

REQUEST FOR PREQUALIFICATION (“RFP”)

RFP No. RCHS-181112

Issued to Proponents for the Provision of Specialist Advisory Services (Not For Profit Integrations)

Managed by Reconnect Community Health Services

Issue Date: November 12, 2018

Closing Time: 2:00:00 p.m. Eastern Time on

Closing Date: December 24, 2018

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ARTICLE 1 INTRODUCTION

1.1 Background of Reconnect and the Toronto Community Health Sector HSPs

Reconnect Community Health Services is a not-for-profit health service organization located in Toronto. Reconnect serves seniors and people living with mental health and addictions challenges to improve and maintain their health and well being. With over 250 staff, Reconnect is governed by a volunteer board of directors.

Along with providing support and clinical services to the community, Reconnect actively leads several initiatives that are focused on building capacity and infrastructure within the community health sector. Included in these initiatives is Community Shared Services, a no-cost service offered to Toronto community Health Service Providers (HSPs) that focuses on capacity building, collaboration, and providing procurement support to the community sector. As part of its role in providing this support, Reconnect is issuing this VOR on behalf of all Community Health sector HSPs within the city of Toronto. Reconnect will also provide, as an option to any HSP, assistance with the second-stage process as part of the service offerings of Community Shared Services.

“HSPs” means a current or future health service provider situated within the boundaries of the city of Toronto. A list of current HSPs is attached as Appendix “1”.

As applicable to HSPs that are members of the broader public sector of the Province of Ontario, such HSPs may be subject to the *Broader Public Sector Accountability Act* (“BPSAA”) and the *Broader Public Sector Procurement Directive* (the “Procurement Directive”). HSPs may also be subject to the applicable trade agreements, including the Canadian Free Trade Agreement and the Comprehensive Economic and Trade Agreement, Chapter 19 Government Procurement. It is the intention of Reconnect and the HSPs that the procurement process conducted under this RFP be consistent with these requirements, where applicable. Other trade obligations may also be applicable.

This RFP is being issued for the benefit and on behalf of the Toronto community health sector HSPs

1.2 Background of Services Required – The “Use Case”

As part of a two-step procurement process, proponents to this VOR (“Proponents”) are being asked to respond to their capability as organizations to fulfill the advisory needs of the HSPs that are entering into service integrations with another organization (as further defined below)(the “Services”).

To facilitate the Proponents’ understanding of what the Services require, and whether a Proponent has the capability of providing the Services, a representative “Use Case” is attached in the Use Case Appendix 2.

Those Proponents that conform to the requirements of the Use Case, as provided for in the Mandatory Administrative Requirements and Rated Requirements found in Sections 5.2 and 5.3 of this RFP, and then successfully negotiate a form of Master Services Contract with Reconnect for use with the HSPs will then be permitted to engage in the second stage procurement process, as further described in this RFP.

ARTICLE 2 TERM AND SCOPE OF SERVICES

2.1 Term and Nature of the Vendor of Record Arrangement

Reconnect wishes to negotiate a vendor of record arrangement with selected Proponents for a three (3) year term (though certain SOWs contracted for before that end date may continue until completed). A contract for specific Services under the Vendor of Record Master Services Contract will be embodied within a duly executed Statement of Work (a “SOW”) and will be subject to all terms and conditions of the Master Services Contract. Such SOWs are contemplated to be for one (1) year with an option for HSPs to extend for an additional one (1) year term, unless otherwise indicated.

It is contemplated that on a regular basis during the three year term, a second stage competitive process among all successful Proponents that commit to Reconnect to enter into a Master Services Contract with HSPs will be conducted for Services for and on behalf of one or more HSPs (the “VOR”).

Upon acceptance of a successful Proponent’s response to a second stage competitive process, such successful Proponent will be expected to enter into a Statement of Work for the delivery of the Services.

Reconnect makes no representation, warranty, guarantee or other agreement to the Proponents regarding the volume of Services, if any, to be acquired pursuant to any Master Services Contract resulting from this RFP. Reconnect and the HSPs will not be restricted from issuing RFPs or other procurement documents for the same or similar services should it elect to do so.

Further particulars of the possible scope of Services is found in the Use Case Appendix.

In creating a VOR for Services, Reconnect is endeavoring to develop flexibility in its sourcing processes by contracting with a variety of suitable companies. Proponent opportunities under any VOR arrangement will be determined by Reconnect and the HSPs based on the secondary selection process.

This RFP does not bind Reconnect or the HSPs or constitute an offer of any nature or kind whatsoever by Reconnect or the HSPs to any or all of the Proponents.

2.2 Objectives

Through this RFP, and two stage VOR process for Services, Reconnect seeks to satisfy the following objectives for the HSPs in the Master Services Contracts and related SOWs it may sign:

- obtain Services from those with particular expertise in the sector at competitive prices;
- provide an effective mechanism that facilitates the timely procurement of such Services; and
- demonstrate compliance with applicable procurement laws and agreements.

2.3 Contract Negotiation With Reconnect

2.3.1 Conclusion of Master Services Contract

This RFP permits negotiations between Reconnect and Proponents, under circumstances identified in Section 9.3, to finalize Master Service Contracts.

2.3.2 Needs of Individual HSPs

The needs of individual HSPs for Services will vary and may change over the term of the Master Services Contract. It is not the intention of this RFP to suggest or establish standardization of Services within any particular HSP. The HSPs make their own decisions on what Services to purchase.

2.3.3 Quantities

The volumes of Services anticipated to be purchased over the term of the Master Services Contract or related SOWs, if any are suggested, are estimates only. Nature of RFP Process – Process Contract

Reconnect and the Proponents acknowledge that it is their intention to create a Master Services Contract for any Proponent whose Proposal is received by the Closing Time and meets the mandatory and rated requirements set out in this RFP.

ARTICLE 3 PROPOSAL SUBMISSION

3.1 Proposal Submission

3.1.1 Proponents to Obtain RFP only through Ontario Tenders Portal (OTP)

This RFP is available only through OTP, the online bidding portal for procurement competitions within the government of Ontario and Broader Public Sector (BPS) Entities. For further information about OTP, please visit the OTP website at <https://ontariotenders.bravosolution.com>.

3.1.2 General

Proposals shall be completed and successfully submitted and accepted onto OTP no later than 2:00:00 pm Eastern Time on December 24, 2018 (the “Closing Time”). It is the responsibility of each Proponent to determine how to submit their Proposal onto OTP, and to allocate sufficient time to complete that task.

3.1.3 Proposals received after the Closing Time

Proposals submitted after the Closing Time will be rejected. Requests for amendments of Proposals, submitted after the Closing Time, will not be accepted.

For clarity, a Proponent will not be penalized where their Proposal is received after the Closing Time if the delay is due solely to mishandling on the part of Reconnect’s very specific obligations as set out in this RFP for the submission of a Proposal by a Proponent. Proponent’s obligations include commencing the submission process well before the Closing Time, and making prompt, full and proper use of our agents, where difficulties are encountered. For clarity, as between Reconnect and a Proponent, it is the Proponent who assumes the risk of delay for utility failures, including the lack of availability of telecommunications services.

3.2 Proposal Submission

Once submitted, a Proposal may be withdrawn or amended prior to the Closing Time.

3.3 Review of Proposals

Reconnect will review Proposals privately or as it deems appropriate. Notwithstanding the foregoing, Proposals shall not be reviewed until after the Closing Time.

3.4 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.

ARTICLE 4 RFP PROCEDURES

4.1 RFP Administrator

4.1.1 Contact Information

All questions and communications regarding this RFP should be directed to the RFP Administrator using OTP;

RFP Administrator: Marvin Weekes
Title: Project Advisor, Community Shared Services
Email: mweekes@reconnect.on.ca

4.1.2 Notice

The Proponent is put on notice that from the date of issue of the RFP through any award notification of the Master Services Contract:

- a) only the RFP Administrator is authorized by Reconnect to amend or waive the requirements of the RFP by an addendum issued pursuant to the terms of this RFP;
- b) Proponents should not contact any of HSP or Reconnect, or any of the staff of the HSPs (except for the RFP Administrator) in regards to this RFP, unless instructed to in writing by the RFP Administrator;
- c) under no circumstances shall the Proponent rely upon any information or instructions from the HSP, their employees, or their agents unless the information or instructions is provided in writing by the RFP Administrator in the form of an addendum; and
- d) neither the HSPs, their employees nor their agents shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in an addendum by the RFP Administrator.

4.2 Information

4.2.1 Proponent to Review

The Proponent must carefully review this RFP and ensure that the Proponent has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

4.2.2 Proponent to Notify

If the Proponent discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Proponent must notify the RFP Administrator in writing prior to submitting the Proponent's Proposal.

Proponents shall not:

- a) claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 4.2.1 were present with respect to this RFP; or
- b) hold any member of Reconnect or the HSPs liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

4.3 Clarification and Questions

4.3.1 Questions and Answers

Proponents finding discrepancies, ambiguities or omissions in this RFP should submit all requests for clarification via OTP to the RFP Administrator. Responses to inquiries by Proponents for additions, deletions or alterations by Reconnect will be made by addendum and posted on OTP at least 7 days prior to the Closing Time, unless it is an addendum extending the Closing Time. Neither Reconnect nor the HSPs will be responsible for instructions, clarifications, amendments, additions, deletions or alterations to the RFP except by way of an addendum.

The RFP Administrator may in his/her sole discretion answer similar questions from various Proponents only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

Please note the deadline for submitting questions under Section 7.2.

4.4 Proponents' Meeting

An optional Proponents' Meeting will be held on **[November 28, 2018 at 2:00 p.m.]** with attendance being optional though strongly recommended.

The purpose of the optional Proponents' Meeting is to:

- Review all mandatory requirements and submissions requirements for this RFP
- Review the timelines for this RFP
- Review expectations for the Proponents Proposals; and
- Allow for Questions and Answers in regard to the procurement process and the content of the RFP.

Proponents are asked to indicate their plan to attend and intent to submit a Proposal by submitting Appendix 3 – Notice of Intention to Bid and Optional Bidder Meeting Registration Form by **[November 23, 2018 at 4:00 p.m.]** via OTP.

In each case, the attendee should identify their attendance at the time of attendance. When signing-in, please include your name, title and company's name to ensure it is added to our list of attendees correctly. Proponents can bring in-person up to three (3) representatives including subcontractors, if applicable.

It is strongly preferred that the Proponent's representative(s) attend in-person. Voice-only teleconference option will be provided only if needed. Reconnect may amend the date and format of the Proponents Meeting as may be needed to accommodate in-person attendance.

The optional Proponents Meeting will be held at the following location:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower, 34th Floor
22 Adelaide St. W
Toronto, ON M5H 4E3

For those who wish to join via voice-only teleconference, please contact via OTP for further information.

4.5 Additional Rights

Reconnect shall have the right without liability, cost, or penalty and in its sole discretion to exercise any of the rights set out in this Section 4.5.

4.5.1 Amendments to the RFP

Subject to Section 4.3.1, Disconnect shall have the right to amend or supplement this RFP by addendum prior to the Closing Time. The addenda shall be binding on each Proponent.

4.5.2 Right to Cancel the RFP

Disconnect shall have the right to cancel this RFP, at any time, either prior to or after the Closing Time without award. Thereafter, Disconnect may issue a new tender, RFP, RFQ, single/sole source or do nothing.

4.5.3 Clarification of Proponent's Proposal

Disconnect shall have the right at any time after Proposal submission, to seek clarification from any Proponent in respect of such Proponent's Proposal, without contacting other Proponents. Disconnect is not obliged to seek clarification of any aspect of a Proposal.

Any clarifications sought shall not be an opportunity to either correct errors or to change the Proponent's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this section, any written information received by Disconnect from a Proponent in response to a request for clarification from Disconnect shall be considered part of the Proponent's Proposal.

4.5.4 Verification of Information

Disconnect shall have the right to verify any Proponent statement or claim by whatever means Disconnect deems appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable.

The Proponent shall co-operate in the verification of information and is deemed to consent to Disconnect verifying such information.

4.5.5 Right to Waive Irregularities

Disconnect shall have the right to waive any irregularities in Proposals or in the submission of Proposals, provided that such irregularities are minor and do not constitute a material deviation as set out in ARTICLE 5 MANDATORY REQUIREMENTS below.

ARTICLE 5 MANDATORY REQUIREMENTS

5.1 General

This Article 5 describes the Proposal requirements that must be met in order for a Proposal to be accepted. If, in the sole discretion of Disconnect, a Proposal or part of a Proposal does not comply with these Mandatory Requirements, Disconnect shall, without liability, cost or penalty, eliminate the Proposal from the RFP process. In this RFP, "comply" and "compliance" means that the Proposal and its constituent parts substantially conform to the Mandatory Requirements in this Article 5 without material deviation. A material deviation is one that:

- a) in the judgment of Reconnect acting reasonably, represents a failure of the Proponent to properly address the service requirements requested by this RFP; or
- b) affects in any substantial way the quality or timely availability of the Service elements of the Proponent's Proposal.

5.2 Mandatory Administrative Requirements

The Proponent shall meet the mandatory administrative requirements set out in this Section 5.2, failing which its Proposal shall be deemed non-compliant and rejected.

5.2.1 Proposal Submission Form

Each Proponent shall complete and submit the Proposal Submission Form Appendix, Appendix 4, in accordance with the instructions contained therein. While a signature is requested, the act by the Proponent of submitting the Proposal Submission Form Appendix without a signature shall nevertheless be deemed to be equivalent to a signature and to be binding upon the Proponent in the same manner as a signature. At Reconnect's request, Reconnect may seek confirmation of the Proponent's intent to be so bound by requiring such signature after the Closing Time. A failure to provide such signature by the Proponent within two (2) business days of Reconnect's written request shall be a breach of a Mandatory Requirement of this RFP and the Proponent will be rejected.

The Proponent shall set out, in Schedule A of the Proposal Submission Form, any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations described in the Master Services Contract Appendix. In the event the Proponent fails to include Schedule A as part of its Proposal, Schedule A will be deemed to have been accepted as unamended, with no exceptions.

5.3 Rated Criteria Requirements

Reconnect will evaluate qualified Proposals (those that have not been disqualified for any reason in accordance with the provisions of this RFP) in accordance with the following evaluation criteria and weightings. Proponents are responsible for reviewing the criteria and providing appropriate and sufficient information in their Proposals to enable the evaluation team to assess the Proposals.

An Interview will be offered to each Proponent that successfully completes the mandatory requirements, and scores among the top 8 scoring Proponents (and including ties) under Criteria A through D below.

The top 5 scoring Proponents will be invited to participate in each Vendor of Record listing. In the event of a tie between Proponents' scores, both (or all) proposals at that score will be accepted as part of the VOR listing.

Reference checks may be conducted, and may be considered in scoring the following criteria.

While a stated scoring preference is provided to Proponents that provide the full suite of Services sought under this RFP and prospective Proponents are encouraged to act as a consortium with one prime Proponent where feasible, Proponents are not prohibited from providing a Proposal for a partial suite of the Services and may be selected under this RFP to proceed on that basis.

Evaluation criteria and weighting is as follows:

Criteria	Weighting
A. Corporate Profile <p>Proponents will be scored based on:</p> <ul style="list-style-type: none"> (i) their demonstrated collective experience and resources in having provided the Services in a healthcare environment consistent with the Use Case, with applicable examples; and (ii) their demonstrated commitment to ensuring required resources are available at the appropriate time. 	15
B. Experience and Qualifications of Proposed Resources <p>Proponents will be scored based on how the Services will be provided based on the Proponent's:</p> <ul style="list-style-type: none"> • Profiles of Proposed Resources • Knowledge of, and application of industry best practices • Ongoing training & recruitment practices 	15
C. Application of Skills to the Use Case <p>A detailed description on how the Proponent would implement the Services under the Use Case, including the interpersonal aspects in providing those Services effectively but with due regard to the sensitivities that may exist in such circumstances. Reference to similar experiences, be it anonymous or otherwise, is encouraged.</p>	25
D. Contract Compliance <ul style="list-style-type: none"> • Compliance with major points in the Master Services Agreement. • Full compliance will receive 10 points, and those responses with changes will receive a lesser score, such score dependent on the materiality of the changes as to increased risk and liability for either Reconnect or a HSP, as applicable. 	10
E. Interview <ul style="list-style-type: none"> • An Interview will be conducted and questions asked to address a Proponent's ability to provide the Services 	25
F. Price <ul style="list-style-type: none"> • Please respond to the rate card attached in Appendix 5. Points will be awarded on a proportional basis with the Proponent with the lowest weighted average rate across the rate card receiving 10 points, and a Proponent with twice that weighted average receiving 5 points. 	10
TOTAL	100

ARTICLE 6 GENERAL REQUIREMENTS

This section lists the General Requirements that are included in this RFP. The Proponent's failure to meet any of these required elements will not eliminate the Proponent's Proposal from further consideration.

6.1 Proposal Format

The Proponent should

- a) completely address, on a detailed and point-by-point basis, each requirement identified in this ARTICLE 6;
- b) adhere to the Proposal format requirements set out in Section 3.3 of this RFP; and
- c) respond to these General Requirements as directed in this RFP.

6.2 Master Services Contract Appendix

The Master Services Contract Appendix, Appendix 6, is the contract proposed to govern the distribution of Services held by the successful Proponents with respect to applicable SOWs. Where a Proponent takes exception to one or more of the commercial terms in the Master Services Contract Appendix, it is to submit with its Proposal a copy of the Master Services Contract Appendix and note within such appendix any particular commercial term to which it objects, the reason for its objection and the specific contractual replacement language which it proposes as a substitute ("Points for Negotiation"). Any negotiation of the Master Services Contract Appendix with a Proponent will be limited to the Points for Negotiation submitted by the Proponent (if any) with its Proposal. Proponents are cautioned to restrict the Points for Negotiation to significant risk transfer items, understanding that the nature and extent of any Points for Negotiation submitted will be subject to the points based evaluation

6.3 Payment Terms

See the Master Services Contract Appendix for the payment terms for Services.

ARTICLE 7 SELECTION MILESTONES

7.1 Selection Milestones

Subject to the right of Reconnect and the HSPs to amend any aspect of this RFP, the following represents the anticipated timetable for events and activities which will take place pursuant to this RFP.

7.2 Changes in Dates

The dates are subject to change at the sole discretion of Reconnect. All times are shown as Eastern Time. The timetable for this RFP is as follows:

Event	Date	Time
RFP issued to Proponents	Monday, November 12, 2018	1:00 p.m. Eastern Time
Proponent's Meeting	Wednesday, November 28, 2018	2:00 p.m. Eastern Time
Deadline for Proponent Questions	Wednesday, December 5, 2018	4:00:00 p.m. Eastern Time
Deadline for Responses to Proponent Questions	Tuesday, December 11, 2018	4:00:00 p.m. Eastern Time
Closing Time	Monday, December 24, 2018	2:00:00 p.m. Eastern Time
Completion of Evaluation	Friday, January 25, 2019	4:00:00 p.m. Eastern Time
Advise Preferred Proponent(s) of their Status	Monday, February 4, 2019	4:00: p.m. Eastern Time
Award and Execute the Master Service Contracts	Monday, March 4, 2019	4:00: p.m. Eastern Time

ARTICLE 8 DISQUALIFICATION OF PROPOSALS

8.1 Disqualification

Without limiting the other rights of Reconnect or the HSPs, as described in other Articles of this RFP, Reconnect, without liability, cost or penalty, and in its sole discretion, may disqualify any Proposal at any stage of the RFP process if:

- a) the Proposal contains materially incorrect information;
- b) the Proponent materially misrepresents any information provided in its Proposal;
- c) there is any evidence that the Proponent, its employees, or agents colluded with one or more other Proponents or any of its or their respective employees or agents in the preparation of the Proposal;
- d) the Proponent's lack of co-operation impedes the RFP process or the evaluation of any Proposal or Proposals submitted pursuant to this RFP;
- e) the Proponent has previously committed a material breach of a contract with a HSP;
- f) the Proponent has been charged or convicted of a summary conviction or criminal offence in respect of a contract with one of the HSPs;
- g) the Proponent submits a Proposal that is determined to be non-compliant with the requirements of this RFP;
- h) the Proponent reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the RFP Administrator;

- i) the Proponent submits a Proposal with respect to the subject matter of this RFP to anyone outside of the RFP Administrator;
- j) the Proponent contacts any member of the evaluation team, other than the RFP Administrator, or staff of any of the HSPs either directly or indirectly in order to obtain information in regards to this RFP; or
- k) the Proponent extends either verbally or in writing to any member of the evaluation team or staff of any of the HSPs directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of Reconnect, is intended to influence the outcome of the RFP.

ARTICLE 9 MASTER SERVICES CONTRACT

9.1 Form of Contract

Subject to Section 9.3, the agreement that the Proponent will be required to sign is the Master Services Contract.

9.2 Notice

Where Reconnect has determined the successful Proponents, if any, it shall issue a written notice to each such Proponent advising them of their selection. Where the Proponent has submitted no Points for Negotiation, it shall execute the Master Services Contract within seven (7) calendar days of receipt of the written notification from Reconnect. Where a Proponent has submitted Points for Negotiation, it shall, within seven (7) calendar days of receipt of the written notification from Reconnect enter into negotiations to finalize the Master Services Contract as described in Section 9.3.

9.3 Negotiations with Proponents

Where a successful Proponent, if any, has been invited by Reconnect to enter negotiation on the Proponent's Points for Negotiation, the Proponent and Reconnect shall use reasonable commercial efforts to finalize a Master Contract within ten (10) calendar days next following notification to the Proponent by Reconnect of its intention to negotiate.

9.4 Reconnect Rights

Subject to Section 9.6, Reconnect shall not be obligated to provide reasons for the rejection of any Proposal. In addition, Reconnect is not obligated to award a Master Services Contract to any Proponent. Without limiting the generality of the above, Reconnect will not be obligated to award a Master Services Contract:

- a) in the sole discretion of Reconnect, Reconnect determines that it would be in the HSPs' best interest not to enter a Master Services Contract;
- b) only one Proponent submits a Proposal;
- c) the Proposal has been disqualified pursuant to ARTICLE 8 DISQUALIFICATION OF PROPOSALS of this RFP;
- d) the successful Proponent or Proponents fail to enter into a Master Services Contract in accordance with ARTICLE 9 – MASTER DISTRIBUTION CONTRACT;
- e) the Proponent fails to obtain any material permits, licenses, or authorizations required pursuant to this RFP; or
- f) the funding for the acquisition for the proposed Services has been revoked, modified, or has not been approved.

9.5 Master Services Contract Not Executed

In the event that a successful Proponent fails or refuses to enter into or execute the Master Services Contract within ten (10) calendar days of receipt of the written notice from Reconnect, Reconnect reserves the right to:

- a) extend the period for signing the Master Services Contract;
- b) exclude the Proponent's Proposal from further consideration and enter (or negotiate to enter) a Master Services Contract with another Proponent without becoming obligated to make an award to any other Proponents; 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 services.

9.6 Proponent Debriefing

Reconnect shall promptly inform participating Proponents of its contract award decisions, and, on the request of a Proponent, shall do so in writing. Subject to not disclosing Proponent information that might prejudice fair competition between Proponents and other reasonable restrictions, Reconnect shall, on request, provide an unsuccessful Proponent with an explanation of the reasons why its Proposal was not selected and the relative advantages of the successful Proponent's Proposal. Reconnect shall provide unsuccessful Proponents, until 60 calendar days following notification of the Master Services Contract award date, a right to request a debriefing.

9.7 Administrative or Judicial Review Procedures

- (a) There shall be a timely, effective, transparent, and non-discriminatory administrative or judicial review procedure through which a Proponent may challenge: (a) a breach of CFTA or CETA, as applicable; or (b) if the Proponent does not have a right to challenge directly a breach of CFTA or CETA under the laws of Ontario, a failure by Reconnect or a HSP to comply with the obligations to implement CFTA or CETA, as applicable. The procedural rules for all challenges shall be in writing and made generally available.
- (b) If there is an applicable complaint by a Proponent for a breach or a failure as referred to in (a) above, the Proponent and Reconnect and the HSP, as applicable, shall seek resolution of the complaint through consultations. Reconnect and the HSP, as applicable shall accord impartial and timely consideration to any such complain in a manner that is not prejudicial to the Proponent's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.
- (c) Each Proponent shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the Proponent.
- (d) Pending the establishment or designation of at least one impartial administrative or judicial authority by the Province of Ontario that is independent of its procuring entities to receive and review an applicable challenge by a Proponent (and which Reconnect elects to use for the purposes of this RFP), all disputes arising out of or in connection with this RFP, or in respect of any legal relationship associated with or derived from this RFP, may be finally resolved, at Reconnect's election, by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Toronto, Ontario before a single arbitrator. The language of the arbitration

will be English. For clarity, Proponent and Reconnect can mutually agree to alternative rules and an alternative body to arbitrate the dispute.

- (e) If a body other than an authority referred to in (d) initially reviews a challenge, the Proponent may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.
- (f) A review body that is not a court shall have its decision subject to judicial review or have procedures that provide that the Reconnect and the HSP, as applicable shall respond in writing to the challenge and disclose all relevant documents to the review body;
 - 1. the participants to the proceedings ("participants") shall have the right to be heard prior to a decision of the review body being made on the challenge;
 - 2. the participants shall have the right to be represented and accompanied;
 - 3. the participants shall have access to all proceedings;
 - 4. the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and
 - 5. the review body shall make its decisions or recommendations in a timely fashion, in writing, and shall include an explanation of the basis for each decision or recommendation.
- (g) Reconnect shall adopt or maintain procedures that provide for:
 - 1. rapid interim measures to preserve the Proponent's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and
 - 2. corrective action or compensation for the loss or damages suffered, which shall be limited, unless such damages or costs can be wholly exempted under this RFP to the lesser of: (i) the costs for the preparation of the Proposal; and (ii) the costs relating to the challenge, if a review body determines that there has been a breach or a failure as referred to in paragraph (a). For clarity, to the extent permitted under CETA and CFTA, such costs shall be limited to actual, direct costs reasonably incurred by Proponent in the circumstances, and shall not exceed costs which a commercially reasonable party would incur given the actual revenues and profits that could reasonably be expected in the context of the specific procurement.
- (h) A failure by Reconnect or a HSP to fulfill its obligations under Section 9.7 shall not, to the extent permitted by CFTA and CETA, incur for them cumulatively, a liability to Proponent that exceeds a costs award in excess of the amount described in subsection (g).2 above for the actual loss or damages suffered as a result of failure to perform its obligations under Section 9.7, if any. For clarity, a final determination that Reconnect or a HSP, as applicable, was permitted to take such actions as it did with respect to a Proponent's Proposal or performance under this RFP, shall be consistent a determination that no damages award should be made against Reconnect or a HSP, as applicable.

ARTICLE 10 ADDITIONAL TERMS AND CONDITIONS

10.1 Acceptance of RFP

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

10.2 No Publicity or Promotion

Proponents shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any Master Services Contract awarded under this RFP, without the prior written approval from Reconnect as applicable. The Proponent agrees to be bound by this provision regardless of whether its Proposal is accepted or rejected.

10.3 Proponent's Submission

The *Freedom of Information and Protection of Privacy Act* (“FIPPA”) applies to information provided to the HSPs by a Proponent. Accordingly, the HSP may be required to disclose parts or all of a Proposal pursuant to FIPPA. A Proponent should identify any information in its Proposal or in any accompanying documentation supplied in confidence for which confidentiality is to be maintained. Subject to the provisions of FIPPA, the HSPs will use reasonable efforts to safeguard the confidentiality of any information identified by the Proponent as confidential, but shall not be liable in any way whatsoever to any Proponent if such information is disclosed based on an order or decision made under such Act or any other applicable law. Proponents are counselled to obtain advice on the requirements of FIPPA and the means by which Proponents may protect their confidential information assets from disclosure hereunder.

By submitting a Proposal, Proponents also acknowledge that the contents of their Proposals will be disclosed, on a confidential basis, to the evaluation team, to the HSPs and to staff and advisors of the HSPs. Reasonable efforts will be made to protect pricing, commercial terms and other sensitive and confidential information provided and identified as such by Proponents (the “Confidential Material”) except as otherwise required by law. None of the Reconnect or the HSPs accept any liability in the event that Confidential Material, or any part of it, is disclosed even if such parties, their advisors or staff or any other person associated with this Request for Prequalification may have been negligent with respect to such disclosure.

Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis to the HSPs’ advisors retained for the purpose of evaluating or participating in the evaluation of their Proposals.

10.4 Personnel Information

10.4.1 Submission of Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of Proponent personnel unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation will be returned to the Proponent and will not be used in the evaluation process or otherwise. Should Reconnect subsequently request such information from the successful Proponent or Proponents after the Closing Time, Reconnect will treat this information in accordance with the provisions of this Section 10.4 and any applicable Reconnect information management practices.

10.4.2 Use

Any personal information as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2005, c.5 that is requested from each Proponent by Reconnect shall only be used to select the qualified individuals to undertake the services and to confirm that the work performed is consistent with these qualifications.

10.4.3 Consent

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to Reconnect. Reconnect will assume that the appropriate consents have been obtained for the disclosure to and use by Reconnect and/or the HSPs of the requested information for the purposes described.

10.5 Costs

Unless required under Section 9.7, this RFP does not obligate Reconnect or the HSPs to pay for any costs, of any kind whatsoever, that may be incurred by a Proponent or any third parties, in connection with the Proposal. All Proposals and supporting documentation shall become the property of Reconnect or the HSPs, subject to claims of confidentiality in respect of the Proposal and supporting documentation.

10.6 Permits, Licenses and Approvals

Proponents shall obtain all permits, licenses, and approvals required in connection with the provision of distribution services solicited pursuant to this RFP. The costs of obtaining permits, licenses and approvals shall be the responsibility of and shall be paid for by the Proponent.

10.7 Intellectual Property

The Proponent should not use any intellectual property of Reconnect or the HSPs, including but not limited to all logos, registered trademarks or trade names of Reconnect or the HSPs, at any time without the prior written approval of Reconnect or the HSPs as appropriate.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of Reconnect and/or the relevant HSPs.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals or professional conferences must be made to Reconnect and prior approval must be obtained in writing from Reconnect or the relevant HSPs as the case may be.

10.8 Completeness of the Proposal

By submission of a Proposal, the Proponent confirms that all requirements necessary to handle, store and deliver the Services to the HSPs have been identified in the Proposal and included in the pricing submitted.

10.9 Ownership of Proponent's Proposals

All accepted Proposals shall become the property of Reconnect or the HSPs and will not be returned.

10.10 Conflict of Interest

The Proponent should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations set out in the Master Contract, except to the extent any such conflict of interest or unfair advantage is set out in the Proposal. The Proponent is instructed to see ARTICLE 8 DISQUALIFICATION OF PROPOSALS in that regard.

10.11 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of Reconnect and the relevant Participating HSP. Any assignment made in violation of this section shall be null and void.

10.12 Governing Law

The RFP, the Proponent's Proposal, and any resulting Master Services Contract shall be governed by the laws of Ontario and Canada.

10.13 Limit of Liability

Subject to Section 9.7(g) with respect to the Proponent, the Proponent acknowledges and agrees that Reconnect and every HSP shall have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by Reconnect and every HSP, whether in contract or tort otherwise, and including without limitation, for costs that the Proponent or its sub-contractors incur with respect to the procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that Reconnect or any HSP has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues either accessing the RFP on MERX Canadian Public Tenders website or submitting a Proposal to the Bonfire public portal.

10.14 Entire RFP

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

- Receipt Confirmation Form
- Proposal Submission Form Appendix (Includes Schedule A)
- Use Case Appendix
- Master Services Contract Appendix

10.15 Priority of Documents

If there are any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the appendices, the RFP shall prevail over the appendices during the RFP process.

APPENDIX 1 **CURRENT LIST OF HSPs**

2 Spirited People of the 1st Nations

Access Alliance Multicultural Health and Community Services

Accommodation Information and Support Inc.

Alpha House

Alternatives, East York Mental Health Counselling Services Agency

Alzheimer Society of Toronto

Anishnawbe Health Toronto

Anne Johnston Health Station-Tobias House Attendant Care

Applause Community Development Corporation

Balance for Blind Adults

Barbra Schlifer Commemorative Clinic

Baycrest Centre for Geriatric Care

Bellwoods Centres for Community Living Inc.

Bob Rumball Centre for the Deaf

Boundless Adventures Association

Breakaway Addictions Services

Canadian Hearing Society

Canadian Mental Health Association - Toronto Branch

Canadian National Institute for the Blind

Canadian Red Cross Society, Ontario Zone

Carefirst Seniors and Community Service Association

Central Toronto Community Health Centres

Central Toronto Youth Services

Centre for Addiction & Mental Health

Centre for Independent Living (CILT) Inc.

Centre Francophone de Toronto

City of Toronto- Long-Term Care Homes and Services Division

City of Toronto, Toronto Public Health

Consumer/Survivor Information Resource Centre of Toronto

Copernicus Lodge

COSTI- Immigrant Services

COTA Health

Cross Toronto Community Development Corporation, Fresh Start

Davenport Perth Neighbourhood and Community Health Centre
Dixon Hall
East End Community Health Centre
East Toronto Family Community Centre
East York Meals on Wheels
Eden Community Homes
Etobicoke Services for Seniors
Family Association for Mental Health Everywhere
Family Service Toronto
Fife House Foundation Inc.
Flemington Health Centre
Four Villages Community Health Centre
Fred Victor Centre
George Brown College of Applied Arts and Technology
George Herman Memorial Foundation
Gerstein Crisis Centre
Good Shepherd Non-Profit Homes Inc.
Good Shepherd Refuge Social Ministries
Habitat Services, Mental Health Program Services of Metropolitan Toronto
Hellenic Home for the Aged Inc.
Homes First Society, Savard's
Hospice Palliative Care Ontario
Hospice Toronto
Houselink Community Homes Inc.
Humber Community Seniors' Services Inc.
Jean Tweed Treatment Centre
Lakeshore Area Multi-Service Project
Les Centres d'Accueil Heritage
LOFT Community Services
Madison Community Services
Mainstay Housing
March of Dimes
Margaret's Housing and Community Support Services Inc.
Mood Disorders Association of Ontario
NABORS- Neighbours Allied for Better Opportunities in Residential Support
Native Canadian Centre of Toronto

Native Child and Family Services of Toronto
New Visions Toronto
Opportunity for Advancement
PACE Independent Living
Parkdale Activity- Recreation Centre
Parkdale Queen West Community Health Centre
Parkdale Golden Age Foundation
Philip Aziz Centre for Hospice Care
Pilot Place Society
Pine River Institute
Planned Parenthood of Toronto
Progress Place Rehabilitation Centre
Providence Healthcare
Reconnect Community Health Services
Regeneration House Inc.
Regent Park Community Health Centre
Regional Geriatric Program of Metropolitan Toronto
Renaissance Fellowship
Schizophrenia Society of Ontario
Senior Adult Services in the Annex, Toronto
Senior People's Resources in North Toronto Inc., SPRINT Senior Care
Sherbourne Health Centre
Sinai Health System
Sistering- A Women's Place
Society of Sharing: Inner-City Volunteers
Society of St. Vincent de Paul, Toronto Central Council
Sound Times Support Services
South Riverdale Community Health Centre
Spinal Cord Injury Ontario
St. Christopher House
St. Clair O'Connor Community Inc.
St. Clair West Services for Seniors
St. Hilda's Towers Inc.
St. Jude's Community Homes
St. Matthew's Bracondale House
St. Michael's Homes

St. Michael's Hospital
St. Stephen's Community House
Stonegate Community Association
Storefront Humber Inc.
Street Haven at the Crossroads
Street Health Community Nursing Foundation
Student Assistance in North Toronto for Seniors (SAINTS)
Sunnybrook Health Sciences Centre
The Good Neighbours' Club
The Governing Council of the Salvation Army in Canada on behalf of Harbour Light Ministries
The Governing Council of The Salvation Army in Canada on behalf of Meighen Retirement Residence
The Hospital for Sick Children
The Second Mile Club of Toronto
Tobias House Attendant Care Inc.
Toronto East Health Network
Toronto Intergenerational Partnerships in Community
Toronto North Support Services
Toronto People with AIDS Foundation
Transition House Incorporated
Trinity Square Cafe Inc.
Unison Health and Community Services
University Health Network
Volunteer Centre of Toronto
Warden Woods Community Centre
West Park Healthcare Centre
West Scarborough Neighbourhood Community Centre
West Toronto Support Services for Senior Citizens and the Disabled Inc.
Women's College Hospital
Women's Health in Women's Hands
WoodGreen Community Services
Working for Change
YMCA of Greater Toronto
Yorkminster Park Meals on Wheels
Young Women's Christian Association of Greater Toronto, YWCA
Youthdale Treatment Centre

APPENDIX 2 **INTEGRATION USE CASE**

Toronto Community Health sector HSPs explore and implement different types of service integrations for a variety of reasons including the ability to offer clients an expanded array of services by joining together, an increase in scale to deliver more services, and/or an increased capacity in critical areas such as decision support, IT infrastructure and other back office functions.

Although HSPs may differ in size and scope, service integrations between two or more HSPs generally follows a similar pathway. The integration pathway, which has been included below as a use case, typically includes the process of exploring integration options, conducting due diligence, undertaking a community engagement process, and providing support for governance. It should be noted that while there are specific nuances that are associated with each potential integration, the majority contemplated by this VOR will follow the pathway outlined below:

Exploration

The integration pathway begins with an exploratory phase in which the HSP assesses both their potential readiness for an integration and whether an integration will achieve goals that aligns with their organizational strategic objectives and the broader healthcare system. HSPs that identify as potentially ready for an integration may also identify and approach potential partners to determine their willingness to pursue the scoping exercise of a potential integration.

Governance Support

The shared understanding, interests and commitment of the Boards is an essential success factor for integrations. HSPs often require senior governance support and expertise throughout the integration process, including facilitating joint Board sessions, and strategic advice, coaching and assistance with specific issues to Board Chairs and individual Board Members.

Project Management

Project management support, including the development and maintenance of a work plan, implementing a project approach, development of a communications plan, preparing the business case, and coordination of meetings, is often a service required by many of the HSPs throughout the integration process.

Due Diligence and Community Engagement

Once HSPs have begun initial discussions and identified their willingness to pursue an integration, HSPs proceed with the due diligence process. As part of the initial discussions, HSPs often draft a terms of reference and agree on the scope of the potential integration which leads to a Memorandum of Understanding (MOU) signed by each HSP's Board of Directors.

HSPs then complete a due diligence review that includes an assessment of the operational impacts of integration in areas such as client programs and services, finance, information technology, operations, and human resources. HSPs determine implementation plans for each of these areas and carry out a joint community engagement, seeking input from stakeholders including the community, local leaders, service partners, clients and their families.

Business Case

After the completion of the Due Diligence process, if the HSPs decide to proceed with the integration, depending on the type of integration being pursued, they may be required to jointly draft and submit a business case and letter of intent to the funder. These documents are reviewed within 60 days by the funder. Upon completion of the review, if the funder responds positively, the Boards make a joint formal public announcement using various modes of communication of integration implementation and start date.

Out of Scope

It should be noted that the following have been determined as out of scope for this VOR:

- Procurement of legal services (e.g. employment law counsel or the like) as part of the integration process
- Implementation services (i.e. services post-integration)

APPENDIX 3
NOTICE OF INTENTION TO ATTEND OPTIONAL PROPOSER MEETING REGISTRATION FORM

RFP NO.: [RCHS-181112] - PROVISION OF SPECIALIST ADVISORY SERVICES (NOT FOR PROFIT INTEGRATIONS)

PLEASE SUBMIT THIS FORM VIA OTP BY 4:00:00 PM ON NOVEMBER 23, 2018.

Indication of intention to attend is non-binding.

FROM: _____

COMPANY NAME

AUTHORIZED REPRESENTATIVE

TELEPHONE NO.

FAX NO.

E-MAIL

Please state your intention with regard to this RFP, by selecting one of the following:

- Intend to attend **in person at the Optional Proponent Meeting**.
- Intend to attend the **Optional Proponent Meeting via voice-only teleconference**.
- Intend to respond to the RFP, but will not attend the **Optional Proponent Meeting**.
- Does not intend to respond to the RFP.

The details for the Optional Proponent Meeting are as follows:

Optional Proponent Meeting
Date: Wednesday, November 28, 2018
Time: 2:00 p.m. Eastern Time
Place: Borden Ladner Gervais LLP Bay Adelaide Centre, East Tower, 34 th Floor 22 Adelaide St. W Toronto, ON M5H 4E3

Reconnect asks Proponents to respond in advance of the Optional Proponent Meeting.

Please note that attendance will be limited to (3) three representatives per Proponent including subcontractors, if applicable.

Representative #1: _____

Representative #2: _____

Representative #3: _____

Please return this confirmation and registration form via OTP.

APPENDIX 4
PROPOSAL SUBMISSION FORM APPENDIX
RFP # RCHS-181112

INSTRUCTIONS TO PROPONENT

Submission: The Proposal Submission Form when completed will form part of your Proposal and shall be completed and returned with your Proposal. Please sign where indicated – it is Reconnect's preference that this form be signed when submitted. If not signed but submitted, the Proponent acknowledges that such submission alone binds the Proponent to its terms.

To:Bid Administrator

Proponent Information:

Legal Name

Type of Legal Entity

Mailing Address

Telephone Number

Facsimile
Number

Email Address

Confirmation:

The Proponent hereby represents, agrees, declares and/or acknowledges that:

- (a) The Proponent carefully examined all the aspects of the RFP, including Sections 5.2 and 5.3 Mandatory and Rated Requirements, and having received, carefully examined and incorporated all addenda, having conducted due diligence and examined all conditions, circumstances and limitations that could affect our Proposal, intend to offer to provide the Services described in this Proposal and to carry out the requirements of this RFP for the price disclosed in our Specifications and Pricing Appendix. The pricing in such appendix excludes the Value Added Taxes but includes all other applicable taxes.
- (b) The information that is submitted is, to the best of the Proponent's knowledge, complete, accurate and up-to-date;
- (c) The Proponent consents to the disclosure of its information, including any information identified as confidential by the Proponent, by Reconnect or the HSPs to any of their consultants or advisors who may be retained for the purposes of evaluating the information, as well as their employees and officers, who need to know in relation to the RFP and the procurement of the services;
- (d) The Proponent has specifically identified any information in its Proposal for which confidentiality is to be maintained by Reconnect or the HSPs (rather than the Proposal as a whole);
- (e) The RFP and this Proposal do not create any legal obligation on the part of Reconnect or the HSPs or restrict their rights regarding the procurement of any good or service;

- (f) The Proponent consents to Reconnect or the HSP performing checks with any customer references provided and with any other relevant references;
- (g) Subject to any disclosures the Proponent may make in Schedule A, it is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal or, if awarded Product(s), entering into a Master Services Contract with Reconnect and providing the deliverables under related SOWs. Subject to the disclosure in Schedule A, the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP procurement process), in bidding on this RFP;
- (h) Subject to Section 9.7(g) of the RFP with respect to the Proponent, the Proponent acknowledges and agrees that Reconnect or the HSPs shall have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by Reconnect or the HSPs, whether in contract or tort or otherwise, and including, without limitation, for costs that the Proponent or its sub-contractors incur with respect to the procurement process or for any loss of profit the Proponent or its sub-contractors incur as a result of not being awarded a contract under this procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that Reconnect or the HSP has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues either accessing the RFP on the Ontario Tenders Portal;
- (i) The Proponent acknowledges and agrees that this Proposal Submission Form is paramount in the event of any inconsistency or conflict with any other aspect of Proponent's Proposal; and
- (j) The Proponent hereby represents, agrees, declares and/or acknowledges that the Proponent will be the prime contractor, i.e., Prime Proponent, and, as such, shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any Master Services Contract or SOWs that may ultimately result from this procurement process.

[Name of
Proponent]: _____

Per: _____

I have authority to represent and bind the Proponent.

Name: _____

Title: _____

Telephone: _____

Date: _____

PROPOSAL SUBMISSION FORM APPENDIX – SCHEDULE A

DISCLOSURES OF CONFLICT OF INTEREST/UNFAIR ADVANTAGE

Subject to any disclosures provided in this Schedule A, the Proponent is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal or, if awarded all or a portion of the Services, entering into a Master Services Contract with Reconnect or related SOWs. Subject to the disclosure in this Schedule A, the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponent as part of the RFP procurement process), in bidding on this RFP:

APPENDIX 5 **RATE CARD**

RATE CARD
[X] RFP No: Vendor Name: Exhibit [X]: Form [X]: Rate Card

1. Rate Card

Rate card for consulting services

Role	Maximum Hourly Rate	Please Provide any Assumptions on any Skills and Experience.
	Please Provide Maximum Hourly Rate. (Fixed Fee For Term of MSA)	
Senior Consultant (more than 8 years)		
Mid-Level Consultant (2-8 years)		
Junior Consultant (less than 2 years)		

APPENDIX 6
MASTER SERVICES CONTRACT

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made as of the [date] (the "Effective Date") **BY AND BETWEEN** [entity], with offices located at [location] ("HSP") **AND** [Vendor Name], a business with principal offices located at [Address] ("Vendor") (HSP and Vendor are each a "Party" and collectively, the "Parties").

NOW THEREFORE in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

ARTICLE 1 - THE RFP AND PROPOSAL

- 1.1 **RFP and Proposal.** Vendor reviewed a Request For Proposal (RFP # RCHS-181112) dated November 12, 2018 for a vendor of record ("VOR") arrangement with selected vendors issued by Reconnect Community Health Services ("Reconnect") (the "RFP") and Vendor submitted a proposal dated [date] (the "Proposal"), which are both incorporated by reference for the benefit of HSPs with including HSP.
- 1.2 **HSPs.** Reconnect, through the RFP, had facilitated a two-step vendor of record arrangement whereby HSPs within the city of Toronto ("HSPs"), may enter into this Agreement and one or more statements of work ("SOWs") with you that incorporates the terms and conditions of this Agreement. Vendor agrees that other HSPs, at their option, may separately contract with Vendor on the same terms and conditions as are in this Agreement. The liability of each HSP within the city of Toronto, including Reconnect, shall be several and not joint and, as such, no HSP shall be liable to Vendor for a breach by another HSP of its agreement with Vendor arising from the VOR.

ARTICLE 2 - PRODUCTS AND SERVICES

- 2.1 **The Services.** Vendor shall apply appropriate resources in a timely manner to provide all Services in accordance with the implementation schedule and service levels included in the applicable SOW, if any. The Services shall be performed in a timely, professional, diligent and competent manner by personnel appropriately trained and experienced in the performance of such Services in a manner compliant with applicable law. Any tangible results from such Services delivered to HSP shall be referred to as Products.

ARTICLE 3- FEES AND PAYMENT

- 3.1 **Fees.** In consideration for the Services, fees shall be paid as set forth in the applicable SOW (the "Fees"). Unless otherwise specified in an SOW, Fees shall be invoiced monthly, and will be payable within 45 days of the date of receipt of the invoice by HSP. Fees may be withheld in respect of Services which are not satisfactorily performed provided the reasons for such withholding are clearly set out in writing and the Parties to the SOW act in good faith to resolve any dispute respecting the withholding of such Fees. Undisputed fees on an invoice shall be paid by HSP.
- 3.2 **Taxes.** The party to the SOW shall pay to Vendor those Canadian taxes now in force that are applicable to this Agreement, including sales taxes, but not including taxes based on Vendor net income or for duties or for taxes for which HSP is exempt by law and for which HSP has furnished to Vendor a bona fide tax exemption certification prior to such tax becoming due. Vendor acknowledges and agrees that HSP shall withhold any applicable non-resident withholding taxes from any amount owing hereunder and remit such taxes to the applicable federal taxing authority without provision for gross-up, if Vendor is or becomes a non-resident of Canada or assigns the Agreement to a non-resident of Canada.

ARTICLE 4 - OWNERSHIP

- 4.1 **Ownership of Products.** Vendor hereby grants to the Party entering into the SOW, unencumbered ownership of the Products on an item-by-

item basis upon payment to Vendor of any undisputed Fees in accordance with the terms of this Agreement.

ARTICLE 5- PRIVACY AND CONFIDENTIALITY

- 5.1 **Confidential Information.** To the extent that either Party (the "Receiving Party") comes into possession of any proprietary or confidential information of the other Party (the "Disclosing Party") in connection with this Agreement (the "Confidential Information"), the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement. Receiving Party shall return to the Disclosing Party or delete all such Confidential Information upon request of Disclosing Party and shall keep no copies. No ownership rights in any Confidential Information or other data that Vendor may have access to by virtue of this Agreement shall accrue to Vendor.
- 5.2 **Privacy.** Vendor acknowledges that HSP is subject to privacy requirements and Vendor covenants to ensure that its acts or omissions shall not result in HSP being in violation of any applicable privacy requirements. HSP shall not intentionally provide any personal health information to Vendor, and if Vendor comes in contact with personal health information in connection with the provision of its Services, it shall provide prompt notice to HSP and promptly return shall materials to HSP and retain no copy.

ARTICLE 6 - LIABILITY AND INSURANCE

- 6.1 **Limitation of Liability.** Subject to the exceptions listed below, liability against either Party shall be excluded to the extent such damages, losses or expenses are not direct damages, for consequential, incidental, exemplary or punitive damages, losses or expenses including damages in the nature of loss of profits or loss of revenue. Subject to the exceptions listed below, damages shall be limited to the greater of (i) the value of the Services purchased by HSP in the previous twelve (12) months; and (ii) one hundred thousand dollars. No limitation on Vendor's liability shall apply to Vendor's: (i) breach of the confidentiality or privacy obligations in this Agreement.

ARTICLE 7- TERM AND TERMINATION

- 7.1 **Term.** This Agreement shall commence on the Effective Date and shall continue for a three (3) year period (the "Term"), unless terminated earlier in accordance with this Article 8. For clarity, SOWs in existence upon expiry shall continue until completion.
- 7.2 **Termination for Cause.** Either Party may terminate this Agreement for cause on written notice of a material breach of the other Party that cannot be corrected, and on thirty (30) days written notice where such breach is correctable but is not corrected within such thirty (30) day period. The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or any other

other right which the terminating Party may have arising out of either the termination or the event giving rise to termination.

7.3 **Termination for Convenience.** HSP may terminate any SOW on seven (7) days' prior written notice without cause and shall only be responsible to pay for Services performed to the date of termination.

7.4 **Audit.** Vendor shall provide HSP with access from time to time (and for a period of two (2) years following the termination of this Agreement) to all relevant Vendor records and facilities to determine whether Vendor is in compliance with this Agreement provided, that prior notice of such audit is given to Vendor and such audit shall be exercised so as not to unreasonably interfere with Vendor's business.

7.5 **Survival.** All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Warranty.

ARTICLE 8 - GENERAL

8.1 **Entire Agreement.** This Agreement, and any documents referenced in this Agreement (including all duly executed SOWs), constitute the complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings. This Agreement may only be amended by a document that references this Agreement and is signed by the Parties.

8.2 **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than any conflict of laws rules that would result in the choice of laws of another jurisdiction). The Parties hereby submit to the exclusive jurisdiction of the courts of Ontario in Toronto, Ontario.

8.3 **Paramountcy.** In the event of any conflict or inconsistency between the terms of this Agreement, any SOW, the RFP or the Proposal, such conflict or inconsistency shall be resolved according to the following

order of paramountcy: (a) the SOW; (b) this Agreement; (c) the Proposal; and (c) the RFP.

8.4 **Notices.** Any notice or other communication (a "Notice") required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if either delivered in person or sent by courier to the address listed above to the attention of [Title] for HSP and [Title] for Vendor and shall be effective upon receipt. Either Party hereto may change its address for notice by giving Notice to the other Party in accordance with the provisions of this Section.

8.5 **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement (except for the payment of money) for any other cause which is beyond the reasonable control of such Party, applying reasonable foresight and due diligence, provided: (i) immediate notice of the event is provided; (ii) a workaround strategy is promptly developed; and (iii) all commercially reasonable efforts are used to implement the work-around strategy and to otherwise resume the Services to the applicable standard. The application of this force majeure provision shall be limited to 30 days unless otherwise provided in the applicable SOW. A failure by a sub-contractor to perform shall not be an event of force majeure for a Party unless such sub-contractor is itself suffering from an event of force majeure and the provisos set forth above are complied with.

8.6 **General.** If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions herein shall not be affected or impaired thereby. Vendor may not assign any of its rights or obligations hereunder, without the prior written consent of HSP. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Unless stated otherwise, all amounts are in Canadian currency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with effect as of the Effective Date

HSP

Signature:

Printed Name:

Title:

Vendor: [NAME]

Signature:

Printed Name:

Title:
