019
- **Time:** 16:00 p.m. Ottawa time

Bidder to complete the following:

Full Legal Name:

Address:

Contact Name:

Phone:

**To: The Sandy Hill Community Health Centre
221 Nelson Street
Ottawa, Ontario K1N 1C7
Attention: Shirley Ostendorf or Matthew Garrison**

The onus remains solely with Bidders to instruct courier/delivery personnel to deliver Bids to the exact address specified above by the RFP Closing Date. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.