Baycrest Centre for Geriatric Care
3560 Bathurst Street, Toronto, ON M6A 2E1
(the “Customer(s)” or “BCGC”)

Request for Proposals
for
Construction of the
New Baycrest Centre for Geriatric Care
Dentistry Alterations

RFP Document: 161290

Issue Date: May 4, 2017

Closing Time: May 31, 2017 @ 12:00:00 p.m. EST
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ARTICLE 1 – INTRODUCTION

1.1 Shared Services West

Established in January 2001, Shared Services West (“SSW”) is a not-for-profit corporation owned and operated by Halton Healthcare, Trillium Health Partners, and William Osler Health System (collectively, the “SSW Members”). The SSW mandate is to leverage coordinated logistics purchasing, contract management and equipment procurement at the hospitals of the SSW Members and at our client hospitals, which are currently Baycrest Centre for Geriatric Care, Haldimand War Memorial Hospital & Edgewater Gardens, Headwaters Health Care Centre, Runnymede Healthcare Centre, Collingwood General & Marine Hospital, Georgian Bay General Hospital and West Park Healthcare Centre (collectively, the “SSW Clients”), to provide best value, improve quality of service and facilitate the reallocation of resources to direct patient care.

SSW is a party to an affiliation agreement (the “Affiliation Agreement”) with Hospital Administrative Services o/a Plexxus (“Plexxus”). Plexxus is a shared services organization that provides procurement, strategic sourcing, logistics and information technology services to eleven member hospitals in the Toronto Central, Central East, and Central LHINs (collectively, the “Plexxus Clients”). Pursuant to the Affiliation Agreement SSW agreed that Plexxus Clients would be permitted to: (i) participate in competitive procurements managed by SSW; and (ii) leverage vendor contracts that result from competitive procurements managed by SSW.

SSW is representing the Customer(s) as its Bid Administrator, as further defined in ARTICLE 3 - RFP PROCEDURES, and any rights or obligations of SSW enumerated herein will be exercised on the Customer(s)’s behalf and in the Customer(s) best interests.

SSW is issuing this RFP and will administer the RFP procedure set forth herein for the immediate benefit, and on behalf, of Baycrest Centre for Geriatric Care (the “Customer(s)” or “Baycrest” or “BCGC”).

1.2 Baycrest Centre for Geriatric Care

Headquartered on a 22-acre campus in Toronto, Ontario and fully affiliated with the University of Toronto, Baycrest is the global leader in developing and providing innovations in aging and brain health to enhance quality of life by optimizing, physical and mental wellbeing.

Baycrest is unique in the world, combining a comprehensive system of care for aging patients, one of the world’s top research institutes in cognitive neuroscience, dedicated centers focused on mitigating the impact of age-related illness and impairment, and unmatched global knowledge exchange and commercialization capacity.

Baycrest Centre for Geriatric Care is located at 3560 Bathurst Street, Toronto, ON M6A 2E1, and further information can be found at www.baycrest.org

1.2.1 Baycrest Strategic Plan
Please go to the Baycrest website at: www.baycrest.org/strategicplan/20132018/ for the strategic plan

1.2.2 Conditions of the Place of Work

The place of Work is located is located at: 3560 Bathurst Street, Toronto, ON M6A 2E1 (“Place of Work”).

Before submitting a Proposal, Bidders should investigate the Place of Work to fully ascertain existing conditions, circumstances and limitations affecting the Work. No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a Proposal.

1.3 Objectives

This RFP is being issued by SSW and the Customer(s) to obtain proposals (collectively, “Proposals” and individually “Proposal”) from qualified general contractors (“Bidders”) for the construction of the new Baycrest Centre for Geriatric Care Dentistry Alterations (the “Work”) as part of the Project. SSW is representing the Customer(s) as its Bid Administrator, as further defined in ARTICLE 3 - RFP PROCEDURES, and any rights or obligations of SSW enumerated herein will be exercised on the Customer(s)’s behalf and in the Customer(s)’s best interests.

The Customer(s) seeks to enter into an agreement with the successful Bidder (“Successful Bidder”) for the Work (“Agreement”), resulting from the evaluation of this RFP, in the form as set out in Schedule D (including Project specific Supplementary Conditions as set out in Appendix 2).

The overall project (“Project”) scope involves construction of a dental clinic at Baycrest Centre for Geriatric Care (please refer to appendix 1 for detailed scope).

1.4 RFP Process Overview

The evaluation process for this RFP will be conducted in the following two stages:

Stage One – Technical Submission - The evaluation process of the Technical Submission intends to establish a short-list of Bidders who can provide the Work.

Bidders will have the demonstrated experience, proven capacity and flexibility of personnel, equipment, and technologies to meet the future work requirements of the Customer(s) over the term of the service period.

The minimum passing score for the Technical Submission component of the Proposal as set out in Section 8.3 Rated Criteria is sixty (60) percent of the possible one-hundred (100) percent. Bidders achieving a score of less than sixty (60) on their Technical Submission will not proceed to the second stage.

Stage Two – Pricing Submission - Bidders achieving a score of sixty (60) percent or higher on their Technical Submission will have their Pricing Submission envelope opened and subsequently evaluated.
The Bidder with the Highest Total Proposal Score of the Bidders who have had their Pricing Submission evaluated will be identified as the possible Successful Bidder.

1.5 Compliance with AODA

As part of the Technical Submission, a Bidder may describe all measures that the Bidder intends to implement or make available in order that the Work be in compliance with applicable accessibility standards under the Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”) and its regulations, including but not limited to (i) any training that has been, or will be, provided to Bidder’s staff; and (ii) all policies implemented by Bidder in respect of the AODA and its regulations. The Agreement shall require that the Successful Bidder provide all Work in accordance with the AODA and its regulations.

1.6 Accessing the RFP Documents and Responding to the RFP

a) The RFP is available only through Biddingo. For further information about Biddingo, visit the Biddingo website at www.Biddingo.com. Parties that intend to respond to the RFP must ensure that they have the necessary software to access and download the RFP through Biddingo. Parties that intend to respond to the RFP must consult Biddingo in a reasonably regular manner for any document updates or Addenda, and must base Proposals on the most current version of the RFP available on Biddingo.

b) Bidders may contact Biddingo at the email address or phone number set out on the Website for technical support. Bidders will not contact SSW or the Customer(s) for such technical support. Bidders may experience delays in response if seeking technical support from Biddingo within the period that is seven (7) days before the Closing Time due to an increase in technical support requests or other demands on the Biddingo website.

c) SSW and the Customer(s) will not assume any risk, responsibility or liability whatsoever to any Bidder for ensuring that the Biddingo website is in good working order or that the Bidders are able to download documents or other material from the website, including, without limitation, delays caused by Biddingo when responding to Bidders’ requests for technical support. It is the Bidders responsibility to download the RFP Documents in sufficient time prior to the Closing Time to enable the Bidder to submit a Proposal. SSW and the Customer(s) makes no representation, warranty or condition that the Biddingo website will be uninterrupted, timely, secure, or error-free.

ARTICLE 2 - PROPOSAL SUBMISSION

2.1 Proposal Submission

Bidders must submit one (1) hard copy of their Technical Submission (without pricing) clearly marked “Original” and two (2) electronic (USB drive) versions of the Technical Submission as well as an additional five (5) hard copies each marked as “Copy”.
Bidders must submit one (1) hard copy of their Pricing Submission clearly marked “Original” and two (2) electronic (USB drive) versions of the Pricing Submission as well as an additional one (1) hard copy of the Pricing Submission, all collectively in a separate sealed envelope clearly marked “Pricing Submission”.

Proposals must be enclosed in a sealed envelope bearing the Submission Package Envelope Label provided in Schedule L. Envelopes are to be addressed and delivered to:

Rebecca Binns, Bid Administrator
Shared Services West
2295 Bristol Circle, Suite 101
Oakville, ON L6H 6P8
Email: rebecca.binns@ssw.ca

Proposals received after the closing time of May 31, 2017 at 12:00:00 p.m. E.S.T (“Closing Time”) shall not be considered and shall be returned to the Bidder unopened. The time of receipt of a Proposal shall be deemed to be the date and time stamped by SSW on such Proposal based on the designated clock at the address for submission. Each Bidder is responsible for the actual delivery of its Proposal to the address and location listed above on or before the Closing Time, regardless of whether the Proposal has been given to couriers, delivery services, Canada Post or employees or agents of SSW or the Customer(s) for delivery to that location. The Bid Administrator is not responsible for lost or misdirected submissions of any Proposal.

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

In addition:

a) Proposals must be submitted in English.

b) Proposals should be signed in accordance with the following requirements:

i. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature. Affix seal to each signature.

ii. Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal.

iii. Joint Venture: Each and every party of the joint venture should sign under their respective seals in a manner appropriate to such party as described above.

c) Proposals should contain concise written material and illustrations that enable a clear understanding and evaluation of the Bidder’s capabilities and the qualities of its Proposal. Legibility, clarity, and completeness of the Bidder's Proposal are encouraged.

d) Bidders should initial and date each and every correction, change, erasure or alteration contained in a completed Proposal.
In the event of any inconsistency or conflict, the original hard copy of the Proposal shall be paramount.

Bidders shall not discuss or communicate any details in connection with their Proposal and the RFP to anyone not specifically involved in their Proposal without the prior written approval of SSW. Without limiting the generality of the forgoing, each Bidder’s Proposal will be prepared without any connection, knowledge, comparison of information, or arrangement with any other Bidder or any employee, representative, or agent thereof, and each Bidder will be responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

Except with the prior written consent of SSW and the Customer(s), Bidders shall not make any public announcement or distribute any literature regarding: (i) this RFP, (ii) any discussions relating to this RFP, (iii) any award or other results relating to this RFP, or (iv) otherwise promote itself in connection with this RFP. Further, no public announcement or the distribution of any literature is to be made by the selected Bidder in respect of any contract negotiations or the execution of an agreement unless otherwise agreed to by SSW or the Customer(s) in writing and coordinated with SSW or the Customer(s).

The entire content of the Bidder’s Proposal is to be self-contained and the content of web sites or other external documents referred to in the Proposal will not be considered to form part of its Proposal. SSW or the Customer(s) is under no obligation to seek out information not contained in the Proposal.

The Proposal and any accompanying documentation provided by a Bidder in connection with this RFP ("Proposal Materials") will become the property of the Customer(s) and will not be returned unless the Proposal is received after the Closing Time, as noted above.

The issuance of this RFP to any prospective Bidder shall not cause any express or implied commitment or undertaking on the part of SSW or the Customer(s) to acquire any products or services.

The Proposal must include the price for the Work ("Proposal Price"). Expense quotes should itemized and must be consistent with the Customer’s current expense claim policy/policies as well as relevant Broader Public Sector directives. The Customer(s) will not agree to reimburse additional expenses, unless such additional expenses are approved by the Customer(s) in advance.

To enable SSW and the Customer(s) to evaluate all Proposals in a consistent manner, each Bidder should submit a Proposal that,

i. is securely bound (double-sided printing is encouraged) with numbered pages and with a font no less than 11 point;

ii. has a title page and complete table of contents at the front of the Proposal immediately following the title page;
iii. has a divider with tabs, at least at the beginning of each part of the Proposal; and

iv. is on 8.5” x 11” portrait, except for applicable appendices, charts and graphs, where appropriate.

Each and every Proposal is deemed to be made on the basis of all documents comprising the RFP including, without limitation, the Project specific drawings and specifications and Project manual (“RFP Documents”) issued by SSW or the Customer(s) at any time and from time to time.

2.2 Intentionally Left Blank

2.3 Withdrawal of Proposal

A Bidder may withdraw its Proposal only by giving written notice received by the Bid Administrator, prior to the Closing Time.

2.4 Amendment of Proposal

A Bidder may amend its Proposals after submission but only if the Proposal is amended and resubmitted before the Closing Time by notice to the Bid Administrator in writing and replaced with a revised Proposal, in accordance with the provisions of this RFP. In any event, where more than one Proposal is submitted by a Bidder prior to the Closing Time, the last Proposal received by the Bid Administrator shall be deemed to have revoked any prior Proposal submitted by the respective Bidder.

2.5 Requirements

For the purposes of the requirements stated in this RFP

a) “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and

b) “should”, “could” and “may” indicate that the requirement is discretionary.

2.6 Proposal Format

Proposals should completely address, on a point-by-point basis, each requirement identified in this RFP, and each copy of the Proposal should be complete in all respects.

2.7 Identifying Information

Each Bidder should submit the following information and supporting documentation. If the Bidder is a joint venture or partnership, all information required by this Section should be submitted for each participant in the joint venture or partnership:

a) Name;

b) Brief overview of the company background;
c) Whether incorporated, partnership, sole proprietorship or other;
d) Date of incorporation or date of formation of partnership, if applicable;
e) Registered office;
f) Organizational chart, if applicable;
g) List of contracts, identifying those of similar size and scope; and
h) Evidence of Bidder’s past experience.

2.8 Validity of Proposals
Proposals must be valid for ninety (90) days from the date of the Closing Time.

ARTICLE 3 - RFP PROCEDURES

3.1 Bid Administrator
All questions and communications of any kind regarding this RFP must be directed to the Bid Administrator as the single point of contact for the RFP, unless otherwise requested by the Bid Administrator. The following provisions shall apply to any communications with the Bid Administrator, or the delivery of documents to the Bid Administrator:

a) Fax communications will not be accepted.
b) SSW and the Customer(s) shall not assume any risk or responsibility or liability whatsoever to any Bidder:
   i. for ensuring that any electronic email system being operated by or for SSW is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Bidder’s transmission cannot be received; and/or
   ii. if a permitted email communication or delivery is not received by SSW, or received in less than its entirety, within any time limit specified by the RFP.
c) All permitted email communications with, or delivery of documents to, the Bid Administrator will be deemed as having been received by the Bid Administrator on the dates and times indicated on the Bid Administrator’s electronic equipment.
d) The Bid Administrator is under no obligation to provide additional information but may do so at its sole discretion.

3.2 Contact Information for Bid Administrator
The bid administrator (”Bid Administrator”) for the RFP is:

Name: Rebecca Binns
3.3 Notice of RFP

The Bidder is put on notice that from the date of issue of the RFP to the date of execution of the Agreement:

   a) Only the Bid Administrator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP on behalf of the Customer(s).

   b) Other than the Bid Administrator, Bidders must not contact SSW, the Customer(s), or their respective employees or agents in regards to this RFP, unless authorized by the Bid Administrator.

   c) Under no circumstances may the Bidder rely upon any information or instructions from SSW, the Customer(s), or their respective employees or agents unless the information or instructions are provided in writing by the Bid Administrator in the form of Addenda issued under the RFP.

   d) Neither SSW, the Customer(s), or their respective employees or agents shall be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in writing by the Bid Administrator in the form of Addenda issued under the RFP.

3.4 Bidders to Review RFP

Bidders should promptly examine all of the RFP Documents:

   a) should report any errors, omissions or ambiguities; and

   b) may direct questions or seek additional information,

in accordance with Section 3.5.

3.5 Clarification and Questions

Bidders should report all errors, omissions or ambiguities and should submit questions, seek additional information or request clarification of this RFP by:

   a) e-mail to the Bid Administrator or as otherwise directed by the Bid Administrator prior to the applicable deadline set out in ARTICLE 6 - SELECTION MILESTONES;

   b) referencing the applicable section and page number of the documents to which they apply; and

   c) including the Bidder’s address, telephone number and e-mail address.
It is the responsibility of the Bidder to submit questions, seek additional information or request clarification from the Bid Administrator on any matter it considers to be unclear. SSW and the Customer(s) shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFP or its process.

3.6 Responses to Questions

SSW may provide all Bidders with written responses to emails that are submitted in accordance with Section 3.5 Clarification and Questions, subject to the provisions of this Section. Questions and their corresponding responses will be distributed in numbered Addenda. In responding to the Bidder’s emails, SSW may include in the Addenda all relevant portions of the email but not attribute the email to any Bidder.

Notwithstanding the foregoing, SSW may, in its sole discretion, answer similar questions from various Bidders only once, edit emails for clarity, and not respond to emails that are either inappropriate or not comprehensible or reference the Bidder by name or do not necessitate a response. SSW and the Customer(s) reserves the right not to respond to any email or other communication made by a Bidder.

3.7 Amendments to the RFP and Issued Addenda

SSW and the Customer(s) may, in their sole discretion, amend or supplement the RFP Documents prior to the Closing Time. SSW shall issue changes to the RFP Documents including the Mandatory Requirements and the rated requirements (including the Rated Criteria) only by formal addendum in writing (collectively, “Addenda” and individually, “Addendum”) at least seven (7) days prior to the Closing Time. All Addenda shall form part of this RFP and be made available in the same manner as the original RFP. Addendum must be expressly marked and issued as such. No other statement, whether oral or written, made by SSW or the Customer(s) or their respective advisors, employees or representatives, including for clarity, the Bid Administrator, or any other person, shall amend the RFP Documents. For greater certainty, discussions which take place at the Site Meeting shall not form part of the RFP Documents, except to the extent they are in writing and marked and issued as an Addendum.

Each Bidder is responsible for verifying before submitting its Proposal that it has received all Addenda that have been issued. Bidders may, in writing, seek confirmation of the number of Addenda issued under this RFP from the Bid Administrator.

3.8 Rights

SSW and the Customer(s) shall have the right without liability, cost or penalty to exercise any of the rights set out in Section 3.9 to Section 3.14 or elsewhere in the RFP or otherwise available to the Customer(s).

3.9 Customer’s Best Interest

SSW and the Customer(s) may, in their sole and absolute discretion, carry out the RFP process as it determines to be in the best interests of the Customer(s) and to be the most beneficial to Customer(s). At any time after the issuance of the RFP, SSW or the Customer(s) may decide to:
a) conduct a new procurement process with one, some or all of the Bidders and/or any other person, corporation or other entity (“Other Person”); or

b) request a proposal from any Other Person either in the RFP process or in a new procurement process.

3.10 Right to Cancel the RFP

SSW or the Customer(s) shall have the right, in their sole and absolute discretion, to cancel or suspend this RFP or the Project at any time, either prior to or after the Closing Time, without award. SSW and the Customer(s) shall not be obligated to provide reasons for such cancellation or suspension.

3.11 Clarification of Bidder’s Proposal

SSW and the Customer(s) shall have the right at any time after Proposal submission, to:

a) seek clarification from any Bidder in respect of the Bidder’s Proposal;

b) require any Bidder to submit supplementary documentation clarifying or changing any matters contained in their Proposal; or

c) request that any Bidder provide additional information,

without contacting other Bidders and such documentation or information submitted by the Bidder and accepted by SSW or the Customer(s) shall form part of such Bidder’s Proposal. SSW and the Customer(s) are not obliged to seek clarification of any aspect of a Proposal or request additional information.

3.12 Verification of Information

SSW and the Customer(s) shall have the right to:

a) verify any Bidder statement or claim by whatever means SSW or the Customer(s) deems appropriate, including contacting persons in addition to those offered as references; and

b) access the Bidder’s premises where any part of the Work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability.

The Bidder shall cooperate in the verification of information and is deemed to consent to SSW and the Customer(s) verifying such information.

3.13 Right to Waive Irregularities and Conduct

SSW and the Customer(s) shall have the right in their sole and absolute discretion, to:

a) waive any informality or irregularities in Proposals or in the submission of Proposals, including Proposals which contain arithmetical errors or which are
unsigned, improperly signed or prepared, incomplete, conditional, non-conforming or qualified, illegible, altered or obscure and retain such Proposals for consideration and selection; or

b) retain for consideration and selection, any Bidder or Proposal of any Bidder who has engaged in conduct prohibited by RFP.

3.14 Disclosure of Proposal Materials

SSW and the Customer(s) reserve the right to disclose and distribute Proposal Materials to their employees, consultants and third parties.

3.15 No Liability

The Bidder agrees that:

a) Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.

b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.

c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Bidder further agrees that, in spite of Section 10.9 or any limitations of liability, waivers or releases in favour of SSW or the Customer(s), if SSW or the Customer(s) is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP process or commits a breach of this RFP, their collective liability to the Bidder or any other entity participating in the RFP process, and the aggregate amount of damages recoverable against SSW and the Customer(s) for any matter relating to or arising from that breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of SSW or the Customer(s), shall be no greater than the lesser of (1) the Proposal preparation costs that the Bidder seeking damages can demonstrate or (2) $10,000.

3.16 Site Meeting

The date, time and location for the site meeting ("Site Meeting") for this RFP are set out in ARTICLE 6 – SELECTION MILESTONES. All Bidders should attend, and will be required to sign the “Site Meeting Log” to confirm their attendance. For clarity, a Bidder who does not attend the may have its Proposal disqualified or retained for consideration and selection.

ARTICLE 4 - MANDATORY REQUIREMENTS

This Section and other mandatory requirements in this document contain the Mandatory Requirements that must be complied with in order for the Proposal to receive consideration. If, in
the determination of SSW or the Customer(s), the Proposal does not comply with the Mandatory Requirements, SSW or the Customer(s) shall, without liability cost or penalty, disqualify the Proposal from the RFP process.

4.1 Mandatory Criteria

a) Each Bidder must submit its Proposal in accordance with the mandatory requirements of Section 2.1 of this RFP.

b) Each Bidder must submit a signed non-disclosure agreement as attached in Schedule A (”Non-Disclosure Agreement”).

c) Each Bidder must submit a signed Bidder Confirmation Form as attached in Schedule B.

d) Each Bidder must submit a signed Schedule J – List of Subcontractors and/or Suppliers Form.

e) Each Bidder must submit a signed Pricing Submission as attached in Schedule F, in a separate sealed envelope.

4.2 Subcontractors and Suppliers

The Proposal shall indicate whether the Bidder intends to use suppliers or subcontractors to perform the Work outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Bidder shall remain responsible for the performance of the Agreement notwithstanding its use of suppliers or subcontractors as approved by the Customer(s).

ARTICLE 5 - RATED REQUIREMENTS

5.1 Schedules

Each Bidder shall respond to and return all Schedules listed below in the format provided in the RFP.

Part One – Technical Submission:
The technical submission (”Technical Submission”) shall be comprised of all documents forming part of the Proposal except for Schedule F – Proposal Price. The Technical Submission shall include, without limitation, the following schedules:

Schedule A – Non-Disclosure Agreement
Schedule B – Bidder Confirmation Form
Schedule E – Qualification Statement – CCDC 11-2016
Schedule G – Exemplary Project Experience Form
Schedule H – Key Individual’s Experience Form
Schedule I – Health, Safety and Environment Evaluation Form
Schedule J – List of Subcontractors and/or Suppliers Form
Schedule K - References
Schedule L – Submission Package Envelope Label (affixed to Proposal)
Part Two: Pricing Submission:

The pricing submission (“Pricing Submission”) shall be comprised of Schedule F – Proposal Price, which provides details in respect of the Proposal Price.

5.2 Rated Criteria Details

Each Bidder shall submit the information and supporting documentation for their Proposal to be considered as per the rated criteria outlined in Appendix 1 – RFP Technical Submission Requirements (“Rated Criteria”).

ARTICLE 6 - SELECTION MILESTONES

The timetable for the RFP process is set out in the chart that follows.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued on Biddingo.com</td>
<td>May 4, 2017</td>
</tr>
<tr>
<td>Optional Site Meeting:</td>
<td>May 11, 2017 at 11:00 a.m. Baycrest Centre for Geriatric Care 3560 Bathurst Street, Toronto, ON M6A 2E1 (Meeting at Information Desk – Main Floor, Hospital Building (near Khedive entrance))</td>
</tr>
<tr>
<td>Deadline for Bidders to report all errors, omissions or ambiguities or submit questions, seek additional information or request clarifications (see Section 3.5)</td>
<td>May 18, 2017</td>
</tr>
<tr>
<td>Deadline for final issuance of Addenda (see Section 3.7)</td>
<td>May 23, 2017</td>
</tr>
<tr>
<td>Closing Time:</td>
<td>May 31, 2017 before 12:00:00 p.m. (local time in Oakville, Ontario)</td>
</tr>
<tr>
<td>Anticipated Contract Award Date:</td>
<td>June 2017</td>
</tr>
<tr>
<td>Anticipated Construction Period:</td>
<td>July 2017 – September 2017</td>
</tr>
</tbody>
</table>

The above dates, activities and times are subject to change at the sole discretion of SSW and the Customer(s). In the event a change is made to these dates, activities or times the Bidders will be informed by an addendum to the RFP. The dates, activities and times set out in this Article 6 are provided as a guide and for general reference only and are not mandatory or binding on SSW or the Customer(s).

ARTICLE 7 - DISQUALIFICATION OR SELECTION OF PROPOSALS

Without limiting any other right or remedy available to them, SSW and the Customer(s), without liability, cost or penalty, in their sole discretion, may disqualify or reject any Proposal (in whole or in part) at any stage of the RFP process or retain any Proposal (in whole or in part) for consideration and selection if:

a) the Proposal contains incorrect information;
b) the Proposal contains misrepresentations or any other inaccurate or misleading information;

c) there is any evidence that the Bidder, its employees, agents, contractors or representatives colluded with one or more other Bidders or any of its or their respective employees, agents, contractors or representatives in the preparation of the Proposal;

d) the Bidder’s lack of cooperation impedes the RFP process or the evaluation of the Proposal;

e) the Bidder has previously breached a contract with the Customer(s);

f) in the case of a Proposal jointly submitted by multiple parties, one party decides to opt out of the RFP process, cannot continue to be a Bidder, or cannot fulfill the obligations set out in this RFP;

g) there is a perceived, potential or actual Conflict of Interest by the Bidder or a Bidder does not disclose a perceived, potential or actual Conflict of Interest;

h) the Bidder submits a Proposal with respect to the subject matter of this RFP other than in accordance with this RFP;

i) the Bidder has launched legal proceedings against the Customer(s), or is otherwise engaged in a dispute with the Customer(s);

j) the Bidder attempts to improperly influence or engage in conduct that could be seen as attempting to improperly influence the outcome of the RFP;

k) the Bidder contacts SSW, the Customer(s), or their respective employees, or agents except in accordance with the RFP;

l) the Bidder has engaged in conduct prohibited by RFP;

m) the Bidder has the lowest Proposal Price, highest Technical Submission score or highest Total Proposal Score;

n) Bidder identified as the possible Successful Bidder;

o) the Proposal Prices appear to be so unbalanced as likely to affect adversely the interests of the Customer(s); or

p) the Proposal contains any clarifications, qualifications or exceptions to the form of Agreement in Schedule D.
ARTICLE 8 - EVALUATION PROCESS

8.1 General

The objective of this RFP is to identify the Bidder with the highest Total Proposal Score from a list of qualified Bidders as determined by an evaluation of each Bidder’s Technical Submission (as per Section 5.2 Rated Criteria) and an evaluation of each qualified Bidder’s Pricing Submission. SSW and the Customer(s)’s consideration and selection process will be based on which Bidder or Other Person has provided a Proposal or proposal which SSW and the Customer(s) determines in its sole and absolute discretion to be the most beneficial to, and in the best interests of, the Customer(s) and provides best overall value.

Only Bidders with a minimum technical score of sixty (60) percent of the possible one-hundred (100) percent in Stage One – Technical Submission will have their Pricing Submission evaluated in Stage Two – Pricing Submission.

The steps in the RFP process are as follows:

Stage One – Technical Submission

- Step 1 - Review of Mandatory Requirements of the Technical Submission;
- Step 2 - Evaluation of Rated Requirements for Technical Submission;

Stage Two – Pricing Submission

- Step 1 – Evaluation of Pricing Submission of qualified Bidders; and
- Step 2 - Identification of Possible Successful Bidder with the highest Total Proposal Score

At any time during the RFP evaluation process, SSW and/or the Customer(s) (as the case may be) may exercise any of the applicable rights set out in this RFP.

The opening of Proposals will be in a private session within seven (7) days after the Closing Time at 2295 Bristol Circle, Suite 101, Oakville, Ontario L6H 6P8 with such persons, corporation or other entity as SSW or the Customer(s) may determine in their sole and absolute discretion. SSW or the Customer(s) may, in their sole and absolute discretion, appoint an evaluation committee of business, technical, operations, financial, legal and other members (“Evaluation Committee”) to evaluate the Proposals. The Evaluation Committee may be comprised of employees of SSW, Customer(s) and others engaged by SSW or the Customer(s).

8.2 RFP Process

Stage One – Technical Submission

Step 1 - Review of Mandatory Requirements
SSW and the Customer(s) shall review the Bidder’s Proposal for compliance in accordance with all mandatory requirements contained in this RFP including the mandatory criteria set out in Section 4.1 (“Mandatory Requirements”). Proposals that fail to comply with all Mandatory Requirements in this RFP will be eliminated from the process.

**Step 2 - Evaluation of Rated Requirements for Technical Submission**

Only Bidders will be evaluated based on the requirements listed in ARTICLE 5 - RATED REQUIREMENTS and the Rated Criteria. Bidders that do not achieve a minimum technical score of sixty (60) percent of the possible one-hundred (100) percent will not proceed to the next stage and will not will have their Pricing Submission envelope opened and evaluated.

**Stage Two – Pricing Submission**

**Step 1 - Evaluation of Pricing Submission of Qualified Bidders**

Bidders scoring a minimum of sixty (60) percent of a possible one-hundred (100) percent on their Technical Submission will have their Pricing Submission envelope opened and evaluated.

**Step 2 – Identification of Possible Successful Bidder**

The Bidder with the highest Total Proposal Score with a minimum of sixty percent (60%) of a possible one-hundred percent (100%) on their Technical Submission will be identified as the possible Successful Bidder.

**8.3 Rated Criteria of Part One – Technical Submission**

Bidders’ Technical Submissions will be evaluated based on the following Rated Criteria as further described in Appendix 1 – RFP Technical Submission Requirements:

**Evaluation Criteria of Technical Submission**

<table>
<thead>
<tr>
<th>Rated Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Organization Overview</td>
<td>5</td>
</tr>
<tr>
<td>Bidder’s Qualifications and Experience in Healthcare</td>
<td>30</td>
</tr>
<tr>
<td>• CCDC 11-2016</td>
<td></td>
</tr>
<tr>
<td>• Exemplary Project Experience</td>
<td></td>
</tr>
<tr>
<td>Key Individual Experience in Healthcare</td>
<td>25</td>
</tr>
<tr>
<td>Bidder’s Infection Prevention and Control Programs</td>
<td>10</td>
</tr>
<tr>
<td>Bidder’s Health, Safety &amp; Environment Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>Bidder’s Quality Control Programs</td>
<td>10</td>
</tr>
<tr>
<td>Project Schedule and Workplan</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Maximum Technical Submission Score:**

For weighting out of 10. See Calculation below. 100
8.4 Evaluation of Part Two – Pricing Submission

Bidders scoring a minimum of sixty (60) percent of a possible one-hundred (100) percent on their Technical Submission will have their Pricing Submission envelope opened and evaluated.

The Proposal Price proposed by the Bidders will be evaluated in the following manner to determine the Bidder’s financial score (“Financial Score”):

\[
\text{Bidder’s Financial Score} = \frac{\text{Lowest Proposal Price of a Bidder Scoring a minimum of 60\%}}{\text{Proposal Price of Bidder}} \times 10
\]

8.5 Total Proposal Score

The Bidder with the highest Total Proposal Score of the Bidders who have had their Pricing Submission evaluated will be identified as the Successful Bidder. The total Proposal score (“Total Proposal Score”) is evaluated as follows:

\[
\text{EQUIVALENT TECHNICAL SUBMISSION SCORE CALCULATED TO 10 POINTS MAXIMUM} = \frac{\text{Technical Score achieved}}{100} \times 10
\]

<table>
<thead>
<tr>
<th>EQUIVALENT TECHNICAL SUBMISSION SCORE CALCULATED TO 10 POINTS MAXIMUM</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Score achieved ( \times ) ( \frac{\text{x}}{100} )</td>
<td>10</td>
</tr>
<tr>
<td>BIDDER’S FINANCIAL SCORE</td>
<td>90</td>
</tr>
<tr>
<td>TOTAL PROPOSAL SCORE</td>
<td>100</td>
</tr>
</tbody>
</table>

8.6 In the Event of a Tie Score

In the event that there is a tie in the Total Proposal Score between two or more Bidders, the Bidders’ Financial Score will be the tie breaker. For greater clarity, in the event of a tie in the Total Proposal Score, the Bidder with the higher Financial Score will be identified as the Successful Bidder.

8.7 Prequalification Disclaimer

Invitation to submit a Proposal, including, without limitation, the successful completion of any pre-qualification, request for information or other similar process or exchange of information prior to the RFP, does not imply that the Bidder is automatically prequalified to meet the requirements of the RFP. It will still be necessary for the Bidder to demonstrate its qualifications which may entail the re-evaluation of criteria or factors that may have been considered in any pre-qualification, request for information or other similar process or exchange of information prior to the RFP. SSW and the Customer(s), as a part of the RFP, may reconsider all information.
and documents they have in connection with such pre-qualification, request for information, or other similar process or exchange of information, and SSW and the Customer(s) may consider such information and documents as forming part of the Bidder’s submitted Proposals, as applicable.

ARTICLE 9 - AGREEMENT AND AWARD

9.1 No Entitlement to Award

SSW and the Customer(s) reserves the right to reject any or all Proposals (in whole or in part) in its absolute discretion. SSW and Customer(s) shall not be obligated to provide reasons for the rejection of any Proposal. In addition, the Customer(s) is not obligated to award an Agreement to any Bidder, even if one or any of the Bidders are evaluated as qualified. Without limiting the generality of the above, the Customer(s) may reject any or all Proposals (in whole or in part), if:

a) in the sole discretion of the Customer(s), it decides to not award the Agreement (even if a possible Successful Bidder has been identified);

b) only one Bidder bids;

c) the Proposal Prices exceed bid prices received by SSW or the Customer(s) for previous work of a similar nature;

d) the Proposal Prices exceed the costs the Customer(s) would incur by doing the Work, or most of the Work, with its own resources;

e) the Proposal Prices exceed the funds available for the Work;

f) the Proposal has been disqualified pursuant to ARTICLE 7 - DISQUALIFICATION OF PROPOSALS of this RFP;

g) the Proposal Prices appear to be so unbalanced as likely to affect adversely the interests of the Customer(s); or

h) the Proposal contains any clarifications, qualifications or exceptions to the form of Agreement in Schedule D.

9.2 Award

The acceptance (“Acceptance”) of a Proposal from the Successful Bidder if any, shall only be made by the Customer(s) in writing to such Bidder. Successful Bidder, if any, will be required to execute and return four (4) copies of the Agreement within seven (7) days of being presented by the Customer(s) with the Agreement for execution, while recognizing that upon the Acceptance of the Proposal from the Successful Bidder by the Customer(s), the Agreement will be formed and binding on the Customer(s) and the Successful Bidder. The Agreement between the selected Bidder and the Owner shall be in the form as set out in Schedule D, as amended from time to time.
9.3 Notification to Other Bidders of Award and Debriefing

If a Proposal is accepted by the Customer(s), an award notification (“Award Notification”) will be posted in the manner that the RFP was posted. Bidders may request a debriefing after receipt of an Award Notification. All debriefings must be requested in writing within sixty (60) calendar days of the posting of the Award Notification. The intent of the debriefing is to aid the Bidder in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

9.4 Agreement not Reached

In the event that the successful Bidder fails or refuses to execute the Agreement within thirty (30) calendar days of notification to the Bidder, SSW and the Customer(s) reserves the right to:

a) extend the period for signing the Agreement;

b) exclude that Bidder’s Proposal from further consideration and execute a final Agreement with the next highest ranked Bidder without becoming obligated to offer to negotiate with all Bidders; and

c) exercise any other applicable right set out in this RFP, including but not limited to cancelling this RFP or issuing a new RFP for the same or similar work.

9.5 Term

The proposed term of the Agreement will be up to the completion of the Work and the fulfillment of all other responsibilities and liabilities of the Contractor under the Agreement.

ARTICLE 10 - ADDITIONAL TERMS AND CONDITIONS FOR THE RFP

10.1 Acceptance of RFP

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

10.2 Confidential Information

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

a) remains the property of the Customer(s);

b) must be treated as strictly confidential and as such, shall neither be disclosed to a third party under any circumstances, except in support of its Proposal and subject to such third party being bound to the same duty of confidentiality, nor used for other commercial purposes;

c) must not be used for any purpose other than for replying to this RFP and for fulfillment or any related subsequent agreement; and
All Bidders electing not to submit a Proposal are to dispose of any and all confidential information made available as part of the procurement process by or on behalf of the Customer(s) in a responsible manner.

Bidders are to ensure the secure handling and preservation of the Customer(s) business information and intellectual property, belonging to the Customer(s), furnished in connection with this RFP. Bidders shall notify SSW and the Customer(s) immediately upon discovery of an unauthorized use or disclosure of RFP Documents.

10.3 Bidder’s Submission

All correspondence, documentation and information provided in response to or because of this RFP may be reproduced, and used, for the purposes of evaluating the Bidder’s submission to this RFP and otherwise in respect of this RFP.

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

10.4 Submission of Personal Information

The Bidder should not submit as part of its Proposal any information related to the qualifications or experiences of persons who will be assigned to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation will be returned to the Bidder and will not be used in the evaluation process or otherwise. Should SSW or the Customer(s) subsequently request such information from the Bidders during the RFP process, SSW and the Customer(s) will treat this information in accordance with the provisions of Section 10.5 Personal Information and Personal Health Information.

10.5 Personal Information and Personal Health Information

If personal information and personal health information is furnished in connection with this RFP, Bidders are to ensure privacy, security and confidentiality of that information in all interactions with SSW and the Customer(s) by all Bidder personnel and associated agents and subcontractors.

Such information is to be used for no other purpose unless prior written consent has been provided by the Customer(s) and in accordance with all applicable laws including, without limitation, the Protection of Personal Information and Electronic Documents Act (“PPIEDA”) of Canada, the Personal Health Information Protection Act (“PHIPA”) of Ontario and their applicable regulations.

10.6 Consent

It is the responsibility of each Bidder to obtain the consent of applicable individuals prior to providing the personal information, personal health information or other applicable personal information to SSW and the Customer(s). SSW and the Customer(s) will consider that the appropriate consents have been obtained for the disclosure to and use by SSW and the Customer(s) of the requested information for the purposes described.
10.7 Freedom of Information and Protection of Privacy Act

Without prejudice to the parties’ respective rights and obligations under ARTICLE 10 - ADDITIONAL TERMS AND CONDITIONS FOR THE RFP, the Bidder acknowledges that the Customer(s) is bound by the Freedom of Information and Protection of Privacy Act ("FIPPA"), as amended from time to time, and that this RFP, any resulting Agreement and any information provided to SSW or the Customer(s) in connection with its performance or otherwise in connection with this RFP or any resulting Agreement may be subject to disclosure in accordance with FIPPA. If, pursuant to FIPPA, a third party requests access to or disclosure of, or if, pursuant to FIPPA, access or disclosure is required with respect to any Bidder’s Confidential Information or this RFP, any resulting Agreement or any other agreement, instrument, document or communication or other record as defined in FIPPA, or any part thereof, relating to this RFP or any resulting Agreement, the Bidder or the Work, the Customer(s) shall provide prompt notice of the same to the Bidder prior to granting such access or making such disclosure and shall give the Bidder a reasonable opportunity prior to such access or disclosure to discuss the same with the Customer(s), challenge such access or disclosure to discuss the same with the Customer(s), challenge such access or disclosure, make redactions, cause such redactions to be made or otherwise preserve the confidentiality of its Confidential Information and the contents of any such agreement, instrument, document, communication or other record (as defined in FIPPA) to the extent permitted under FIPPA or otherwise by law.

10.8 Non-Disclosure Agreement

Bidders who are interested in reviewing the background information for the RFP ("Background Information") including the Summary of Work, the Project manual and Project specific drawings and specifications, must submit an executed Non-Disclosure Agreement ("NDA") attached as Schedule A to this RFP.

The Background Information shall be available via a File Transfer Protocol System ("FTPS"). Instructions on obtaining the Background Information digitally will be provided by the Bid Administrator, upon acceptance of a Bidder’s signed NDA.

10.9 Costs and Liability

Hardcopies of the RFP Documents including any Project specific drawings and specifications shall not be provided to the Bidders. Bidders shall be responsible for the cost of printing RFP Documents as may be required.

Notwithstanding anything in the RFP and any express or implied duties or obligations of SSW or the Customer(s) to the contrary, neither the Customer(s) nor SSW or their respective employees, representatives, servants, agents, contractors, advisors and funders shall be liable for any losses, expenses, costs, claims or damages of any kind (including, without limitation, loss of profits, loss of opportunity and loss of reputation) whether in contract, tort (including gross negligence), or under any equitable or other principle available at law or otherwise, incurred, sustained or suffered by any Bidder, person or entity:

a) in connection with the RFP (including, without limitation, preparation and submission of the Proposal, cancellation or suspension of the RFP or the Project, rejection of any Proposal or the exercise of any other right by SSW or the Customer(s))
b) arising out of or by reason of or attributable to the Bidder responding to this RFP;

c) as a result of the use of any information, error or omission contained in this RFP, provided during the RFP process or during the term of the Agreement; or

d) resulting from SSW and the Customer(s) exercising any of its express or implied rights under this RFP or otherwise,

regardless of the reasons or circumstances, including the conduct of SSW or the Customer(s) or any breach (fundamental or otherwise) of this RFP.

SSW and the Customer(s) shall not be subject to, and the Bidders shall not seek, any order for injunctive relief, specific performance, certiorari or mandamus in any manner whatsoever or under any circumstance in connection with the RFP (including, without limitation, prior to, subsequent to, or by reason of the Bidder’s preparation or submission of a Proposal or acceptance, non-acceptance, disqualification or rejection by SSW or the Customer(s) of any Proposal or other proposal, or by reason of any delay in the acceptance of a Proposal or cancellation or suspension of the RFP, the Project or the Customer(s) entering into, or not entering into, an agreement(s) or any other actions taken by SSW or the Customer(s)).

10.10 Intellectual Property

The Bidder should not use any intellectual property of the Customer(s), including but not limited to all logos, registered trademarks or trade names of the Customer(s), at any time without the prior written approval of the Customer(s) as appropriate.

All deliverables, services and intellectual property rights provided by the Bidders under this RFP (including the Proposal Materials and all rights in the Proposal Materials) are to remain the exclusive property of the Customer(s).

Requests to present data or publish or present papers derived from work under this RFP in any type of publications, journals or professional conferences must be made to SSW and the Customer(s) and prior approval must be obtained in writing from the Customer(s) as appropriate.

10.11 Intentionally Left Blank

10.12 Conflict of Interest

The Bidder should not have any perceived, potential or actual Conflict of Interest in submitting its Proposal or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such Conflict of Interest is disclosed in the Proposal. A conflict of interest includes, without limitation, any situation or circumstance that exists now, or may reasonably arise in the future, that could give the Bidder an unfair advantage during the RFP process or compromise the ability of the Bidder to perform its obligations under the Agreement if selected as the Successful Bidder (“Conflict of Interest”). The Bidder is instructed to see ARTICLE 7 - DISQUALIFICATION OF PROPOSALS in that regard.

If a Bidder discovers any perceived, potential or actual Conflict of Interest following submission of its Proposal, the Bidder shall promptly disclose the perceived, potential or actual Conflict of
Interest in a written statement to the Bid Administrator. SSW or the Customer(s) may, in their sole and absolute discretion:

   a)   prescribe the manner in which the Bidder should resolve the Conflict of Interest, including, without limitation, by requiring the Bidder to substitute a new person or entity for the person or entity giving rise to the Conflict of Interest; and

   b)   waive any and all perceived, potential or actual Conflicts of Interest of Bidders.

10.13 Governing Law and Compliance

The RFP, the Bidder’s Proposal and the resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein and the parties’ attorn to the exclusive jurisdiction of the Courts of Ontario for any dispute.

The Bidders shall comply with all laws, regulations, by-laws, rules and codes relating to the Project and the RFP imposed by any relevant governmental authority (including, without limitation, compliance with the regulatory and approval requirements of the federal, provincial and local governments).

10.14 Intentionally Left Blank

10.15 Entire RFP

This RFP, any Addenda to it, and the schedules and appendices listed below constitute the entire RFP.

Schedule A – Non-Disclosure Agreement
Schedule B – Bidder Confirmation Form
Schedule C – Summary of Work
Schedule D – Form of the Agreement (CCDC 2-2008)
Schedule E – Qualification Statement – CCDC 11-2016
Schedule F – Proposal Price
Schedule G – Exemplary Project Experience Form
Schedule H – Key Individual’s Experience Form
Schedule I – Health, Safety & Environment Evaluation Form
Schedule J – List of Subcontractors and/or Suppliers Form
Schedule K - References
Schedule L – Submission Package Envelope Label
Appendix 1 - RFP Technical Submission Requirements
Appendix 2 – Supplementary Conditions to CCDC 2-2008
Appendix 3 – Project Manual

10.16 Intentionally Left Blank

10.17 Priority of Documents

If there are any inconsistencies between the terms, conditions and provisions of the main part of the RFP and the Schedules or Appendices, the RFP shall prevail over the Schedules and Appendices during the RFP process.
10.18 **General Reservation of Rights by SSW and the Customer(s)**

SSW and the Customer(s) reserve the right to, at their sole and absolute discretion:

a) make public the names of any or all Bidders;

b) revisit, revise, confirm, or adjust a Bidder’s evaluations, scoring or pricing calculated at any time during the RFP process and retain for consideration and selection or reject a Bidder’s Proposal, including on the basis of:
   - a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established);
   - information provided by references;
   - the Bidder’s past performance on previous contracts awarded by the Customer(s);
   - the information provided by a Bidder pursuant to SSW and the Customer(s) exercising its clarification rights under this RFP process;
   - other relevant information that arises during this RFP process; or
   - an arithmetical error or inconsistency;

c) verify with any Bidder or with a third party any information set out in a Proposal;

d) select any Bidder other than the Bidder whose Proposal reflects the lowest cost to SSW and the Customer(s) or the highest overall score;

e) accept any Proposal in whole or in part;

f) discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder’s Proposal;

g) if a single Proposal is received, reject the Proposal of the sole Bidder and cancel this RFP process or enter into direct negotiations with the sole Bidder;

h) enter into an agreement or agreements, on terms acceptable to the Customer(s) with one, some or all of the Bidders and/or any Other Person with respect to the Project;

i) check references other than those provided by any Bidder or request additional references;

j) do nothing in relation to the Proposals; and

k) meet with one, some or all of the Bidders and/or any Other Person in connection with their Proposal or proposal, the matters provided for in the RFP and/or
additional or other matters to those described in the Proposal, proposal or the RFP (including the scope of Work, pricing, schedule, the form of Agreement and all other commercial, technical or legal matters). For greater certainty, such meetings may take place sequentially or concurrently.

These reserved rights are in addition to any other express rights of SSW and the Customer(s) or any other rights in law, equity or otherwise or which may be implied in the circumstances.

By submitting its Proposal, the Bidder authorizes the collection by SSW and the Customer(s) and its representatives of the information set out under (c) and (j) in the manner contemplated in those subparagraphs.

10.19 SSW and the Customer(s)’s Information Only and Estimate

SSW and the Customer(s) and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFP Documents (including relating to the Place of Work). Any quantities shown or data contained in the RFP Documents are estimates only and are for the sole purpose of indicating to Bidders the general size of the Work. SSW and the Customer(s) do not accept responsibility and liability for the RFP Documents.

It is the Bidder’s responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP. The Bidder is to satisfy itself as to the Work, all conditions affecting the Project, and all other matters, risks, contingencies, information, and circumstances which may affect its Proposal or which can in any way affect the Work. The Bidder is responsible for obtaining its own independent legal, accounting, engineering and technical advice with respect to the RFP Documents and to obtain any other information which it may require in response to this RFP.

10.20 Bid Protest Procedure

Notwithstanding Section 10.13 Governing Law any dispute, complaint, or protest (a “Bid Protest”) in respect of this RFP by a Bidder, including, without limitation, the awarding of any Agreement to another Bidder or otherwise, shall be addressed by the Bidder through a notice to the Bid Administrator, in writing, referring to this Section of the RFP and setting out the particulars of the Bid Protest, within fourteen (14) days of such Bid Protest arising.

The Bid Protest shall be recorded and acknowledged by the Bid Administrator on behalf of SSW and the Customer(s) in a prompt manner.

A response to the Bid Protest (“Response”) will be developed by SSW and the Customer(s) and may involve personnel from SSW and/or the Customer(s) at an appropriate level as are reasonably required to provide a response to the Bid Protest.

SSW and the Customer(s) may wish to seek clarifications before providing a Response, and reserves the right to delay providing a Response until the Agreement has been entered into by SSW and the Customer(s) and the successful Bidder.

In no event will a Bid Protest with one Bidder prevent SSW and the Customer(s) from proceeding with the RFP process with another Bidder(s) or otherwise proceeding with the RFP
process (including, without limitation, award of the Agreement to the Successful Bidder) and the sole remedy available to a Bidder if a Bid Protest is resolved in favour of such Bidder is damages (subject to Section 3.15 and the other limitations of liability or releases in favour of SSW and the Customer(s)).

All Bid Protests not resolved through negotiations between the Bidder and SSW or the Customer(s), as applicable, within sixty (60) days of the date of the Bid Administrator’s receipt of the Bid Protest, will be:

   a) submitted to the appropriate judicial tribunal (litigation); or

   b) where SSW or the Customer(s), as applicable and the Bidder agree, referred to and finally resolved by binding arbitration.

10.21 Electronic Signature

SSW and the Customer reserve the right to conduct business transactions with electronic documents and using electronic signatures instead of paper-based documents and wet ink signatures. Each decision to execute a document using an electronic signature shall have no effect on the legal validity of any prior or subsequently completed transactions using either electronic or paper-based documents or electronic or wet ink signatures.
Schedule A – Non-Disclosure Agreement
Request for Proposal # 161290

TO: Baycrest Centre for Geriatric Care ("Customer(s)"

RE: Request for Proposals # 161290 for Construction of the New Dental Clinic at Baycrest Centre for Geriatric Care dated May 4, 2017 ("RFP")

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the RFP. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, undersigned bidder (the “Bidder”) agrees as follows:

The Bidder warrants and represents that it intends to submit a Proposal in response to this RFP. In order for the Bidder to submit a Proposal, it may be necessary for SSW or the Customer(s) to provide access to certain confidential information regarding the Customer(s). All correspondences, documentation and information of any kind provided to the Bidder by the Customer(s) or SSW in connection with or arising out of this RFP or the acceptance of any Proposal shall be considered confidential information including, without limitation the Project manual and Project specific drawings and specifications ("Confidential Information") regardless of whether the information is marked confidential. The Bidder shall not copy, disclose, publish, release, transfer, disseminate or use for any purpose any Confidential Information received in any form to any third party, without the prior written consent of the Customer(s), except in support of its Proposal and subject to such third party being bound to the same duty of confidentiality. Confidential Information shall not be used for any purpose other than for replying to this RFP and for fulfillment or any related subsequent agreement and must be returned or destroyed upon request of SSW or the Customer(s).

The Bidder shall ensure the secure handling and preservation of the Confidential Information. Bidders shall notify SSW and the Customer(s) immediately upon discovery of an unauthorized use or disclosure of RFP Documents. If Bidder elects not to submit a Proposal it shall dispose of all Confidential Information in a responsible manner.

The Bidder acknowledges that the disclosure of Confidential Information may cause harm to the Customer(s) and agrees that the Customer(s) may obtain an injunction to prevent the disclosure, copying, or other impermissible use of any Confidential Information. The Customer(s)’s rights and remedies hereunder are cumulative and the Customer(s) expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and or to seek damages for the Bidders failure to comply with the requirements of this Non-Disclosure Agreement.
The individual signing below warrants and represents that they are fully authorized to bind the Bidder to the terms and conditions specified in this Non-Disclosure Agreement.

<table>
<thead>
<tr>
<th>Bidder Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Representative Name(s):</td>
<td></td>
</tr>
<tr>
<td>Business Title:</td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td></td>
</tr>
<tr>
<td>Contact email Address:</td>
<td></td>
</tr>
</tbody>
</table>

______________________________  ______________________________
Signature  Date

I/we have the authority to bind the Bidder
Schedule B – Bidder Confirmation Form  
Request for Proposal #161290  

[on Bidder’s letterhead]

[Insert Date]

Shared Services West  
2295 Bristol Circle, Suite 101  
Oakville, ON L6H 6P8

Attention: Rebecca Binns, Bid Administrator

Reference: Baycrest Centre for Geriatric Care Request for Proposal No.161290, as amended (the “RFP”)

1. We, [Insert Bidder’s Name], the undersigned, (“Bidder”) herewith submit our Proposal in accordance with and subject to the RFP Documents.

2. We and each member of our teams agrees to be bound by, and follow, the provisions of the RFP Documents. We confirm that it is our intention to enter into the Agreement for the performance of the Work in the event that our Proposal is accepted.

3. We confirm that we have read and understand the terms and conditions of the RFP Documents.

4. We acknowledge receipt of the following Addenda which have been considered in our Proposal: (Bidders are to list Addendum No.’s and date, if any. If not, leave blank.)

Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
Addendum No.______________ Dated ________________
5. Our Proposal is valid for acceptance for ninety (90) days from the date of the Closing Time.

6. We confirm that, to the best of our knowledge, the following list represents a complete list of any perceived, potential or actual Conflicts of Interest on the part of the individuals and organizations in submitting the proposal or performing or observing the contractual obligations of the Bidder in the Agreement:

<table>
<thead>
<tr>
<th>Name of Party</th>
<th>Details of Conflict of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Note: If necessary, provide further Conflicts of Interest in a separate schedule.]

7. Capitalized terms not defined in this Proposal shall have the meaning set out in the RFP.

Thank you for consideration of our Proposal.

Yours truly,

Bidder Name:
Bidder Representative Name(s):
Business Title:
Contact Phone:
Contact email Address:

Signature
I/we have the authority to bind the Bidder

Date
The Summary of Work shall be available via a File Transfer Protocol System ("FTPS"). Instructions on obtaining the Project manual digitally will be provided by the Bid Administrator, upon acceptance of a Bidder’s signed NDA.
Schedule D – Form of the Agreement
Request for Proposal #161290

The form of the Agreement for the Work will be the CCDC 2 -2008 – Stipulated Price Contract (including CCDC 41 - CCDC Insurance Requirements). Please refer to Appendix 2 – Supplementary Conditions to the CCDC 2-2008 for additional terms and conditions that also form part of the Agreement. The Successful Bidder will be required to sign a contract directly with the Customer(s), for the Proposal Price.

Bidders can go to http://www.ccdc.org/document/ccdc2/ to purchase and download a copy of this contract for their own review.
The Contractors’ form of qualification statement submitted under this RFP will be in the form of a:

CCDC 11 - 2016 Contractor's Qualification Statement. A standard form for obtaining information on capacity, skill and experience of Bidders.

For more information on how to obtain forms and purchase seals for CCDC documents visit: http://www.ccdc.org/document/ccdc11/
Schedule F – Proposal Price  
Request for Proposal # 161290

The bid form, as attached herein as Schedule F1 – Bid Form ("Bid Form") form the basis of the Proposal Price.

The following apply to the Proposal Price:

a) All amounts should be quoted in Canadian dollars.

b) Shall remain firm for the period set out in the Proposal and in the Agreement or as otherwise agreed to by the parties;

c) Should be quoted inclusive of all federal or provincial taxes or other similar taxes and duties, except for HST.

d) Should be inclusive of all incidental costs including, but not limited to, travel and regular disbursements.

e) Should be quoted with the recognition that the payment terms are net thirty (30) days.

f) All line items must be completed in the attached Bid Form. If any element is not applicable please strike out. Do not leave any blanks.
Schedule F1 – Bid Form Request for Proposal # 161290

1. Bid Form – Stipulated Price

<table>
<thead>
<tr>
<th>Bidder Name (Print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baycrest Centre for Geriatric Care</td>
</tr>
<tr>
<td>3560 Bathurst Street</td>
</tr>
<tr>
<td>Toronto, ON M6A 2E1</td>
</tr>
</tbody>
</table>

.1 I/We, the undersigned, having carefully examined the RFP Documents, having received, carefully examined and incorporated Addenda No. ___________ to Addenda No. ___________, inclusive, having visited and investigated the Place of the Work, having reviewed reports provided with the RFP, and having examined all conditions, circumstances and limitations affecting the Work, offer to enter into a Contract with the Owner to perform the Work required by the Bid Documents for the stipulated price of:

| Bid Price: $ ________________________________ |

and in lawful money of Canada; included in which are all customs, duties, freight, exchange, and all other charges, including government excise and all sales taxes in force on this date, except the Harmonized Sales Tax (HST).

.2 The undersigned agrees, if notified of award of a Contract, to immediately commence Work actively and to complete Work of construction on the Project, attaining Substantial Performance of the Work within ________ weeks, inclusive of mobilization time.

.3 Breakdown of Bid: The undersigned hereby agrees that the following Subcontractors will perform the work for the amounts indicated below:

**Mechanical (Work included in the Specifications):**

<table>
<thead>
<tr>
<th>Mechanical Subcontractor (Print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________________</td>
</tr>
</tbody>
</table>

for the Subcontract amount of $ ________________________________ in lawful money of Canada; except the Harmonized Sales Tax (HST).

**Electrical (Work included in the Specifications):**

<table>
<thead>
<tr>
<th>Electrical Subcontractor (Print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________________</td>
</tr>
</tbody>
</table>

for the Subcontract amount of $ ________________________________ in lawful money of Canada; except the Harmonized Sales Tax (HST).
The undersigned hereby submits a Consent of Surety which clearly shows we are able to obtain a 50% Performance Bond and a 50% Labour and Material Payment Bond, in accordance with Article GC 11.2 Contract Security, of the General Conditions and amended by the Supplementary Conditions.

Without limiting the declaration in paragraph 1 of this Bid Form the undersigned hereby declares that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction sequencing; and have satisfied ourselves that the Subcontractors, material suppliers and equipment suppliers on which this Bid is based are capable of executing the Work in accordance with the Contract Documents, together with Addenda listed in paragraph 1 of this Bid Form.

The undersigned agrees that this Bid is valid and irrevocable and subject to acceptance by the Owner for a period of ninety (90) days from date of Bid receipt, and that if notified of award of the Contract and before starting the Work we will:

.1 execute a Contract with the Owner on the specified Form of the Agreement.

.2 furnish to the Owner, in care of the Architect (Prime Consultant), copies of insurance policies as required by the General Conditions of the Contract.

.3 furnish to the Owner at time of signing the Contract, the Performance and Labour and Material Payment Bonds issued by a Surety acceptable to the Owner in the amount of 50% of the Contract Price to ensure the full and proper completion of the Contract.

.4 furnish to the Owner evidence that all Workplace Safety and Insurance Board dues, in accordance with the laws of the Province of Ontario, have been paid.

Attached to this Bid Form is a 10% Bid Bond naming the Owner as Obligee, and issued by a surety licensed to conduct surety and insurance business in Ontario. The bid security is for the benefit of the Owner and stands as security that the Bidder, if awarded the Contract, will deliver the performance security and evidence of insurance and other documents required by these Instructions to Bidders or by the Contract, and will execute the Contract. The bid security shall remain valid for a period of ninety (90) days from the date of bid submission. No other form of bid security is acceptable.

We have attached to this Bid Form and the following Bid Form Appendices:

.1 Bid Bond; and
.2 Consent of Surety.

2. Bid Form Acceptance/Signatures

(Dated at)
I/we have the authority to bind the Bidder

SEAL

Bids by Limited companies shall be submitted under corporate seal.

Bids by individuals or partnerships shall be witnessed.

<table>
<thead>
<tr>
<th>Bidder Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Representative Name(s):</td>
<td></td>
</tr>
<tr>
<td>Business Title:</td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td></td>
</tr>
<tr>
<td>Contact email Address:</td>
<td></td>
</tr>
</tbody>
</table>
Provide the required project information for exemplary projects of similar type, size and complexity that demonstrates the Bidder’s experience as it relates generally to the type of work described in this RFP. Preference will be given to healthcare projects of similar type, size and complexity. In selecting which projects to submit as examples to demonstrate experience, Bidders should submit projects that demonstrate Bidder’s capacity to undertake this level of project by describing its comparable and relevant experience in general and in specific healthcare projects (current and completed).

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Delivery Model:</td>
<td></td>
</tr>
<tr>
<td>Location:</td>
<td></td>
</tr>
<tr>
<td>Project Owner:</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Value:</td>
<td></td>
</tr>
<tr>
<td>Project area in gsf:</td>
<td></td>
</tr>
<tr>
<td>Architect / Consultant:</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
</tbody>
</table>

Description of the Project (type, size and complexity):

<table>
<thead>
<tr>
<th>Month &amp; Year Work Commenced:</th>
<th>Month &amp; Year Work Completed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was this project completed on time and on budget? If no, please explain why not:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder’s Key Individual’s Name</th>
<th>Role of Key Individual on Reference Project</th>
</tr>
</thead>
</table>
Schedule H - Key Individual’s Experience Form (copy as needed)
Request for Proposals # 161290

This is required as a minimum for all Key Individuals that have been identified on the
organizational chart.

Key Individual Name: _________________________________________________________

Project Assignment Role: ____________________________________________________

Organization: _______________________________________________________________

**Summary of role and responsibilities for this Project assignment**

Relevant past projects and previous role/responsibilities
Schedule I – Health, Safety & Environment Evaluation Form
Request for Supplier Qualifications #161290

<table>
<thead>
<tr>
<th>HEALTH, SAFETY AND ENVIRONMENT (HSE) PERFORMANCE</th>
<th>WSIB Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the last three years:</td>
<td>2014</td>
</tr>
<tr>
<td>• Your industry Premium Rate?</td>
<td></td>
</tr>
<tr>
<td>• Your industry rate Adjustment %?</td>
<td></td>
</tr>
<tr>
<td>The industry rate adjustment is the percentage</td>
<td></td>
</tr>
<tr>
<td>increase/decrease to a firm’s premium rate.</td>
<td></td>
</tr>
<tr>
<td>Employers with a better than expected performance</td>
<td></td>
</tr>
<tr>
<td>received a premium discount and those with a</td>
<td></td>
</tr>
<tr>
<td>worse than expected performance received a</td>
<td></td>
</tr>
<tr>
<td>premium increase.</td>
<td></td>
</tr>
<tr>
<td>• Surcharge or Discount?</td>
<td></td>
</tr>
<tr>
<td>• Employer’s Premium Rate?</td>
<td></td>
</tr>
<tr>
<td>• Number of Fatalities?</td>
<td></td>
</tr>
<tr>
<td>• Number of Lost Time Accidents including</td>
<td></td>
</tr>
<tr>
<td>subcontractors? (LT)</td>
<td></td>
</tr>
<tr>
<td>• Number of Days Lost?</td>
<td></td>
</tr>
<tr>
<td>• Number of Medical Aid Injuries? (MA)</td>
<td></td>
</tr>
<tr>
<td>• Number of First Aid Injuries?</td>
<td></td>
</tr>
<tr>
<td>• Number of Modified Work Injuries? (MWI)</td>
<td></td>
</tr>
<tr>
<td>• Number of Modified Work Days?</td>
<td></td>
</tr>
<tr>
<td>Exposure hours worked including subcontractors</td>
<td></td>
</tr>
<tr>
<td>Hours</td>
<td></td>
</tr>
<tr>
<td>Field Hours</td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
</tr>
<tr>
<td>• Recordable Injury Frequency Rate? (RIF)</td>
<td></td>
</tr>
<tr>
<td>• Lost Time Injury Frequency Rate? (LTIF)</td>
<td></td>
</tr>
<tr>
<td>• Severity Rate?</td>
<td></td>
</tr>
<tr>
<td>Calculation: RIF = (# MA + # LT +</td>
<td></td>
</tr>
<tr>
<td>#MWI) x 200,000 Exposure Hours (Field)</td>
<td></td>
</tr>
<tr>
<td>LTIF = # LT x 200,000 Exposure Hours (Field)</td>
<td></td>
</tr>
<tr>
<td>Severity = LT days x 200,000 Exposure Hours</td>
<td></td>
</tr>
<tr>
<td>(Field)</td>
<td></td>
</tr>
</tbody>
</table>

1. Has your company been cited, charged, or prosecuted for any occupational health and safety non-compliance or environmental offence in the last three years? If yes give details: ☐ Yes ☐ No

(Please note that a check box indicates agreement. Any unchecked boxes will be interpreted as disagreement for purposes of Technical Submission evaluation.)
**HEALTH, SAFETY AND ENVIRONMENT (HSE) PROGRAM**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Does your company have a documented Health, Safety and Environment Management Program?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, was it ever audited?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year audited:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Auditor:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2. | Do you have a written Health, Safety & Environment Policy signed by your senior executive that demonstrates your company’s commitment to safety/environment? |   |   |   |
|   | • Does the policy assign responsibilities for HSE? |   |   |   |
|   | • Are the policies displayed at key locations in the office and worksites? |   |   |   |

| 3. | Have emergency response plans been prepared for the type of emergencies your company might encounter? |   |   |   |
|   | • Is adequate equipment and manpower resources provided? |   |   |   |
|   | • Have all workers received training on the emergency response plans? |   |   |   |
|   | • Are emergency response plan drills conducted periodically? |   |   |   |

| 4. | Do you have a process in place to ensure all employees receive a formal HSE orientation? |   |   |   |
|   | • Do you conduct HSE orientations for contractor workers that work on your site? |   |   |   |

| 5. | Does your company have a corrective action process for addressing individual Health, Safety and Environment performance deficiencies? |   |   |   |

| 6. | Does your company ensure all required PPE is available at site for all workers? |   |   |   |
|   | • Does your company document and track PPE inspection and maintenance? |   |   |   |

| 7. | Does your company identify and track all Regulatory Environment, Health, Safety and worker competency-training requirements for all its employees and its subcontractors? |   |   |   |
|   | • Are training records maintained and monitored to ensure compliance? |   |   |   |
|   | • If requested, can your company provide a summary of worker regulatory and competency training? |   |   |   |

Please indicate the types of training that are provided:

- Accident Investigation
- Asbestos Awareness
- Company Safety Orientation
- Confined Space Entry and Rescue
- Defensive Driving
- Due Diligence/Health & Safety Awareness Training
- Fall Protection and Rescue
- Fire Fighting (basic level)
- First Aid/ CPR
- Ground Disturbance
- Hot work
- Hazard Recognition and Control
- Infection Control during Construction or Renovation of Health Care Facilities
- Lock out/Tag out
- Personal Protective Equipment
- Risk assessment
- Transportation of Dangerous Goods (TDG)
- WHMIS
- Other:
- Other:

8. Does your company have a process in place to identify, rank and report hazards?
   - Is there a process for eliminating or controlling identified hazards?
   - Does your company use safe work permits on your work sites?
   - Does your company have a formal system in place for safety inspections of facilities, equipment and tools, emergency equipment and job site conditions?
   - Is a formal procedure in place to track all identified deficiencies until satisfactorily completed?
   Comments:

9. Does your company use written incident reporting and investigation guidelines, procedures, and forms?
   - Does your incident report form include recommendations to prevent reoccurrence, assign responsibility and track until completed?
   Comments:

10. Does your company regularly hold safety meetings at your work site?
    - How about daily safety huddles?
    - Are meeting notes and attendance records documented?
    Comments:

(Please note that a check box indicates agreement. Any unchecked boxes will be interpreted as disagreement for purposes of Technical Submission evaluation.)
HEALTH AND SAFETY INFORMATION SUBMITTAL CHECKLIST
(please include with Technical Submission)

NOTE: Copies of the following information that are available should be provided by the Bidder in conjunction with this Appendix form.

<table>
<thead>
<tr>
<th>No.</th>
<th>Records, Statements or Forms</th>
<th>Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>WSIB Clearance Certificate</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>WSIB CAD 7 – Annual Statement for Ontario or (Merit – Adjusted Premium Rate Statement).</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>A one-page sample of your safety training records.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>A one-page outline of your Employees and Supervisor Health, Safety and Environment Training program.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>A one-page outline of your employees Job Site Health, Safety and Environment Orientation.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>A sample of a completed Accident/Incident form.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>A sample of Equipment Inspection and Materials Inspection form(s) with a corrective action plan included.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>A one-page schedule of your employee Health, Safety and Environment Meetings and Scheduled Topics.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>A copy of your Substance Abuse Policy.</td>
<td></td>
</tr>
</tbody>
</table>

Bidder Name: 

Bidder Representative Name(s): 

Business Title: 

Contact Phone: 

Contact email Address: 

Signature

Date

I/we have the authority to bind the Bidder
THIS SECTION MUST BE COMPLETED BY ALL BIDDERS

The Bidder shall indicate whether the Bidder intends to use subcontractors and suppliers to perform (or to provide) the following Work and coordinated by the Bidder.

If the Bidder is not using subcontractors and suppliers, the Bidder should type “Own Forces” in the appropriate Response field below.

<table>
<thead>
<tr>
<th>Item of Work / Service to be performed</th>
<th>Subcontractor/Supplier Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Metal Doors and Frames</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Flush Wood Doors</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Acoustic Ceilings</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Millwork</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Windows/Pass Thru Windows/Glazing</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Drywall</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Flooring</td>
<td></td>
</tr>
<tr>
<td>Item of Work / Service to be performed</td>
<td>Subcontractor/Supplier Name</td>
</tr>
<tr>
<td>Painting</td>
<td></td>
</tr>
<tr>
<td>Bidder Name:</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td>Bidder Representative Name(s):</td>
<td></td>
</tr>
<tr>
<td>Business Title:</td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td></td>
</tr>
<tr>
<td>Contact email Address:</td>
<td></td>
</tr>
</tbody>
</table>

Signature  
I/we have the authority to bind the Bidder  

Date
Each Bidder shall provide a minimum of three (3) references from clients for which they have provided similar work within the past five (5) years. Where possible, please use references of staff that will be assigned to this Project.

<table>
<thead>
<tr>
<th>Reference #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Nature of Assignment:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Telephone Number:</td>
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<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Nature of Assignment:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact:</td>
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<tr>
<td>Title:</td>
</tr>
<tr>
<td>Telephone Number:</td>
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<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>Nature of Assignment:</td>
</tr>
</tbody>
</table>
Bidder to complete the following:  
(Full Legal Name and Address)

<table>
<thead>
<tr>
<th>NAME:</th>
<th>RFP No. 161290</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>RFP Title: Construction of the</td>
</tr>
<tr>
<td></td>
<td>Baycrest Centre for Geriatric Care</td>
</tr>
<tr>
<td></td>
<td>Dentistry Alterations</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>CLOSING TIME:</td>
</tr>
<tr>
<td></td>
<td>May 31, 2017 at</td>
</tr>
<tr>
<td>PHONE:</td>
<td>Time: 12:00:00 p.m. ET</td>
</tr>
</tbody>
</table>

**TO:**  Rebecca Binns, Bid Administrator  
Shared Services West  
2295 Bristol Circle, Suite 101  
Oakville, ON L6H 6P8
IMPORTANT INSTRUCTIONS:

Proposals must be submitted in a sealed package(s) to the address indicated on the Proposal return label between the hours of 9:00 a.m. and 5:00 p.m. (ET), Monday through Friday (excluding statutory holidays), AND NO LATER THAN THE CLOSING TIME NOTED ABOVE.

Shared Services West and the Customer(s) do not accept responsibility for Proposal submissions directed to any location other than the address indicated on the label above. The postal code is to aid in identifying the building only. The onus remains solely with Bidders to instruct courier/delivery personnel to deliver Proposals to the exact location specified above by the Closing Time. Proposals that are delivered to another address before the deadline but arrive at the address specified after the deadline will be disqualified.

Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Failure to affix this label to your submission envelope/package may also result in submissions not being recognized as Proposals. This could result in your Proposal arriving late at Shared Services West and will be deemed late, disqualified and returned to the Bidder.

Proposals received by fax or any other kind of electronic transmission will be rejected.
Appendix 1 – RFP Technical Submission Requirements
Request for Proposal #161290

The Rated Criteria for the Technical Submission package are set out in the Table of this Appendix 1 – RFP Technical Submission Requirements.

Each Bidder should submit the information and supporting documentation relating to the matters set out below.

<table>
<thead>
<tr>
<th>TECHNICAL INFORMATION</th>
<th>Page Limit (double sided)</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following outlines the proposed rated criteria requirements for the Bidders that are looking to qualify for the Baycrest Centre for Geriatric Care Dentistry Alterations. It is proposed that the Bidder will act as the general contractor, and any subcontracted trades will be carried by the Bidder.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder’s Organization Overview</th>
<th>3</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Description of the composition of the Bidder’s team identifying all Key Individuals, and their roles and responsibilities, corporate mission, vision goals and objectives.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Organization chart of the construction team, for the Project illustrating:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Project specific governance structure and department / business unit organization among the construction team;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Reporting relationships for Key Individuals identified from the construction team; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Reporting relationships of the other team members who will undertake construction activities including the Project work teams.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder’s Qualifications and Experience in Healthcare</th>
<th>No limit</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Submit a one fully completed Contractor’s Qualification Statement using a CCDC 11 - 2016 Contractor's Qualification Statement (projects listed should be under the direct management of the Bidder’s Key Individuals proposed for each category.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Using Schedule G – Exemplary Project Experience Form, provide the required project information for three (3) exemplary projects of similar type, size and complexity that demonstrates the Bidder’s experience as it relates generally to the type of work described in this RFP. Preference will be given to healthcare projects of similar type, size and complexity.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Individual Experience in Healthcare</th>
<th>No limit for Schedule H</th>
<th>25</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Using Schedule H – Key Individual’s Experience Form, identify roles and responsibilities of the following key individuals for each Bidder (“Key</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Individu**als**

- Project Manager; and
- Site Superintendent/supervisor;

- Demonstrate Key Individuals applicable and relevant GTA or Ontario customer experience.

- Submit curriculum vitae for each Key Individual. All curriculum vitae should be a maximum of one (2) double-sided pages for each of the Key Individuals. Curriculum vitae should clearly indicate individual’s experience, educational qualifications, professional affiliations, office location and number of years with the firm. Relevant experience demonstrated while working for other employers is acceptable.

### Bidder’s Infection Prevention and Control Programs

- Each Bidder’s site personnel are required to undergo training in Asbestos Awareness and Infection Prevention and Control Measures prior to entering the health care construction site. Training is the responsibility of each Bidders and proof of training from a recognized environmental training program (*this is a program that provides training in infection and control measures*) should be provided for each of Bidder’s site personnel.

- Proof of training in Asbestos Awareness and Infection Prevention and control measures for each of a Bidder’s proposed site superintendents and forepersons should be provided in this section. Preference will be given to completion of the CSA 2 Part Course – (Part 1: Fundamentals of Infection Control, and Part 2: Effective Implementation and Practical Applications of Infection Control).

  - All Bidders are to present information that best presents their knowledge and experience regarding:
    - CSA Z317.2-10 “Special Requirements for Heating, Ventilation, and Air-Conditioning (HVAC) Systems in Health Care Facilities” and
    - CSA Z317.1-09, “Special Requirements for Plumbing Installation in Health Care Facilities”.
    - Bidders should be knowledgeable about working with asbestos and in areas containing asbestos within the relevant regulations of the Occupational Health & Safety Act.

| CVs to be limited to 2 pages | No limit | 10 |
### Bidder’s Health, Safety & Environment Evaluation

- All Bidders should complete Schedule I – Health, Safety & Environment Evaluation Form and provide the documents under the Health and Safety Information Submittal Checklist.

### Bidder’s Quality Control Programs

- Each Bidder to submit their construction quality control program.
- Indicate how your quality control will be implemented on site.
- Indicate how the Project hand over and commissioning would be handled.

### Project Schedule and Workplan

- Bidders are to provide a planned construction schedule (mobilization and planned completion time);
- Bidders to provide a narrative which demonstrates their key planning, indicating a critical path for the completion of how activities will be scheduled to realize completion of the Project time;
- Bidders to provide a sample or previous project schedule with their Proposal to effectively demonstrate their ability to complete a project of similar size, scope and complexity on time; and
- Bidders should support their approach by referencing experience on other healthcare projects of similar size, scope and complexity with respect to the achievement of development timelines, and identifying and mitigating key developmental risks.

### Additional Information:

#### Financial, Insurance and Surety:

- **Financial** – all Bidders should provide a letter from their financial institution indicated sound credit standing, and a letter authorizing the Customer(s) to procure a written credit report.

- **Insurance** – Bidder should provide a signed "Certificate of Insurance" on a standard form provided by a duly licensed Canadian insurance company stating their intention to provide insurance to the Bidder in accordance with the insurance requirements of the RFP Documents (see Schedule D – Form of the Agreement, CCDC 41 – CCDC Insurance Requirements).

  All Bidders should provide a letter from a duly licensed Canadian insurance company outlining the ability to obtain Comprehensive
General Liability Insurance on a wrap-up basis in an amount of not less than category level of each submission per occurrence with the capacity to name **Baycrest Centre for Geriatric Care** as additional insured. Builders' Risk Insurance in an amount not less than **$10,000,000 per occurrence**. **Surety/Bonding** - Bidders should provide a letter of confirmation from a duly licensed Canadian bonding company clearly stating:

a. the name and address of the contractor for which the confirmation letter is being provided;

b. that the contractor is in good standing with the bonding company; and

c. the contractor’s single bond amount limit and the contractor’s total aggregate bonding facility amount.
Appendix 2 – Supplementary Conditions to the CCDC 2 - 2008
Request for Proposal #161290

The Supplementary Conditions to the CCDC 2 - 2008 shall be available via a File Transfer Protocol System (“FTPS”). Instructions on obtaining the Project manual digitally will be provided by the Bid Administrator, upon acceptance of a Bidder’s signed NDA.
Appendix 3 – Project Manual  
Request for Proposal #161290

The Project manual shall be available via a File Transfer Protocol System ("FTPS"). Instructions on obtaining the Project manual digitally will be provided by the Bid Administrator, upon acceptance of a Bidder’s signed NDA.