

REQUEST FOR SOLUTIONS

RFS NO. T-345

FOR

AVON CREST CENTRE FOR HEALTH & WELLNESS

ISSUE DATE: FEBRUARY 3, 2020

PROPOSAL SUBMISSION DEADLINE:

2:00:00 P.M. EASTERN TIME ON

AUGUST 17, 2020



**HURON PERTH
HEALTHCARE
ALLIANCE**

Clinton Public Hospital
St. Marys Memorial Hospital
Seaforth Community Hospital
Stratford General Hospital

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Mandatory Receipt Confirmation Schedule

To: Jennifer Lubbers
Email: jennifer.lubbers@hpha.ca

Re: RFS No. T-345

Proponents are required to acknowledge receipt of RFS# **T-345 Avon Crest Centre for Health and Wellness** and their intent to submit a Proposal by sending this **Mandatory Receipt Confirmation Schedule** by email to the attention of the RFS Coordinator by May 4th, 2020. Proponents submitting this Receipt Confirmation Schedule will be notified of any addendum issued to this RFS, which will be forwarded to the person whose name is identified.

[Please check your answer]

I / We DO DO NOT Intend to submit a Proposal to this RFS.

Proponents are further required to include with this Receipt Confirmation Form the following Schedules, all of which shall be completed in accordance with the instructions outlined in the applicable Schedules:

I / We DO DO NOT Meet the requirements of SCHEDULE H - Mandatory Minimum Requirements Checklist.

I / We HAVE HAVE NOT Included SCHEDULE I - High Level Solution Overview Schedule

Representative's contact information:

_____	_____
Name	Representative's Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date

Email	

REQUEST FOR SOLUTIONS

PART 1 INTRODUCTION AND BACKGROUND

1.1 About Huron Perth Healthcare Alliance

This Request for Solutions is issued by the **Huron Perth Healthcare Alliance – Stratford General Hospital** (the “Hospital”).

The Hospital is part of the Huron Perth Healthcare Alliance (“**HPHA**”), which is a four hospital alliance that includes Clinton Public Hospital, St. Marys Memorial Hospital, Seaforth Community Hospital and Stratford General Hospital. Formed in 2003, the HPHA provides a wide range of healthcare services to individuals living in and around Huron, Perth and North Oxford and Middlesex counties.

Services are aligned with centres of excellence and include emergency departments, ambulatory care clinics, diagnostic imaging and laboratory services at all four sites, operating rooms at two sites, satellite outpatient chemotherapy and dialysis care, community mental health, hand therapy, pediatric speech language pathology, outpatient pediatric rehabilitation and regional outpatient diabetes care.

HPHA has 178 inpatient beds dispersed across the four hospital sites for acute medical, surgical, intensive care and telemetry, obstetrics, pediatrics, complex continuing care and rehabilitation. Specialized care is provided in a Level 2 special care nursery and Schedule 1 mental health unit. The HPHA also has designation as a regional stroke referral centre with an integrated stroke unit.

1.2 Summary of Background and Requirement

Commissioned in 1889, the Hospital, designed by London architect George F. Durand, was opened to the public in May of 1891. A handsome building in the High Victorian Queen Anne Style, it was expanded by the addition of a north wing in 1910 and further added to in 1923. The Hospital served its purpose to the town for 60 years, closing in 1950 and later reopened as a convalescent facility. Today the building has been decanted and only houses the Hospital laundry and woodshop.

The Hospital is enquiring for a qualified group to develop their Avon Crest property at 86 John Street South (formerly 11 Avon Crest Drive) in Stratford, Ontario for the development of a new iconic building dedicated to providing healthcare-related services to the city and surrounding communities.

The Solution requirements, principles and objectives are detailed in SCHEDULE A - Statement of Needs.

1.3 RFS Objectives

This RFS uses an innovation procurement approach which focuses on identifying the desired outcomes within an established operational and technical framework, to allow Proponents to propose innovative solutions.

This RFS uses outcome-based specifications and value-based evaluation criteria to encourage innovative solutions. If a Proponent wishes to propose more than one Solution, it may do so in its Proposal, and the Evaluation Team will evaluate each alternative approach and assign each a separate score according to the evaluation methodology set out in this RFS. It is important that the alternative approaches be described in separate parts of the Proponent's Proposal. Proponents are cautioned that a failure to separate the discussion of one proposed approach from another proposed approach in its Proposal, and/or a failure to clearly respond to all Proposal requirements (including rated elements) for each proposed approach, may undermine the Evaluation Team's ability to evaluate the entire Proposal. Proponents may cross-reference earlier sections of its Proposal rather than repeat content that applies to multiple alternative approaches. In addition, Proponents should specify how an alternative proposal differs from the original requirements specified in the RFS and demonstrates how better value for money can be obtained through the alternative.

For additional guidance please refer to SCHEDULE A - Statement of Needs

THIS IS A NON-BINDING RFS. IT IS CONCEIVABLE THAT NO AGREEMENT WILL RESULT FROM THE RFS DUE TO THE DISCRETION OF THE HOSPITAL AND/OR ANY PROPONENT TO NOT PROCEED. THERE IS NO LEGALLY BINDING OBLIGATION ON THE HOSPITAL OR ANY PROPONENT TO PROCEED. SEE SECTION 2.3 Not a Tender, No "Contract A" / "Contract B".

1.4 Relationship/Arrangement with Successful Proponent:

The objective is for the Hospital to be the property owner of the Hospital site and not act as a partner to the successful Proponent. The Hospital's intention is for the Proponent to plan and fund the development, under the auspice of Hospital.

The Hospital will:

- (a) take on the role of the "property owner"
- (b) provide the property for development
- (c) provide access to the Hospital through the existing service tunnel (redevelopment / expansion options are to be investigated by Proponents)
- (d) consider the option or possibility of Proposals that provide solutions that would involve the connection between the new facility and the existing SGH Central Power Plant and, in this respect, the Hospital would be willing to provide existing equipment specifications and hospital requirements as well as permitting the use

of the Hospital's utilities to provide power to the new development (notwithstanding the foregoing and for greater clarity, the Proponent would still be required to provide, and assume all liability in respect of, all necessary design, engineering and construction services and appropriate warranties in relation thereto)

The Hospital will provide:

- (a) legal survey of the Stratford General Hospital site and detail of the Avon Crest site
- (b) a Phase One Environmental Site Assessment
- (c) a Designated Substance Audit

1.5 Agreement

It is expected that the Preferred Proponent(s), if any, will develop and submit for review to Hospital in SCHEDULE M – Form of Agreement a comprehensive draft form of agreement or agreements capturing all of the elements of the agreed-upon Solution and setting out the terms and conditions that will apply to the arrangement (the “**Form of Agreement**”).

The Hospital will review and consider whether the Form of Agreement is mutually beneficial and appropriate for the basis of executing the Agreement. The Form of Agreement should reflect the elements set out in Section 1.5.1 Agreement – Key Provisions and the requirements of the RFS generally.

1.5.1 Agreement – Key Provisions

The Agreement will encompass and provide for, among other things, the following:

- finalized agreed-upon Solution
- specific financial model and revenue sharing streams
- specific planning and implementation timelines
- delivery/performance of the Solution
- the right of the Hospital to terminate the Agreement, at its sole option, if the anticipated or planned outcomes or revenue streams that form part of the Solution are not achieved
- indemnification, and possibly security instruments such as bonds or letters of credit, in favour of the Hospital in the event the Proponent defaults on its obligations under the Agreement, enters bankruptcy or receivership or otherwise abandons the development

- an obligation on the Proponent to ensure the Solution complies with all Applicable Laws and indemnification in favour of the Hospital in respect of any losses, costs or damages incurred as a result of a breach of that obligation
- provisions addressing how parking, access to and from the development, and traffic (both vehicular and pedestrian) will be appropriately accommodated during construction;
- provision of appropriate warranties including, without limitation, any special or extended equipment or material warranties
- provisions confirming that the Hospital and HPHA assumes no liability for, and provides no warranties or representations in respect of, the existing conditions of the site or building including, without limitation, the structural integrity of the building or the condition of the decommissioned elevators

For the development, the Successful Proponent will be required to provide Wrap-Up Liability and Builders Risk insurance. Upon award of the Agreement to the Successful Proponent, it is expected that liability insurance(s) will be required depending on the nature of the final agreed-upon Solution. The specific insurance requirements and obligations shall be reflected in the Agreement.

It is expected that the Agreement shall, whether itself or by way of separate agreement(s), provide for the leasing of the development property from the Hospital to the Successful Proponent for the purposes of constructing and operating the Solution. While the Hospital will retain right and title to the freehold interest in the property, it may also consider leasing space back from the Successful Proponent in the new development.

1.5.2 Agreement – Intellectual Property Rights

Although the Proponent (or its licensors) may continue to own all intellectual property arising out of the research and development activities undertaken in connection with responding to this RFS, the Hospital intends to have broad rights to that intellectual property. These rights, which shall be reflected in the Agreement, include the perpetual right to use that intellectual property as part of the Solution and for the purpose for which it was made available to the Hospital.

1.5.3 Agreement – Term

The term of the Agreement is intended to be for a period of at least ten (10) years. However, the term of the Agreement and any rights to extend will be negotiated, as mutually agreed upon, to align with the Successful Proponent's Solution.

1.5.4 Agreement – Execution

It is expected that the Agreement will be signed after the invitation to the Successful Proponent to develop and negotiate the Form of Agreement (such invitation is currently anticipated to be

made on or around February 2021), and no obligations on the part of the Hospital shall arise until such time as the Agreement is signed.

1.5.5 Agreement – Hospital

Subject to the terms of the RFS:

- (a) the Hospital reserves the right, in its sole discretion, to select and engage in negotiations with the Preferred Proponent; and
- (b) it is intended that the Hospital will enter into an Agreement with the Successful Proponent at the conclusion of the negotiations.

1.6 RFS Timetable

As outlined in Part 4 Evaluation Process, the following Timetable reflects a summary of the key dates in the RFS process:

Event	Location	Date
First Phase		
RFS Issue Date		February 3, 2020
Site Visit / Proponent Briefing (strongly recommended)	46 General Hospital Drive, Stratford, ON N5A 2Y6 Meeting Location: Main Hospital Entrance/Front Lobby	March 26, 2020 at 9:00am
Mandatory Receipt Confirmation Form with the inclusion of: <ul style="list-style-type: none"> • SCHEDULE H - Mandatory Minimum Requirements Checklist • SCHEDULE I - High Level Solution Overview Schedule 	N/A	May 4, 2020
Notification to a maximum of five (5) Proponents to participate in Commercially Confidential Meetings	N/A	May 26, 2020
Deadline to Register for Commercially Confidential Meetings (see Section 2.7 Commercially Confidential Meetings)	Via email to RFS Coordinator	June 2, 2020
Second Phase		
Commercially Confidential Meetings (including submission of agendas by	46 General Hospital Drive, Stratford, ON,	Week of June 22, 2020

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Proponents in advance of meetings and the scheduling and holding of the meetings) (<i>see Section 2.7 Commercially Confidential Meetings</i>)	N5A 2Y6	
Deadline for Questions Following Commercially Confidential Meetings (<i>see Section 2.8.1 Submission of Questions</i>)		July 10, 2020
Deadline for Questions Regarding Process (RFS Document) (<i>see Section 2.8.1 Submission of Questions</i>)		August 5, 2020
Last Day to Issue Addenda Before Proposal Submission Deadline (<i>see Section 2.9 Issued Addenda</i>)		August 7, 2020
Proposal Submission Deadline		August 17, 2020
Short list and invite up to a maximum of three (3) Proponents to Information Sharing and Discovery Sessions (<i>See Section 4.5 Information Sharing & Discovery Session</i>)	46 General Hospital Drive, Stratford, ON, N5A 2Y6	Week of October 19, 2020
SCHEDULE L – Statement of Work submitted by Proponents and evaluated	Via email to RFS Coordinator	November 9, 2020
Reference verification		Between October 19 - November 9, 2020
Third Phase		
Invitation to the Preferred Proponent to enter into negotiations	–	December 15, 2020
Negotiation sessions (<i>see Section 4.9 Negotiations</i>)	46 General Hospital Drive, Stratford, ON N5A 2Y6	To commence week of January 4, 2021
Final Negotiation of Agreement		
Invitation to Successful Proponent to finalize the Form of Agreement	–	On or around February 2021
Anticipated Agreement Start Date following completion of negotiations and finalization of Form of Agreement	–	TBD upon execution of Agreement
Anticipated pre-construction period which would include development of		TBD upon execution of Agreement

construction drawings, permit applications and the tendering and award of subcontracts as appropriate in the context of the selected Solution		
Anticipated Construction Start Date		<i>TBD upon execution of Agreement</i>
Completion of Construction		<i>TBD upon execution of Agreement</i>

The Hospital may change any of the above dates and times in the Timetable, including the Proposal Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, the Hospital will post any such change on www.Biddingo.com and www.merx.com.

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

Proponents should be available, if requested, for the Information Sharing & Discovery Session during the week of October 19, 2020.

Proponents should be available, if requested, for negotiations during the week of January 4, 2020

The Hospital will consult with invited Proponent(s) to confirm specific dates for a negotiation.

1.7 RFS Coordination & Management

1.7.1 RFS Coordinator

All communications with the Hospital regarding any aspect of this RFS (up until any Agreement award notification) must be directed to the RFS Coordinator:

Name: Jennifer Lubbers
 Manager, Materials Management Department

Title: RFS Coordinator

Phone #: 519-272-8210, extension 2976

E-mail address: jennifer.lubbers@hpha.ca

1.7.2 RFS Manager

The RFS Manager will oversee and manage the entirety of the project, coordinating with RFS Coordinator during the Proposal submission and award period, continuing on after award of the Agreement as the lead Hospital contact, attending meetings during the development and liaising when the development is in operation:

Name: Francesco Sabatini
Manager, Facility Management Projects

Title: RFS Manager

Phone #: 519-272-8210, extension 2855

E-mail address: Francesco.Sabatini@hpha.ca

PART 2 RFS TERMS AND PROCEDURES

2.1 Definitions

In this RFS, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **“Agreement”** means the formal agreement or agreements that may be entered into by the Hospital with a successful Proponent to this RFS.
- (b) **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (c) **“Business Day”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.
- (d) **“Commercially Confidential Meetings”** or **“CCMs”** has the meaning ascribed in Section 2.7.1 Purpose for Commercially Confidential Meetings.
- (e) **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- (f) **“Consortium”** means a Proponent that is composed of one or more entities.
- (g) **“Consortium Member”** means one of the members of a Consortium.
- (h) **“Days”** means calendar days.

- (i) **“Eligible Proposal”** means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (j) **“Eligible Proponents”** means Proponents that have submitted an Eligible Proposal.
- (k) **“Evaluation Team”** means the individuals who have been selected by the Hospital to evaluate the Proposals.
- (l) **“Financial Proposal”** means the financial proposal in SCHEDULE G – Financial Proposal which forms part of a Proposal and is to be submitted in two stages, as described in Part 4 Evaluation Process.
- (m) **“Form of Agreement”** has the meaning ascribed in Section 1.5 Agreement.
- (n) **“Hospital”** means the Huron Perth Healthcare Alliance – Stratford General Hospital.
- (o) **“HPHA”** or **“Huron Perth Healthcare Alliance”** means the Huron Perth Healthcare Alliance of which the Hospital is a member.
- (p) **“HPHA Team”** means the Huron Perth Healthcare Alliance employees that will be named to the Avon Crest Centre for Health & Wellness project team.
- (q) **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual that is received or collected by the Hospital as part of this RFS, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.
- (r) **“PHI”** means personal health information.
- (s) **“PHIPA”** means the *Personal Health Information Protection Act*, and its regulations, as may be amended from time to time.
- (t) **“Preferred Proponent”** means the Proponent(s) that the Hospital has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- (u) **“Proponent”** means an entity that submits a Proposal in response to this RFS and, as the context may suggest, refers to a potential Proponent.
- (v) **“Proposal”** means all of the documentation and information submitted by a Proponent in response to the RFS.
- (w) **“Proposal Submission Deadline”** means the corresponding date and time as set out in Section 1.6 RFS Timetable as may be amended from time to time in accordance with the terms of the RFS.

- (x) **“Protest”** has the meaning ascribed in Section 2.19 Bid Protest Procedure.
- (y) **“Request for Solutions”** or **“RFS”** means this Request for Solutions issued by the Hospital and all addenda thereto.
- (z) **“RFS Manager”** means the individual identified in Section 1.7 RFS Coordination & Management.
- (aa) **“RFS Coordinator”** means the individual identified in Section 1.7 RFS Coordination & Management.
- (bb) **“Schedule”** means a Schedule to the RFS.
- (cc) **“Solution”** means the Avon Crest Centre for Health & Wellness development as described in more detail in the SCHEDULE A - Statement of Needs
- (dd) **“Statement of Work”** means the statement of work submitted by Proponents in Stage V of the evaluation process substantially in the form attached at SCHEDULE L – Statement of Work
- (ee) **“Successful Proponent”** means the Proponent selected by the Hospital to enter into the Agreement.
- (ff) **“Timetable”** means the timetable for this RFS, as described at Section 1.6 RFS Timetable.
- (gg) **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Hospital and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFS process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFS process and result in any unfairness.

2.2 Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) Words in the RFS shall bear their natural meaning.

- (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- (d) In construing the RFS, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (e) Unless otherwise indicated, time periods will be strictly applied.
- (f) Any references to a statute shall be deemed to also include reference to all regulations enacted in respect of that statute.
- (g) The following terminology applies in the RFS:
 - (i) Whenever the terms “must” or “shall” are used in relation to the Hospital or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Hospital shall” or the “Proponent shall”, as the case may be.
 - (ii) The term “should” relates to a requirement which the Hospital would like the Proponent to address in its Proposal.
 - (iii) The term “will” describes a procedure that is intended to be followed.

2.3 Not a Tender, No “Contract A” / “Contract B”

Notwithstanding any other provision of this RFS:

- (a) this RFS is merely a request for solutions; it is not an offer to enter into a bidding contract (referred to as “Contract A”) or a tender call intending to place legally binding obligations on the Hospital, or any Proponent to enter into an agreement or to be bound by any of the terms of that Proponent’s Proposal; and
- (b) it is not the intention of the Hospital to enter into an agreement for the deliverables described in this RFS or enter into any other legally binding obligations unless and until the Hospital has negotiated and finalized a separate written agreement satisfactory to both the Hospital and a Proponent, if any, with whom the Hospital decides to negotiate.

A Proponent may withdraw a Proposal in accordance with 2.12 Withdrawal of Proposal

The Hospital is under no obligation to consider any Proposal that the Proponent seeks to modify following the Proposal Submission Deadline. Proposals and related information about

Proponents will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered information or pricing, could adversely impact any such evaluation (or result in the Hospital revisiting that evaluation) and may result in disqualification (in the Hospital's sole discretion).

2.4 Restricted Communications

Proponents that fail to comply with the requirement to direct all communications to the RFS Coordinator may be disqualified from this RFS process. Without limiting the generality of this provision, Proponents should not communicate with or attempt to communicate with the following (unless instructed to by the RFS Coordinator):

- (a) any director, officer, employee or agent of the Hospital (other than the RFS Coordinator);
- (b) any officer, employee or agent of the Hospital's governing bodies (such as Board of Governors, Board of Directors, Board of Advisors or Trustees);
- (c) any member of the Evaluation Team;
- (d) any expert or advisor assisting the Evaluation Team;
- (e) any elected official of any level of government, including any advisor to any elected official; or
- (f) any director, officer, employee or agent of the Hospital.

2.5 Authorized Communications, Amendments, Waivers

Proponents are advised that from the date of issue of the RFS to any award notification:

- (a) only the RFS Coordinator, through the RFS Manager, is authorized by the Hospital to amend or waive the requirements of the RFS pursuant to the terms of this RFS; and
- (b) under no circumstances shall a Proponent rely upon any information or instruction from any officer, director, employee, agent of the Hospital, or the Hospital's governing body (such as Board of Governors, Board of Directors, Board of Advisors, or Trustees) unless the information or instruction is provided in writing by the RFS Coordinator, in coordination with the RFS Manager.

2.6 Due Diligence, Inconsistencies, Errors, Etc.

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

If a Proponent has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFS, the Proponent must notify the RFS Coordinator in writing prior to submitting a Proposal. The RFS Coordinator, with the RFS Manager, will then clarify the matter for the benefit of all Proponents.

2.7 Commercially Confidential Meetings

The Hospital, as described further below, will arrange one-on-one meetings with the shortlisted Proponents to further explore the Proponents' high-level Solutions in a private forum. Also known as Commercially Confidential Meetings ("CCM"), these meetings can help to inform the development of the Solution requirements.

2.7.1 Purpose for Commercially Confidential Meetings

As set out in the Timetable, the Hospital intends to hold CCMs.

The purpose of CCMs is to provide a process that will assist the Proponents to develop optimal Solutions while minimizing the risk that a Proponent's Proposal is unresponsive to the Hospitals' requirements, including to:

- permit Proponent representatives to provide the Hospital's representatives with comments and feedback on material issues relating to the SCHEDULE A - Statement of Needs or any other aspect of the RFS;
- permit a Proponent to discuss potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal; and
- permit a Proponent to clarify, or seek amendments to, provisions in the Form of Agreement.

2.7.2 Scheduling Commercially Confidential Meetings

While attendance at CCMs is not mandatory, shortlisted Proponents are strongly encouraged to attend. Proponents invited to attend CCMs are advised to register by the date specified therein in order to participate in the CCMs. Proponents who do not register by the date specified, at the Hospital's sole discretion, may be advised that they are unable to participate in the CCMs.

The Hospital anticipates holding one (1) CCM (with each Proponent), each of no more than ninety (90) minutes in duration, during the time periods set out in the Timetable.

The Hospital will consult with each registered Proponent to confirm specific dates for each CCM within such specified time periods.

If the Hospital considers it desirable or necessary to schedule additional or fewer CCMs, the Hospital may amend the Timetable by an addendum. If the Hospital considers it desirable or necessary to schedule CCMs of a longer duration than set out above, the Hospital may do so by

issuing an addendum or by advising Proponents at least **10 Business Days** prior to the start of those CCMs.

Participation in CCMs is **in-person only** – no video and/or telephone participation outside the Hospital team will be allowed.

At least **ten (10) Business Days** in advance of any CCM, the Proponent should provide the Hospital's RFS Coordinator with:

- a proposed meeting agenda setting out a list of prioritized issues it would like to discuss;
- any materials relevant to such issues; and
- the names, titles and contact information of each representative of the Proponent who will attend the meeting.

The Hospital may provide Proponents with a form to be used by Proponents in setting out this information for review by the Hospital.

The Hospital may provide Proponents with comments on the agenda and a list of any of the prioritized issues the Hospital would like to discuss at least **one (1) Business Day** prior to the date of the meeting. The Hospital may however raise any issue for discussion at a CCM prior to or during the meeting.

The Hospital may limit the number of Proponent representatives participating at any CCM.

The Hospital will determine which of its representatives will be present at any CCM.

2.7.3 Commercially Confidential Meetings are Non-Binding

Any statement, consent, waiver, acceptance, approval or anything else said or done (including any positive or negative views, encouragement or endorsements expressed by or on behalf of the Hospital) at or in connection with a CCM shall **not be binding** on the Hospital, shall not amend this RFS, and shall not be relied on by a Proponent, **unless** issued in writing by addendum.

If, for the purposes of the preparation of its Proposal, a Proponent wishes to rely on anything said or done at a CCM, then the Proponent must submit a question pursuant to Section 2.8.1 Submission of Questions (i) describing any confirmation, clarification, explanation or change which has been discussed, and (ii) requesting the Hospital to issue an addendum to this RFS in accordance with Section 2.9 Issued Addenda. The Hospital is under no obligation to issue any such addendum.

2.7.4 Sharing Information to Ensure Fair Process

If the Hospital determines that, during a CCM, it provided a Proponent with information that clarifies or supplements the RFS, and such information was not provided to all Proponents by

addenda, then the Hospital will provide such information to all Eligible Proponents by addenda, except that the Hospital will, to the extent fairness to all Proponents permits, delete from any such addenda, information that is commercially confidential to a Proponent.

2.8 Proponent Questions

2.8.1 Submission of Questions

The Hospital will use the following process regarding any request for clarification of any aspect of the RFS:

- (a) Proponents must submit requests for clarification by email to the RFS Coordinator, or as may otherwise be directed by the RFS Coordinator.
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.
- (c) Where a question relates to a specific section of this RFS, reference should be made to the specific section number and page of the RFS.
- (d) Requests for clarification must be submitted at least 10 Business Days prior to the Proposal Submission Deadline.

2.8.2 Responses to Questions

The Hospital will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.8.1 Submission of Questions, subject to the provisions of this Section. Questions and answers will be distributed in numbered addenda to Proponents by posting such addenda on www.bidding.com and www.merx.com. In answering a Proponent's question(s) in any addenda, the Hospital will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Hospital may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude any question(s) that are either unclear, inappropriate or confidential; and
- (c) provide a single, consolidated answer to similar questions from various Proponents.

Where an answer results in any change to the RFS, such answer will be formally documented through the issuance of a separate addendum reflecting that change.

2.9 Issued Addenda

The Hospital will only amend or supplement the RFS by issuing an addendum. Any amendment or supplement to the RFS made in any other manner will not apply to the RFS or the Hospital.

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the addenda that have been issued. All addenda that have any impact on a Proponent's Proposal will be posted on www.biddingo.com and www.merx.com at least **ten (10)** Days prior to the Proposal Submission Deadline, unless it is an addendum that extends the Proposal Submission Deadline.

2.10 Mandatory Receipt Confirmation Schedule

Proponents are required to acknowledge receipt of RFS# T-345 Avon Crest Centre for Health and Wellness and their intent to submit a Proposal by sending the Mandatory Receipt Confirmation Schedule and applicable Schedules by email to the attention of the RFS Coordinator by May 4, 2020.

2.11 Proposal Submission

To be considered in the RFS process, a Proponent's Proposal must be received by the RFS Submission Deadline, as set out in Section 1.6 RFS Timetable, in a sealed package and should bear the following information on the label.

RFS # T-345 Avon Crest Centre for Health and Wellness
Attention: Jennifer Lubbers, RFS Coordinator
Materials Management Department
Huron Perth Healthcare Alliance - Stratford General Hospital
46 General Hospital Drive Stratford ON N5A 2Y6

Proponent's name:

Return address:

Proposals received after the Proposal Submission Deadline shall not be considered. Regardless of the method of delivery of the Proposal chosen by Proponent, each Proponent is responsible for the actual delivery of its Proposal. A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by the Proposal Submission Deadline.

2.12 Withdrawal of Proposal

A Proponent may withdraw its Proposal by providing written notice to both the RFS Manager and the RFS Coordinator. A Proposal may be withdrawn at any time – including after the Proposal Submission Deadline. The Hospital has no obligation to return withdrawn Proposals.

2.13 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline. The Proponent must provide notice to the RFS Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFS. The Hospital has no obligation to return amended Proposals.

2.14 Clarification of Proponent's Proposal

The Hospital shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Hospital shall not be obliged to seek clarification of any aspect of any Proposal.

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

2.15 Verification of Information

The Hospital may:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in any subsequent communication by whatever means the Hospital may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is doubtful; or
- (c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Hospital shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

2.16 No Publicity or Promotion

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

If a Proponent, including the Preferred Proponent makes a public statement either in the media or otherwise that is contrary to the Hospital's wishes, noted above:

- (a) the Hospital may disqualify that Proponent; and
- (b) although the Hospital intends to treat all Proposals as confidential, the Hospital may disclose any information about a Proponent's Proposal to provide accurate information and/or to rectify any false impression which may have been created.

2.17 Confidentiality and Privacy

2.17.1 Confidential Information of the HPHA and Stratford General Hospital

At any time during this RFS process, the Hospital may request that all Proponents (or all Eligible Proponents, depending on the stage of the process) to sign a confidentiality agreement in connection with matters arising out of this RFS, and as a mandatory requirement to continue to participate in the RFS.

2.17.2 Confidential Information of the Proponent

Except as provided otherwise in this RFS, or as may be required by Applicable Laws, the Hospital will treat the Proponents' Proposals (including, but not limited to pricing and concept information) and any information gathered in any related process as confidential, and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of evaluating this RFS and who are subject to binding confidentiality obligations.

The Hospital does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by the Hospital.

2.17.3 Personal Information

Personal Information shall be treated as follows:

- (a) **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Hospital request such information, the Hospital will treat this information in accordance with the provisions of this section and will maintain the information for a period of 7 years from the time of collection.
- (b) **Use** – Any Personal Information that is requested from each Proponent by the Hospital shall only be used to (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this RFS process; and (iv) in the case of the successful Proponent, for contract management purposes.
- (c) **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Hospital. If any Personal Information is disclosed to the Hospital by a Proponent, the Hospital will consider that the appropriate consents have been obtained for the disclosure to and use by the Hospital of the requested information for the purposes described herein.

2.18 Debriefing

Not later than 60 Days following the date of posting a contract award notification in respect of this RFS, a Proponent may contact the RFS Coordinator to request a debriefing from the Hospital.

Any request that is not received within the foregoing timeframe may not be considered and the Proponent will be notified of same in writing.

2.19 Bid Protest Procedure

Notwithstanding each Proponent's acknowledgment and agreement that the Hospital shall have no liability with respect to the consideration of Proposals or conduct of the RFS process, if a Proponent wishes to review a decision made in respect of any material aspect of the RFS process, the Hospital will consider any written protest ("**Protest**") submitted to it that includes the following:

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

In the event that a Proponent wishes to review the decision of the Hospital in respect of any material aspect of the RFS process, and subject to having attended a debriefing, the Proponent and the Hospital shall make reasonable commercial efforts to resolve the dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

If the Proponent and the Hospital have been unable to resolve a dispute through negotiation, either party may, by written notice, request the appointment of a mediator. The parties to the dispute agree to use reasonable commercial efforts to agree on the mediator within ten (10) Business Days from the delivery of the written notice requesting mediation, failing which the appointment of the mediator will be made by the "Appointing Committee" of ADR Chambers, Toronto, presiding on the date the notice in writing requesting mediation was delivered. The parties agree to co-operate with the mediator and make reasonable commercial efforts to resolve the dispute. If the dispute has not been resolved within fifteen (15) Days after a mediator has been agreed to or appointed, or within such period as the parties may agree, the mediator shall terminate the mediated negotiations by giving a written notice.

Following receipt of a notice from the mediator terminating the mediated negotiations, either party may request, by notice in writing, that the dispute be submitted to arbitration. If the party receiving such notice delivers a written notice agreeing that the dispute should be submitted to arbitration, the dispute shall be submitted to binding arbitration before a single arbitrator in the municipality in which the Hospital is located. Unless all parties to the dispute agree to submit the dispute to arbitration, there shall be no arbitration of the dispute.

In the event the Hospital has agreed with one or more Proponents to submit a dispute to arbitration, any such party may give notice of the dispute to one or more other Proponents who submitted Proposal(s) in response to this RFS, each of such other Proponent may, if it agrees to participate in the arbitration, be a party to and be entitled to participate in the arbitration and be bound by the arbitrator's award, whether, having agreed, they participate in the arbitration or not.

The agreement of an original party to submit a dispute to arbitration may be made conditional on the consent of one or more other Proponents also consenting to submit the dispute to arbitration. In the event that such a condition has been stipulated as a term of agreement to submit a dispute to arbitration, the consent of that party to arbitrate will be deemed withdrawn in the event that the condition is not satisfied or waived by the party that imposed it.

In the event the parties to the dispute agree to submit the dispute to binding arbitration, the parties to the dispute agree to use reasonable commercial efforts to agree on the sole arbitrator and, failing agreement within ten (10) Business Days from the date the parties agree to submit the dispute to arbitration, the appointment of the arbitrator will be made by the "Appointing Committee" of ADR Chambers, presiding on the date the parties agreed to submit the dispute to arbitration.

The parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) Business Days, subject to the discretion of the arbitrator to increase such time.

Notwithstanding each Proponent's acknowledgement and agreement that the Hospital shall have no liability with respect to the consideration of Proposals or conduct of the RFS process, if a Proponent is successful in prosecuting a dispute as described in this section, the Hospital's maximum aggregate liability the Proponent shall be limited to the reasonable direct costs the Proponent incurred in preparing its Proposal.

2.20 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act* (Ontario), applies to records in the custody or control of Ontario hospitals, and includes any information provided by Proponents in connection with this RFS. Such information may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. The confidentiality of such information will be maintained by the Hospital, except as otherwise required by law or by order of a court, tribunal, or the Ontario Information and Privacy Commissioner. Generally, only specific portions of a Proposal should be identified.

2.21 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

2.22 Trade Agreements

Proponents should note that this procurement process is within the scope of Chapter 5 of the Canada Free Trade Agreement, and the Trade and Cooperation Agreement between Quebec and Ontario, and is subject to treaty requirements. It is the intension of the Hospital to comply with any and all applicable trade treaties including Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement.

For more information, please refer to the Internal Trade Secretariat website at www.cfta-alec.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at www.cfta-alec.ca/trade-enhancement-agreements/.

2.23 Rights of the Hospital – General

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

- (a) make public the names of any or all Proponents;
- (b) as part of the evaluation process, request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Hospital's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- (c) waive formalities and accept Proposals that substantially comply with the requirements of this RFS, in the Hospital's sole discretion;
- (d) verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.15 Verification of Information;

- (e) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Hospital impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFS;
- (f) disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Hospital, and the Hospital determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of the Hospital;
- (g) disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- (h) disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (i) disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - (i) are subject to final judgments in respect of serious crimes or other serious offences; or
 - (ii) have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent (including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal);
- (j) disqualify any Proponent if the Proponent has failed to pay taxes;
- (k) make changes, including substantial changes, to this RFS provided that those changes are issued by way of addenda in the manner set out in this RFS;
- (l) accept or reject a Proposal if only one Proposal is submitted;
- (m) reject a subcontractor proposed by a Proponent within a consortium;
- (n) select a Proponent other than the Proponent whose Proposal reflects the lowest cost and/or highest revenue stream to the Hospital;
- (o) cancel this RFS process at any stage and issue a new RFS for the same or similar requirements, including where:
 - (i) the Hospital determines that it would be in the best interest of the Hospital not to award an Agreement;

and where the Hospital cancels this RFS, the Hospital may do so without providing reasons, and the Hospital may thereafter issue a new request for solutions, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this RFS; or

- (p) reject a Proponent that has launched legal proceedings against the Hospital or is otherwise engaged in a dispute with the Hospital.

By submitting a Proposal, the Proponent authorizes the collection by the Hospital any of the information identified in this RFS, which the Hospital may request from any third party.

2.24 Rights of the Hospital – Successful Proponent

If the Successful Proponent fails or refuses to execute the Agreement within **thirty (30) Days** from being notified of the Hospital's intention to award to it the Agreement, the Hospital may, in its sole discretion:

- (a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Hospital may, in its sole discretion, terminate the discussions;
- (b) exclude the Successful Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents (and, in its absolute and unfettered discretion, select another Successful Proponent); and
- (c) exercise any other applicable rights set out in this RFS, including but not limited to, cancelling the RFS and issuing a new RFS or introduce other solution processes for the same or similar Solution.

2.25 Proponent's Costs

Every Proponent expressly acknowledges and agrees that by submitting a Proposal and/or participating in this RFS process, it bears all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFS process, including all costs and expenses relating to the Proponent's participation in:

- (a) the preparation, presentation, and submission of its Proposal;
- (b) the Proponent's attendance at any meeting in relation to the RFS process, including any presentations;
- (c) the conduct of any due diligence on its part, including any information gathering activity;

- (d) the preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

2.26 Entire RFS

This RFS and all Schedules form an integral part of this RFS.

2.27 Ontario / Canadian Law

The RFS and the Proponent's Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

2.28 No Liability

The information contained in this RFS is supplied solely as guidance for Proponents. The information contained in this RFS is not guaranteed or warranted to be accurate by the Hospital, nor is it necessarily comprehensive or exhaustive. Nothing in this RFS is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFS.

Without limiting the foregoing, each Proponent acknowledges and agrees that neither the Hospital, nor its representatives or agents, shall have any liability to any Proponent whose Proposal is not accepted. Neither the Hospital, nor its representatives or agents shall be liable to any Proponent in contract, tort, restitution or pursuant to any other legal theory, for any claim, action, cost, loss, damage, or liability, whatsoever or howsoever arising from this RFS and RFS process.

2.29 Existing Site and Building Conditions and Information Contained in the RFS

The Hospital and HPHA assume no liability for, and provide no warranties or representations in respect of, the existing conditions of the site or building including, without limitation, the structural integrity of the existing building or the condition of the decommissioned elevators. Without limiting the foregoing, by submitting Proposals in response to this RFS Proponents acknowledge that the Hospital and HPHA have not performed any analysis or review of the existing site or building conditions including, without limitation, the building's structural integrity or the condition of the decommissioned elevators.

Nothing in this RFS is intended to relieve Proponents from forming their own opinions and conclusions with respect to the existing site and building conditions and with respect to the matters addressed in this RFS.

With respect to information provided in this RFS, the Hospital has used reasonable efforts to ensure an accurate representation of such information; however, information contained in this RFS is supplied solely as a guideline for Proponents. Any information provided in this RFS is relied upon or acted upon by Proponents solely and exclusively at their own risk.

**PART 3
PROPOSAL FORMAT AND CONTENTS**

3.1 Proposal Format

3.1.1 Proposal Components

The Proponent's Proposal should be comprised of and include:

- (i) One (1) original paper copies of the Proposal; and
- (ii) Three (3) electronic copies (each copy on a separate CD-ROM or memory stick in either Adobe Acrobat (PDF) Microsoft Office or format) of the Proposal.

Proposals submitted in any other manner may be disqualified. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the Electronic Commerce Act, 2000, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFS may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFS.

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

3.1.2 Forms and Schedules

Proposals should be submitted in accordance with the instructions set out in this RFS and by completing the Schedules referred to in Section 3.2 Proposal Contents. Schedules should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

3.1.3 Proposal Formatting and Technical Matters

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

- (a) all pages should be numbered;
- (b) avoid using symbols in electronic file names unless directed to use them (&, #, etc.);
- (c) avoid using scanned copies of documents where possible (scanned copies tend to be of greater size than original electronic versions);
- (d) embedded hyperlinks to online literature that are included in a Proposal should be a direct link to the page setting out the necessary information rather than the Proponent's main website;

- (e) completely address, on a point-by-point basis, each requirement identified in Section 3.2 Proposal Contents; and
- (f) respond to the requirements in the applicable Schedule, or as may be directed in this RFS – the Schedules provided, as appropriate, should be used for completing the Proposal.

3.2 Proposal Contents

Proposals must contain the elements listed in Section 3.3 General & Mandatory Requirements. A failure to do so will result in the Proposal being disqualified. Proponents should provide responses to the **mandatory requirements** in the corresponding Schedule or as otherwise directed.

3.3 General & Mandatory Requirements

This Section lists the general and mandatory requirements for Proposals. Mandatory requirements must be complied with in order for the Proposal to receive consideration. If, in the sole discretion of the Hospital, the Proposal does not comply with these mandatory requirements, the Hospital shall, without liability, cost, or penalty, eliminate the Proposal from the RFS process. For the purposes of this RFS, “comply” and “compliance” mean that the Proposal substantially conforms to the mandatory requirements in this Section 3.3 General & Mandatory Requirements without material deviation. A material deviation is one:

- a) that, in the judgment of the Hospital, represents a failure of the Proponent to properly address or provide for a significant or substantial component, item or term required by this RFS; or
- b) that affects in any substantial way the scope, quality, or performance of what is being requested pursuant to this RFS.

Mandatory Requirements	Evaluation
<p>Mandatory Receipt Confirmation Form</p> <p>The Proposal includes the Mandatory Receipt Confirmation Schedule completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE B – Information Practices Schedule</p> <p>The Proposal includes the SCHEDULE B - Information Practices Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE C - Declaration and Certification</p> <p>The Proposal includes the SCHEDULE C - Declaration and Certification, completed by the Proponent in accordance the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE D - Unfair Advantage and Conflict of Interest Statement</p> <p>The Proposal includes the SCHEDULE D - Unfair Advantage and Conflict of Interest Statement, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE E - References</p> <p>The Proposal includes the SCHEDULE E - References, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE H – Mandatory Minimum Requirements Checklist</p> <p>The Proposal includes the SCHEDULE H - Mandatory Minimum Requirements Checklist (submitted with the Receipt Confirmation Form) completed by the Proponent in accordance with the instructions contained in that Schedule.</p> <p>If five (5) or less complete submissions are received, the Hospital has the discretion to immediately proceed to Stage III.</p>	<p><i>Pass or Disqualification</i></p>
<p>SCHEDULE I - High Level Solution Overview</p> <p>The Proposal includes the SCHEDULE I - High Level Solution Overview Schedule (submitted with the Receipt Confirmation Form) completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Scored</i></p>
<p>SCHEDULE J – Compliance with Accessibility Standards</p> <p>The Proposal includes SCHEDULE J – Compliance with Accessibility Standards completed by the Proponent in accordance with the instructions contained in that</p>	<p><i>Scored</i></p>

Schedule.	
<p>SCHEDULE K – Consortium Information</p> <p>The Proposal includes SCHEDULE K – Consortium Information completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<i>Pass or Disqualification</i>
General Requirement	Evaluation
<p>SCHEDULE A – Statement of Needs Schedule</p> <p>The Proposal includes SCHEDULE A - Statement of Needs which includes the information to be reviewed by the Proponent</p>	<i>Information Purposes Only</i>
<p>SCHEDULE F – Written Submission Rated Elements</p> <p>The Proposal includes SCHEDULE F - Written Submission Rated Elements, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<i>Scored</i>
<p>SCHEDULE G - Pricing Schedule</p> <p>The Proposal includes SCHEDULE G – Financial Proposal, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<i>Scored</i>
<p>SCHEDULE L - Statement of Work</p> <p>The Proposal includes SCHEDULE L – Statement of Work, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<i>Scored</i>
<p>SCHEDULE M - Form of Agreement</p> <p>The Proposal includes SCHEDULE M – Form of Agreement, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<i>Negotiated</i>

**PART 4
EVALUATION PROCESS**

4.1 General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The evaluation of the Proposals will be conducted individually by each member of the Evaluation Team and averaged into a final score for each stage. The Hospital will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Weight
I	Site Visit and Proponent Briefing (strongly recommended)	
II	Mandatory Receipt Confirmation Form	(Pass/Fail)
	Schedule H - Mandatory Minimum Requirements Checklist	
	Schedule I - High Level Solution Overview	10 points
III	Schedule F - Written Submission Rated Elements	30 points
	Schedule G - Preliminary Financial Proposal	10 points
IV	Information Sharing & Discovery Session for Shortlisted Proponent(s) only	10 points
V	Schedule L - Statement of Work Submission	20 points
	Schedule G – Finalized Financial Proposal	10 points
VI	Reference Verification	10 points
	Total	100 Points

4.2 Stage I –Site Visit and Proponent Briefing

A Site Visit and Proponent Briefing as referenced in Section 1.6 RFS Timetable has been scheduled to allow potential Proponents to view the site, ask questions and obtain additional information regarding this RFS.

Although, the Site Visit & Proponent Briefing is not a mandatory requirement it is strongly recommended and highly encouraged that Proponents attend. Proponents that have not attended the Mandatory Site Visit and Proponent Briefing session are still eligible to advance to Stage II of the RFS evaluation process.

For Proponents that are attending the Site Visit & Proponent Briefing please refer to the details below:

Location:	Address:	Date & Time:	Meeting Location:
Stratford General Hospital	46 General Hospital Drive Stratford, ON N5A 2Y6	March 26, 2020. To commence <u>at 9:00am</u> sharp	Main Entrance/Hospital Lobby

4.3 Stage II - Review of Mandatory Receipt Confirmation Form including Minimum Mandatory Requirements Checklist & High-level Solution Overview (10 Points)

Eligible Proponents that have met with the criteria set forth in Stage I are required to submit a Mandatory Receipt Confirmation Form which will include:

- SCHEDULE H - Mandatory Minimum Requirements Checklist
- SCHEDULE I - High Level Solution Overview Schedule

Proponents that fail to meet the Minimum Mandatory Requirements Checklist will not be given any further consideration in the evaluation process.

The High Level Solution Overview as described in SCHEDULE I - High Level Solution Overview Schedule will be scored as per Part 4 Evaluation Process. At this stage, Proponents will be shortlisted to a maximum of five (5) highest scored proponents to progress to Stage III.

Prior to Stage III, Commercially Confidential Meetings may be scheduled following the conclusion of Stage II, as described in Section 2.7 Commercially Confidential Meetings

4.4 Stage III - Evaluation of Written Submission and Preliminary Financials (40 Points)

In Stage III, Proponents' Proposals will be scored and evaluated based on the Written Submission Rated Elements submitted in SCHEDULE F - Written Submission Rated Elements & SCHEDULE G – Financials and will be scored in accordance with the weights assigned in the table in Section 4.1 General.

At the conclusion of Stage III, Proponents will be shortlisted to a maximum of three (3) highest scored Proponents to progress to Stage IV.

4.5 Stage IV – Information Sharing & Discovery Session (10 Points)

In Stage IV, the Evaluation Team will invite the shortlisted Proponents from Stage III to participate in the Information Sharing and Discovery Session Stage.

The purpose of the Information Sharing and Discovery Session will be to allow the Proponent to address the major elements of its Proposal to obtain any required clarification and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's team so as to validate the evaluation results of the Proposal. In advance of the Information Sharing and Discovery Session, each Proponent invited may be requested to provide clarifications on specific elements of their Proposal and provide conceptual drawings in relation to their Proposal (such as floor plans, elevations or site plans).

It is the intent that following this meeting the Proponent(s) will have a full understanding to develop and finalize their Statement of Work and final Financial Proposal for submission as outlined in Stage V.

4.6 Stage V – Statement of Work Submission (30 Points)

In Stage V, Proponents will be required to submit a Statement of Work along with their final Financial Proposal in the form attached in SCHEDULE L – Statement of Work and SCHEDULE G – Financial Proposal which will be scored in accordance with the weights assigned in the table in Section 4.1 General.

The Hospital will, at the conclusion of Stage V, select one or more Preferred Proponents that will be eligible to advance to Stage VI.

4.7 Stage VI – Reference Verification (10 Points)

At this stage, the Evaluation Team will verify as many references provided by the Proponent in SCHEDULE E - References as the Evaluation Team may deem appropriate. Such references may be conducted in-person, or in any manner as the Evaluation Team may determine in its sole discretion.

References will be assessed on a scored basis as to their satisfaction with the performance of the Proponent, and will serve to validate, or not (as the case may be), the evaluation conducted by the Evaluation Team.

4.8 Tie Break Process

Where two or more Proposals achieve a tied score on completion of the evaluation process, the Hospital shall break the tie by reference to the highest Financial score.

4.9 Negotiations

Based on the scoring of the above-noted stages, the Hospital may in its sole discretion:

- enter into negotiations with one or more of the Preferred Proponents regarding their Proposals and the terms and conditions of the Form of Agreement and provide specific timetables for the processes of such negotiations;

The Hospital reserves the right to, at any time, call for best and final offers following the negotiations described in this Section.

Negotiations are intended to:

- achieve the optimal Solution for the Hospital using a outcome/value-based approach that supports the objectives as outlined in this RFS; and
- focus mainly on terms of the Agreement.

The Hospital will consult with each Proponent with whom it wishes to engage in negotiations to confirm specific dates for each negotiation session.

At least **ten (10) Business Days** in advance of any negotiation session, the Proponent or the Hospital may provide:

- a list of prioritized issues it would like to discuss; and
- the names, titles and contact information of each representative of the Proponent who will attend the meeting.

4.9.1 Negotiation Sessions are Non-Binding

Any statement, consent, waiver, acceptance, approval or anything else said or done (including any positive or negative views, encouragement or endorsements expressed by or on behalf of the Hospital) at or in connection with a negotiation session shall **not be binding** on the Hospital, shall not amend this RFS, and shall not be relied on by a Proponent, **unless** issued in writing by addendum to the RFS.

For greater clarity, and notwithstanding the foregoing, conducting negotiations with a Proponent does not give rise to any obligation on the part of the Hospital to enter into negotiations with any other Proponent(s). In addition, the commencement of negotiations does not create any contractual obligation between the Hospital and any Proponent who may attend or participate in such negotiation. For even greater certainty, the Hospital makes no commitment to the participating Proponent(s) that an Agreement will be executed. The Proponent(s) acknowledge that the commencement of any negotiation does not obligate the Hospital to execute the Agreement.

4.9.2 Sharing Information to Ensure Fair Process

If the Hospital determines that, during a negotiation session, it provided a Proponent with information that clarifies or supplements the RFS, and such information was not provided to all Proponents that were still participating in the RFS process, then the Hospital may provide such

information to such Proponents by addenda, except that the Hospital will, to the extent fairness to all Proponents permits, delete from any such addenda, information that is commercially confidential to a Proponent.

4.9.3 Selecting the Successful Proponent

Following negotiations, the Hospital will notify a Preferred Proponent, if any, that it is the Successful Proponent and request that it draft the Form of Agreement that includes or otherwise reflects all of the terms, conditions and discussions put forward during the course of this RFS process and subsequent negotiations and satisfy the other requirements of the Form of Agreement as described in this RFS.

The Successful Proponent will submit to the Hospital the draft Form of Agreement for review no later than fourteen (14) Days following the notification described in the previous paragraph and will then work together with the Hospital in good faith to finalize and execute the Agreement.

For greater certainty, the Hospital makes no commitment to the Successful Proponent (or to any Proponent) that the Agreement will be executed. The Successful Proponent acknowledges that the preparation of the draft Form of Agreement does not obligate the Hospital to execute the Agreement.

The Hospital shall at all times be entitled to exercise its rights under Section 2.24 Rights of the Hospital – Successful Proponent.

4.9.4 Proposal Submission Checklist

Attached at Appendix 4 to this RFS is a Proposal Submission Checklist which Proponents are encouraged to use to ensure their Proposals contain all necessary information and attachments. The Hospital may use the Proposal Submission Checklist to assist in its evaluation of Proposals.

SCHEDULE A - Statement of Needs

The purpose of this RFS is for the Hospital to solicit interest and gauge the local involvement of an Avon Crest development that would further strengthen healthcare services in the Huron Perth counties, and/or add necessary Long Term Care beds and/or address mental health care and community necessities.

The Hospital will continue to maintain a building, which is currently vacant, depletes resources that could be allocated elsewhere (such as security services, heating and water), poses potential liabilities to the Hospital with regard to delaying the decommissioning of building, and reflects potential lost benefit to the surrounding community and potential lost revenue streams.

Additional information can be found in APPENDIX 1: Site Plan/Survey, APPENDIX 2: Studies, APPENDIX 3: Existing Building Plans

Objectives and Principles

The Hospital is seeking to satisfy the following objectives in issuing the RFS:

- a) Redevelop the Avon Crest property into a sustainable space/forum that supports healthcare, the local community and is complimentary/compatible with the existing services offered at the Huron Perth Healthcare Alliance.
- b) Pay homage to the original Hospital, the history and heritage of the site and the town, ensuring that the historical significance of the site and building are respected.
- c) Cultivate a mutually beneficial relationship with the Huron Perth Healthcare Alliance that increases the profile and prosperity of the Huron Perth Healthcare Alliance, the surrounding counties, the surrounding community, the City of Stratford and surrounding areas.
- d) Achieve the best overall solution in exchange for value that will enhance healthcare related services to the City of Stratford and surrounding communities.
- e) Remove the financial burden on the Hospital in exchange for value that will enhance the provision of healthcare and services in the surrounding community.

Requirements

- a) The new development shall adhere to all requirements of the Ontario Building Code, the *Accessibility for Ontarians with Disabilities Act, 2005* (Ontario) and all local municipal and zoning by-laws.
- b) Careful demolition of the existing building must be considered. Landscaping around the proposed development must be considered. The building should represent value for money. It should not be grandiose. In developing the design, the Proponent must be respectful to the thoughts and values of HPHA and of the local community.

- c) In addition, the development should meet all parking needs for itself and continue to provide the required parking for the Hospital and staff. Proponents should consider the possibility of expanding parking availability adjacent to the Hospital and/or a parking garage facility. Current staff parking fees must be maintained for Hospital staff and visitors. The existing parking capacity at the Hospital site is described in APPENDIX 5: Existing Parking Capacity Stratford Site to the RFS.
- d) Environmental sustainable design for the new facility is paramount (a rating is desirable). There should be strong consideration given to the surrounding green space (TJ Dolan trail and park) and conservatory requirements.
- e) The Solution shall incorporate or deliver programming that provides predominantly healthcare-related services, for example:
 - (i) long term care;
 - (ii) mental health care;
 - (iii) family health team(s);
 - (iv) pharmacies;
 - (v) community services;
 - (vi) attainable housing;
 - (vii) services that are complimentary to the existing Hospital and HPHA services;
 - (viii) services that meet current and future services as outlined by the Local Health Integration Network (LHIN);
 - (ix) laboratory;
 - (x) childcare services (with primary services for HPHA staff)

For Additional Consideration

Proponents should give consideration to the following additional building availability:

- a) For consideration, but not a prerequisite, the SGH Special Services Unit (90 John St South, Stratford, N5A 2Y8), Centennial Apartments (118 John St South, Stratford, N5A 2Y8) and the Cottage (adjacent to Avon Crest and the Centennial Apartments) on the Avon Crest site could be made available to the Proponent as part of the project scope of work. If the Proponent would choose to have these buildings included within their proposed scope of work, the Proponent would be obligated to replace said programming of each building within their submission for exclusive HPHA use.

RFS # T-345 Avon Crest Centre for Health & Wellness

- b) For consideration, but not a prerequisite, the College / Residence Building (130 Young Street, Stratford, N5A 1J7) on the Stratford General Hospital site could be made available to the Proponent as part of the project scope of work. If the Proponent would choose to have this building included within their proposed scope of work, the Proponent would be obligated to replace said programming of the building within their submission for exclusive HPHA use.
- c) Currently the Stratford General Hospital Special Services Unit building, Centennial Apartments building and the Doctor's House on the Avon Crest site are not included in the scope of work of the Avon Crest Centre for Health & Wellness project.

Proponents should give consideration to the following utility availability:

- d) Connection to existing Hospital utilities, all or some (water, steam and hydro), through the SGH Central Power Plant. The Hospital currently has a Cogeneration Plant as part of the SGH Central Power Plant.

Proponents should give consideration to the following services availability:

- e) Facilities Management department, Housekeeping department, Information Technologies department, Nutrition Services department, Material Management department, as well as medical department services at the Hospital can be contracted to provide services at or in conjunction with the Avon Crest Centre for Health & Wellness development.

SCHEDULE B - Information Practices Schedule

If the Solution does not involve PHI as described below, the Proponent should respond by stating not applicable

Collection, Use, and Disclosure of Personal Health Information (“PHI”)

Hospital Practices to Protect Personal Health Information

1. The Proponent will employ appropriate safeguards to prevent theft, loss, and unauthorized access, copying, modification, use, disclosure, or disposal of PHI. Without limiting the generality of the foregoing, the Proponent will take reasonable steps to ensure that all PHI from the Hospital is securely segregated from any information owned by the Proponent or third parties, including access barriers, physical segregation, and password authorization.
2. The Proponent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
3. The Proponent will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements, and employee sanctions.
4. The Proponent will ensure that all employees who have access to PHI from the Hospital have undergone screening that includes reference checks.
5. The Proponent will ensure that its employees who are fired, resign, or no longer require access to PHI from the Hospital return all PHI to the Hospital and can, thereafter, no longer access applications, hardware, software, network, and facilities belonging to either the Proponent or the Hospital.
6. The Proponent will revoke any user’s access to PHI if security is breached and on the Hospital’s reasonable request.
7. At the termination of the Agreement, the Proponent will return or destroy all PHI received from, created, or received by the Proponent on behalf of the Hospital that the Proponent maintains custody of in any form and will retain no copies of PHI thereafter. The Proponent will certify to the Hospital that all such PHI has been returned or destroyed, as the case may be. If such return or destruction of PHI is not feasible, the Proponent will notify the Hospital of this fact, extend the protections of the Agreement to all PHI in your custody and will cease all further uses and disclosures.

Notification of and Communication with the Hospital

8. The Proponent will provide the Hospital with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Hospital within 24 hours of any changes in the identity of the responsible person.
9. The Proponent will provide notice to the Hospital's Privacy Office if the nature of the Proponent's business and the services being provided to the Hospital require that the Hospital PHI must be transmitted or access be provided to any of the Proponent's personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the PHI will be transmitted or from where it will be accessed. The Hospital's Privacy Office can be notified as follows:

Name: Ken Haworth, MBA, CPA, CMA
Title: VP Operations/Chief Financial Officer
Address 46 General Hospital Drive, Stratford, Ontario N5A
2Y6
Phone #: 519-272-8210, ext. 2440
E-mail address: ken.haworth@hpha.ca

10. The Proponent will report to the Hospital's Privacy Office at the Proponent's first reasonable opportunity, but in any event no more than 48 hours after the Proponent becomes aware of any use, disclosure (including being legally compelled), theft, or unauthorized access of PHI by the Proponent or any of your agents or subcontractors to whom you provide the Hospital PHI.
11. The Proponent will refer anyone trying to access, correct, or complain about their PHI to the Hospital's Privacy Office within 48 hours of receiving the complaint or request for access or correction. The Proponent will cooperate with and assist the Hospital in the management of any such request for access or correction or complaint.
12. The Proponent will, upon request, make PHI available to the Hospital for amendment and incorporate any amendments into the Proponent's records of PHI. During the term of the Agreement, the Proponent may never deny the Hospital access to its patients' PHI.
13. The Hospital reserves the right to: inspect any goods used or records maintained by the Proponent in connection with the provision of goods or services; question the Proponent's personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices.

Additional Hospital Rights

14. The Agreement will include provisions that contemplate the following terms, conditions and obligations:
 - (a) Notwithstanding anything else contained in the Agreement, the Proponent authorizes, acknowledges, and accepts termination without notice of the Agreement by the Hospital if the Hospital determines the Proponent has violated any of these practices.
 - (b) All of the privacy provisions in this SCHEDULE B - Information Practices Schedule shall survive the termination of the Agreement.
 - (c) The Hospital reserves the right to obtain a court order stopping or preventing the Proponent from violating the privacy terms in this SCHEDULE B - Information Practices Schedule. The Proponent acknowledges that any breach of these practices will result in the Hospital suffering irreparable harm.

SCHEDULE C - Declaration and Certification

TO: Huron Perth Healthcare Alliance – Stratford General Hospital (the “HOSPITAL”)

Attention: Jennifer Lubbers – RFS Coordinator, Manager of Materials Management

RE: IN THE MATTER OF our Proposal dated **[Insert]** to which this Declaration and Certification Form is an integral part the Proposal prepared by **[Insert]** and submitted in response to Request for Solutions T-345 issued by Huron Perth Healthcare Alliance – Stratford General Hospital dated **[Insert]** as amended, regarding the selection of a Successful Proponent to execute an Agreement pursuant to this RFS.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal if applicable, to execute this Declaration and Certification Form. I solemnly declare and certify as follows:

Proponent Information:

Legal Name _____

Type of Legal Entity _____

Mailing Address _____

Name of Supplier Authorized Signing Officer _____

Name of Supplier Representative _____

Supplier Representative Title _____

Telephone Number _____

Facsimile Number _____

Email Address _____

Date _____

Confirmation:

Without in any way modifying the provisions of the above-noted RFS, we confirm as follows:

Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Hospital prior to the RFS Submission Deadline. The onus remains on the Proponent to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

Disclosure of Information

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

Proof of Insurance and Good Standing Under the Workplace Safety and Insurance Act (Ontario)

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

Execution of Agreement

If its Proposal is selected by the Hospital, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFS. The Hospital is prepared, but not obligated to enter into negotiations in an effort to reach a mutually beneficial Agreement.

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

Accuracy of Information: To the best of my/our knowledge, the information contained in the Proposal is accurate and true.

SCHEDULE D - Unfair Advantage and Conflict of Interest Statement

Prior to completing this Schedule, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 Definitions of the RFS. If the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS.

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

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

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

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

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

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

SCHEDULE E - References

Proponent Name:

The Proponent should provide a minimum of **five (5)** references of existing clients for whom it is providing Services of a similar type, size and complexity. It is intended that these references will be contacted by the Purchasing Organization to follow up on the references. The results of reference checks will be taken into consideration during the evaluation of Proposals.

Reference 1	Proponent Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 2	Proponent Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 3	Proponent Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 4	Proponent Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 5	Proponent Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

SCHEDULE F - Written Submission Rated Elements

See Separate Excel Document(s) Attached;



Schedule F - Written
Submission Rated Ele

Schedule F – Written Submission Rated Elements

Proponents should ensure all submissions are in the format presented for consideration

SCHEDULE G – Financial Proposal

Financial Proposals are to be submitted in two (2) stages as per Part 4 Evaluation Process: preliminary (as Stage III) and final (as Stage V). The Financial Proposal at Stage III will be evaluated based on the Proponent’s commitment to and demonstration of addressing the key priorities. The Financial Proposal at Stage V will be evaluated based on the Statement of Work submission.

Note that the Financial Proposal is exempt from the response page limitations.

Financial Consideration (10 points)	Weight
Strong financially secure partner (financial statements, banking information, guarantees)	30%
Zero financial burden/liability for HPHA	20%
Provision of a guaranteed revenue stream; potentially from parking revenue to compensate for the provision of the land	20%
Stable and secure rate of return provided in return for the long term lease of the subject land	30%
Total	100%

In framing your Financial Proposal, you should provide as much detailed cost information as possible (alternative options are acceptable as they might be discussed in the next Stage if selected).

SCHEDULE H - Mandatory Minimum Requirements Checklist

Proponents are to complete and submit this Schedule with the Mandatory Receipt Confirmation Schedule

In the attached excel spreadsheet are the minimum mandatory requirements. Please indicate “yes or no” that you comply with the requirements set forth.

See Separate Excel Document(s) Attached;



Schedule H -
Mandatory Minimum

Schedule H – Mandatory Minimum Requirements Checklist

Proponents should ensure all submissions are in the format presented for consideration.

SCHEDULE I - High Level Solution Overview Schedule

Proponents are to complete and submit this Schedule with the Mandatory Receipt Confirmation Schedule. The Schedule, once completed, shall be no longer than eight (8) 8.5 x 11 pages (single spaced and in 10-point font). Embedded links are not acceptable.

Key points and suggested response from Proponents should include;

1. High level conceptual plan outlining proposed arrangement, including potential profit-sharing streams
2. Schedule of delivery to start of construction and to end of construction
3. Relevant experience, expertise and performance record of the Proponent organisation
4. Ability, capacity and evidence of financial stability to undertake the project
5. Other relevant, pertinent and influential documentation

SCHEDULE J – Compliance with Accessibility Standards

As part of its response to this RFS, the Proponent must describe how the proposed Services will be in compliance with applicable accessibility standards under the *Accessibility for Ontarians with Disabilities Act, 2005* and its regulations, including any policies and personnel training that have been or will be required or recommended by the Proponent in respect thereof.

Please insert response here.

SCHEDULE K – Consortium Information

Where a consortium is bidding on this RFS, the Proponent shall:

- a) provide the name of the prime Consortium Member;
- b) confirm that the prime Consortium Member shall assume full responsibility and liability for the work and actions of all consortium members with respect to this RFS.

Prime Consortium Member	
Name:	
Address:	
Telephone Number:	
Facsimile Number:	
Confirmation of Prime Supplier's Full Responsibility & Liability:	

If a Proponent submitting a Proposal in response to this RFS is not a Consortium, the Proponent should submit this Schedule with the following statement on it: "Not applicable".

SCHEDULE L – Statement of Work

Proponents are to complete and submit this Schedule as per 4.6 Stage V – Statement of Work Submission of the Evaluation Process.

See Separate Word Document(s) Attached;



Schedule L -
Statement of Work.doc

Schedule L – Statement of Work

Proponents should ensure all submissions are in the format presented for consideration

SCHEDULE M – Form of Agreement

Proponents are to submit this Schedule in accordance with the requirements set forth as per 1.5 Agreement of the RFS.

Schedule M – Form of Agreement.

APPENDIX 1: Site Plan/Survey



Appendix 1 - Site
Plan Survey.pdf

APPENDIX 2: Studies



Appendix 2 - Studies
- AAU Report - July 11



Appendix 2 - Studies
- DSA - August 2018,4



Appendix 2 - Studies
- Phase One ESA.pdf

APPENDIX 3: Existing Building Plans



Appendix 3 - Existing Building Plans.pdf

APPENDIX 4: Proposal Submission Checklist

RESPONSE APPENDICES/SCHEDULE	TO BE SUBMITTED BY
Mandatory Receipt Confirmation Form	May 4, 2020
SCHEDULE H - Mandatory Minimum Requirements Checklist	May 4, 2020
SCHEDULE I – High Level Solution Overview Schedule	May 4, 2020
SCHEDULE B – Information Practices Schedule	August 17, 2020
SCHEDULE C – Declaration and Certification Schedule	August 17, 2020
SCHEDULE D – Unfair Advantage and Conflict of Interest Statement	August 17, 2020
SCHEDULE E – References	August 17, 2020
SCHEDULE F – Written Submission Rated Elements	August 17, 2020
SCHEDULE G – Pricing Schedule (Preliminary Financials)	August 17, 2020
SCHEDULE J – Compliance with Accessibility Standards	August 17, 2020
SCHEDULE K – Consortium Information	August 17, 2020
SCHEDULE L – Statement of Work Submission	November 9, 2020
SCHEDULE G – Pricing Schedule (Final Financials)	November 9, 2020
SCHEDULE M – Form of Agreement	TBD upon execution of Agreement

APPENDIX 5: Existing Parking Capacity Stratford Site

On Site Preferred Parking

The Stratford Site currently has 693 parking spots available for use, of which 20 stalls in total are accessible spaces.

- I. Lot "A" Visitor's Parking Lot
 - a. The existing 101 spaces are fully utilized during the day and 6 spaces are reserved for accessibility, Renal and Cancer, and a further 15 spaces are reserved for other specific purposes as follows:
 - b. An audit of staff access cards identified approximately 125-day shift staff accessing site parking on a regular basis.
- II. Lot "B" Doctor's Parking Lot
 - a. 27 total spaces being currently utilized by 252 physicians
 - b. Currently billing physicians \$222.00 per annum
- III. Lot "C" Ambulance Parking Lot
 - a. Currently contains 8 reserved spaces including 1 accessible parking stall
 - b. Reserved spaces area as follows:
 - i. 1 - accessible
 - ii. 1 - 15 minute loading
 - iii. 1 – ambulance / transfer
 - iv. 2 – service vehicles
 - v. 3 – foundation
- IV. Lot "D" Visitors Parking Lot
 - a. Currently contains 25 spaces including 6 accessible parking stalls
- V. Lot "E" Visitors Parking Lot
 - a. Currently contains 126 spaces and no accessible stalls
- VI. Lot "F" College Parking Lot
 - a. Currently contains 20 spaces
 - i. 18 Conestoga
 - ii. 2 accessible
- VII. Lot "G" Emergency Parking Lot
 - a. Currently contains 50 spaces
 - i. 1 accessible
- VIII. Lot "H" Ambulance Parking Lot
 - a. Contains 3 spaces
- IX. Lots "K&L" Avon Crest Staff/Visitor Parking Lots
 - a. Contains 333 spaces
 - i. 1 accessible