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March 14, 2018

Dear Suppliers,

**RE: Request for Submission RFS 18-01 – Multifunction Copiers/Printers and Service
Closing: April 4th, 2018**

The Board of Health for the Windsor-Essex County Health Unit is inviting Submissions in connection with the above-noted RFS. The RFS is available at: <https://www.wechu.org/> – Under “About us → Work with Us → RFS.” Please note that in order to be considered, Suppliers must meet a number of requirements. These requirements are outlined in detail in the RFS (see especially RFS sections 6 and 7 and RFS Exhibit A – Price Quote and Submission Form).

We look forward to your Submission.

Sincerely,

Board of Health for the Windsor-Essex County Health Unit

Per: _____
Lorie Gregg, Director, Corporate Services



Solicitation: Request for Submission

RFS – 18-01 – Multifunction Copiers/Printers and Service
Issue Date: March 5, 2018

CONTENTS

Part	Title	Pg.	Part	Title	Pg.
1	Introduction	2	9	Supplier Selection	9
2	Interpretation and Content	3	10	Award of Contract	9
3	Communication	3	11	Health Unit Entitlements to Amend or Cancel RFS	10
4	Eligibility for Award	4	12	Supplier Amendment and Withdrawal	10
5	Disclosure	4	13	Retention and Return of Submission	10
6	Process	5	14	Assignment	11
7	Information on Making a Submission	6	15	Limitation of Health Unit's Liability	11
8	Submission Opening and Evaluation	7			
Schedules					
	RFS Schedule A – Interpretation				12
	RFS Schedule B – Work Requirements and Deliverables				14
	RFS Schedule C - Disclosure				23
Exhibits					
	RFS Exhibit A – Price Quote and Submission Form				24
	RFS Exhibit B – Contract Form				33
	RFS Exhibit C – Envelope Label				47

PART 1: INTRODUCTION

- 1.1 **Health Unit.** The Health Unit is a statutory, non-share capital corporation created under the Ontario *Health Protection and Promotion Act*. Its mission is to work with the community to promote, protect, and improve health and well-being for all and is responsible for delivery of mandatory programs as set out in the Ontario *Health Protection and Promotion Act*. More information about the Health Unit is available on the Health Unit Website.
- 1.2 **RFS Subject Matter.** This RFS is to purchase the Deliverables described in RFS Schedule B – Work Requirements and Deliverables.
- 1.3 **Number of Awards.** The number of Awards contemplated pursuant to this RFS is as described in RFS Exhibit A – Price Quote and Submission Form (see the “Notes” in part 2).
- 1.4 **Time Period.** Fulfillment of the Work Requirements and Deliverables is contemplated to commence by the date indicated in RFS section 6.2 and proceed according to strict scheduling requirements, with total completion by the date indicated in RFS section 6.2.

PART 2: INTERPRETATION AND CONTENT

- 2.1 **Interpretation.** Interpretation of this RFS and/or any other document made or delivered pursuant to this RFS, unless indicated otherwise or the context requires otherwise, shall be subject to the definitions and rules of interpretation set out in RFS Schedule A – Interpretation. Defined terms are indicated with capitalization.
- 2.2 **RFS Documents.** The following documents shall be incorporated into and form part of this RFS:
- (a) **Schedules.**
 - (i) **RFS Schedule A** – Interpretation.
 - (ii) **RFS Schedule B** – Work Requirements and Deliverables.
 - (iii) **RFS Schedule C** – Disclosure.
 - (b) **Exhibits.**
 - (i) **RFS Exhibit A** – Price Quote and Submission Form.
 - (ii) **RFS Exhibit B** – Contract Form.
 - (iii) **RFS Exhibit C** – Envelope Label.
 - (c) **Minutes.** Any minutes of meetings referred to in RFS subsection 3.1(b) that are posted on the Health Unit Website.
 - (d) **Questions and Clarification Requests and Related Responses.** Any questions or clarification requests and related responses referred to in RFS subsection 3.1(c) that are posted on the Health Unit Website.
 - (e) **Addenda.** Any addenda issued pursuant to this RFS as posted on the Health Unit Website.

IT SHALL BE THE SOLE RESPONSIBILITY OF SUPPLIERS TO MONITOR THE HEALTH UNIT WEBSITE UNTIL CLOSING FOR ANY POSTED ITEMS.

- 2.3 **Read Carefully.** Suppliers are encouraged to read this RFS thoroughly and follow instructions carefully. The potential consequences to Suppliers of not doing so are potentially significant, including disqualification.

PART 3: COMMUNICATION

- 3.1 **Information, Clarification and Questions.** Suppliers wishing clarification or that have questions with respect to this RFS, shall have the following opportunities:
- (a) **Health Unit Website.** The following shall be posted on the Health Unit Website under “About us → Work with Us → RFS”:
 - (i) RFS related documents, including any addenda.
 - (ii) Questions and clarification requests and the Health Unit related responses pursuant to RFS subsection 3.1(c).
 - (b) **Meetings.** There shall be meetings as indicated in RFS section 6.2. If a meeting is described as mandatory, failure to attend in accordance with the below requirements shall result in Supplier disqualification.
 - (i) No more than two representatives of each Supplier may attend the meeting.
 - (ii) Attendees must be present at the start of the meeting and be present throughout, until the close of the meeting.

- (iii) Attendees must participate in any meeting sign-in process administered by the Health Unit.
- (iv) Attendees must be part of the Supplier's intended work team, excepting work team members employed by a subcontractor. For greater clarity, proposed subcontractors are not permitted to attend meetings.
- (c) **Questions and Clarification Requests.** Suppliers may submit questions or clarification requests in writing by e-mail to the Health Unit contact indicated in RFS section 6.2, up until the deadline indicated in RFS section 6.2. Subject to RFS subsection 3.1(b), Suppliers shall not be entitled to a response from the Health Unit in respect of questions and clarification requests submitted in any other time frame or manner. The Health Unit shall make reasonable efforts to respond to questions and clarification requests made in accordance with this RFS but shall not otherwise be obligated to respond. When responding, the Health Unit may edit or re-phrase questions or clarification requests. Questions and clarification requests, as edited or rephrased, along with related responses shall be posted on the Health Unit Website - "About us → Work with Us → RFS."

- 3.2 **Reliance.** Suppliers are put on notice that they shall not be entitled to rely on answers, information or communications with respect to this RFS, unless posted on the Health Unit Website.
- 3.3 **Post-Closing Debriefing.** Suppliers wishing to be debriefed by the Health Unit with respect to their Submissions shall submit a request in that regard in writing by e-mail to the Health Unit contact as indicated in RFS section 6.2 by the deadline indicated in RFS section 6.2. The Health Unit shall make reasonable efforts to accommodate all debriefing requests for procurements valued at \$100,000 or greater, but shall not otherwise be obligated.
- 3.4 **Third Party Communications.** Suppliers shall not make any communications to any third parties about the Health Unit, this RFS and/or the Deliverables, whether or not such communications involve confidential information, without the prior written consent of the Health Unit. This provision shall not apply to subcontractors proposed by the Supplier as part of its Submission.

PART 4: ELIGIBILITY FOR AWARD

- 4.1 **Satisfy Eligibility Requirements in RFS Exhibit A – Price Quote and Submission Form.** In order to be eligible to make a Submission, Suppliers must meet the eligibility requirements indicated in RFS Exhibit A – Price Quote and Submission Form.
- 4.2 **Consequences of Not Meeting Eligibility Requirements.** Suppliers who do not meet the eligibility requirements outlined in RFS Exhibit A – Price Quote and Submission Form shall not be eligible to make a Submission or for an Award and their Submissions shall be disqualified.

PART 5: DISCLOSURE

- 5.1 **Material Information Relevant to Contract.** Subject to RFS sections 5.2 and 5.3, information that may be helpful in connection with this RFS as identified by the Health Unit is set out in RFS Schedule C - Disclosure.
- 5.2 **Supplier Responsible for Necessary Information.** The Health Unit shall not be responsible for any misunderstanding of the RFS on the part of Suppliers. It is the responsibility of Suppliers to seek out such information as necessary in making their Submissions or to obtain clarification of any matter Suppliers consider unclear, prior to making a Submission.

- 5.3 **Health Unit Not Responsible for RFS Errors.** Notwithstanding any other provision, the Health Unit shall not be liable for any error or omission in any part of this RFS. While the Health Unit has used reasonable efforts to ensure an accurate representation of information in this RFS, the information contained in this RFS is supplied solely as a guide to Suppliers. The Health Unit does not have expertise in the subject matter of this RFS and the information is not guaranteed or warranted to be accurate by the Health Unit, nor is it necessarily comprehensive or exhaustive. Nothing in this RFS is intended to relieve Suppliers from forming their own opinions and conclusions with respect to the subject matter of this RFS.
- 5.4 **Report RFS Errors.** If a Supplier discovers anything in this RFS that is materially misleading or incomplete, contains internal inconsistencies, does not align with legal requirements or any site conditions or may be interpreted by different suppliers in materially different ways, the Supplier should report the same to the Health Unit by way of the question and clarification process outlined in RFS subsection 3.1(c), notwithstanding that any deadline may have passed. Suppliers shall not be entitled to make any claim on account of any other Supplier failing to report to the Health Unit in accordance with this provision. Further, Suppliers should note RFS Exhibit B – Contract Form section 5.8 providing that Suppliers shall not be entitled to charge the Health Unit for additional amounts for changes to the Work Requirements and Deliverables, if the Supplier knew or ought to have known of the circumstances giving rise to the changes prior to Closing.

PART 6: PROCESS

- 6.1 **Competitive Process.** The issuance of this RFS by the Health Unit is part of a competitive process to secure the best value in connection with the subject matter.
- 6.2 **Sequencing.** Subject to amendment by the Health Unit, the sequencing for this RFS shall be as follows:

Item	Description	Date, Time and Details as Applicable
(a)	Issuance of RFS	Date: March 14 th , 2018
(b)	Mandatory Meeting	Date: March 21 st , 2018 Time: 10:00 a.m. Location: Windsor-Essex County Health Unit 1005 Ouellette Avenue - Room 4A Windsor, ON N9A 4J8
(c)	Deadline for Supplier Written Questions and Clarification Requests	Date: March 26 th , 2018 Time: up to and including 10:00 a.m. Health Unit Contact: Fernando Bayuga Jr. – fbayuga@wechu.org
(d)	Health Unit Website posting of Responses to Supplier Written Questions and Clarification Requests	Date: by March 27 th , 2018
(e)	Deadline for Submission Amendment or Withdrawal	Date: April 4 th Time: up to and including 9:59 a.m.
(f)	Deadline for Submissions (“Closing”)	Date: April 4 th Time: up to and including 10:00 a.m. Location: Windsor-Essex County Health Unit 1005 Ouellette Avenue

		Windsor, Ontario
(g)	Submission Opening (see RFS part 8)	Date: Post Closing Note: Submission opening is private
(h)	Submission Evaluation (see RFS part 8)	Date: April 5 th – April 13 th
(i)	Award	Date: by April 16 th
(j)	Supplier fulfills conditions as per RFS Exhibit B –Contract Form section 4.1, including work readiness specifications as outlined in the RFS Schedule B – Work Requirements and Deliverables	Date: Within seven (7) days of Award date
(k)	Identification and Announcement of Successful Supplier on the Health Unit Website	Date: Post Award
(l)	Issuance of a Purchase Order by the Health Unit to the successful Supplier	Date: Post Supplier completing of conditions as per RFS Schedule B – Work Requirements and Deliverables
(m)	Supplier Commences Work Beyond Work Readiness Specifications	Date: May 21 st
(n)	Supplier Debriefing	Date and time: during the period sixty (60) days post Award, at a specific date and time mutually agreeable to the Health Unit and the Supplier Health Unit Contact: Fernando Bayuga Jr. – fbayuga@wechu.org
(o)	End of Irrevocable Period	Date: One hundred and eighty (180) days from Closing
(p)	Total Completion of all Work Requirements and Deliverables	Date: by May 31 st , 2018

PART 7: INFORMATION ON MAKING A SUBMISSION

- 7.1 **Closing.** “Closing” for Submissions shall be as indicated in RFS section 6.2. Submissions received after the Closing shall be disqualified.
- 7.2 **Submission Packaging.** Submissions should be enclosed in a sealed envelope and the envelope should be labeled with the label set out in RFS Exhibit C – Envelope Label.
- 7.3 **Submission Location.** Submissions should be submitted by delivery (in person, by mail, or via courier) to the location indicated in RFS section 6.2. The Health Unit will not assume responsibility for Submissions directed to any other location.
- 7.4 **Mandatory Submission Content.** The following items must be enclosed in the sealed envelope referred to in RFS section 7.2:
- (a) **Price Quote and Submission Form.** Completed and signed RFS Exhibit A - Price Quote and Submission Form.

(b) **Contract.** Completed RFS Exhibit B – Contract Form. The legal name of the Supplier must be filled in on the first and signature pages of the Contract where indicated and the Supplier must sign on the signature page. The Contract should be completed in duplicate and all pages should be included.

7.5 **Irrevocable Period.** Subject to RFS section 13.1, Submissions shall be valid and irrevocable for the period indicated in RFS section 6.2. For greater clarity, Submissions shall be valid and irrevocable for this period, even in the event of an Award. In this way, if the Health Unit makes an Award and then terminates a Contract within the irrevocable period, the Health Unit shall have the option, but shall not be obligated, to make a subsequent Award to another Supplier who has made a Submission.

7.6 **Alternative Submissions.** Suppliers may make alternative Submissions. In the event of doing so, Suppliers should set out alternatives in completely separate Submissions and should not attempt to outline different alternatives within a single Submission.

7.7 **Submission Costs.** All risk of loss and/or costs associated or incurred with the preparation and submission of the Supplier's Submission shall be borne by the Supplier.

PART 8: SUBMISSION OPENING AND EVALUATION

8.1 **Submission Evaluation Team.** Opening and evaluation of Submissions shall be conducted in private and not in public by a Submission Evaluation Team appointed by the Health Unit.

8.2 **Submission Evaluation Team Members.** In the event a member of the Submission Evaluation Team is for whatever reason unable to complete her or his evaluation of Submissions, then the Health Unit shall, in its sole discretion, be entitled to appoint a replacement for that individual or authorize the remainder of the team members to complete the evaluation in the absence of such individual.

8.3 **Seeking Expertise.** The Submission Evaluation Team shall be entitled to seek out expertise from such persons it deems advisable and apply such expertise as it deems necessary in the evaluation of any item or aspect of any Submission.

8.4 **Steps.** There shall be the following steps in Submission evaluation:

(a) **Step 1: Disqualification of Submissions that Do Not Include Mandatory Submission Content.** The Submission shall be reviewed for the below listed items as follows:

(i) **Price Quote and Submission Form.** The Price Quote and Submission Form shall be reviewed to see if it has been included and to check if it has been signed and dated and is unamended other than as contemplated by the Price Quote and Submission Form. If the Price Quote and Submission Form has not been included or has been amended other than as contemplated by it or has not been signed or dated, then the Submission shall be disqualified. Further, the Price Quote shall be reviewed to see if there are legible amounts indicated in the Price Quote for those amounts that are necessary to compare Supplier Price Quotes and that there are no qualifications or conditions to the Price Quote, other than as contemplated by the Price Quote and Submission Form. If there are one or more illegible amounts in the Price Quote for those amounts that are necessary to compare Supplier Price Quotes or there are qualifications or conditions other than as contemplated by the Price Quote and Submission Form, the Submission shall be disqualified. If there are other amounts that

are illegible or missing and/or if there are typos or minor errors, then the Submission will not be disqualified but the Health Unit may, at its option, require completion or correction by the Supplier.

(ii) **Contract.** The Contract shall be reviewed to see that it has been included and: the Supplier's name has been filled in on the first and signature pages; that the Contract has been signed by the Supplier; and the Contract is otherwise unamended. If the Contract has not been included; if the Supplier's name has not been filled in on the Contract on the first and signature pages; if the Contract is not signed; or if the provisions of the Contract have been otherwise amended, then the Submission shall be disqualified. If there is no duplicate copy of the Contract or if the Contract is missing pages apart from the first and signature pages, the Submission will not be disqualified but the Health Unit may, at its option, require the Supplier to sign another copy or submit the missing pages if an Award is made to the Supplier. Further, if there is a typo or minor error in the Supplier name such as with the legal ending; for example, by writing "Ltd." when the correct legal name is "Inc.", the Submission will not be disqualified but the Health Unit may, at its option, require correction.

(b) **Step 2: Disqualification of Ineligible Suppliers.** The Submission shall be reviewed to assess whether the Supplier meets the eligibility requirements indicated in RFS Exhibit A – Price Quote and Submission Form. Submissions made by Suppliers who do not meet such eligibility requirements shall be disqualified.

(c) **Step 3: Review Weighted Criteria.** The weighted criteria shall be reviewed. Weights are used to assign a relative importance to each of the weighted criteria. These weights reflect the degree of importance of the criteria. Accordingly, Suppliers should consider the following weighting when making a submission:

(i) **Price Quote.** The Price Quote of each Supplier shall be Reviewed and compared as contemplated by the Price Quote and Submission Form (see "Notes" in part 2 of the Price Quote and Submission Form). Note: If a Submission entails the Health Unit incurring direct or indirect costs, over and above the Price Quote, the Health Unit may consider such costs and shall not be solely restricted to considering the Supplier's Price Quote. **40%**

(ii) **Performance Capacity.** The performance capacity of each Supplier shall be reviewed and compared and then rated on a relative basis. **40%**

(iii) **Value Added.** The value added criteria offered by each Supplier shall be reviewed and compared and then rated on a relative basis. In the event the Price Quote includes a quote for additional work, the hourly rate for such additional work will be considered as part of the value added element. **20%**

100%

(d) **Step 4 (Optional): Interview.** If after step 3, the two highest ranked Submissions are within ten per cent of one another, the Health Unit may (but shall not be obligated to) conduct

interviews with the Suppliers who made such Submissions and then select from between them based on the interview alone.

- 8.5 **Verification (Optional).** The Health Unit may, but shall not be obligated to, verify any information included with any Submission. Suppliers shall cooperate in all reasonable verification efforts. Without limiting the generality of the foregoing, the Supplier authorizes all persons including, but not limited to, bankers, bonding companies and purchasers of services or goods from the Supplier to respond to any verbal and/or written inquiries that the Health Unit may make pertaining to the Supplier. Further, without limiting the generality of the foregoing, the Supplier authorizes all such persons to provide details about the Supplier, including without limitation the quality of the Supplier's work and past experience working with the Supplier, and the Supplier releases such persons from any claims in connection therewith. The Health Unit shall be entitled to disqualify any statement or claim if, in the sole judgment of the Health Unit, the statement or claim is unwarranted or questionable.

PART 9: SUPPLIER SELECTION

- 9.1 **Privilege.** Notwithstanding any other provision of this RFS or any practice or custom, the Health Unit shall be entitled to: accept any Submission in whole or in part; disqualify any or all Submissions in whole or in part; and accept any Submission in whole or in part which does not have the lowest Price Quote.
- 9.2 **Non-Compliant Submissions.** Notwithstanding any other provision of this RFS or any practice or custom, if a Submission contains defects, qualifications, conditions or fails in some way to comply with the requirements of this RFS or if the Submission was not made in accordance with the process requirements for making Submissions, which in the sole discretion of the Health Unit are not material, the Health Unit may waive the same and accept the Submission.
- 9.3 **Tie Submissions.** In the event of tie Submissions, the earliest Submission shall prevail.
- 9.4 **Negotiation.** Submission(s) selected may be subject to further negotiations at the discretion of the Health Unit. As part of the negotiations, the Health Unit shall be entitled to amend the attached RFS Schedule B - Work Requirements and Deliverables or permit the Supplier to amend its Submission without offering all Suppliers the same opportunities. If the Health Unit for any reason cannot negotiate in its opinion a satisfactory agreement with a Supplier, the Health Unit may terminate negotiations and may either terminate the RFS or proceed to negotiate with another Supplier. This process may at the Health Unit's discretion continue until in the opinion of the Health Unit a satisfactory agreement has been reached, the Health Unit has terminated the RFS, or all Suppliers have been disqualified.
- 9.5 **Disqualification Costs.** The disqualification or failure to disqualify any or all Suppliers and/or Submissions shall not render the Health Unit liable for any costs or damages.

PART 10: AWARD OF CONTRACT

- 10.1 **Contract.** The Contract submitted pursuant to RFS section 7.4 will come into force in the event that an Award is made to the Supplier, providing however that the Health Unit does not require any amendments to the Contract. In the event, however, that the Health Unit in its sole discretion requires amendments to the Contract, the Health Unit will provide written notice of the same to the Supplier and enclose with that notice an amended Contract. In such instances, the Supplier shall have seven (7) days from the date of the notice to execute and return to the Health Unit the amended Contract. **NOTE: IT WILL NOT BE OPEN FOR A SUPPLIER TO NEGOTIATE NEW**

TERMS TO THE CONTRACT IN THE EVENT AN AWARD IS MADE TO THE SUPPLIER. SUPPLIERS THAT HAVE QUESTIONS OR CONCERNS WITH RESPECT TO ANY OF THE TERMS OF THE CONTRACT SHOULD RAISE THOSE QUESTIONS AND/OR CONCERNS IN ACCORDANCE WITH RFS PART 3 PRIOR TO MAKING A SUBMISSION.

- 10.2 **Failure to Perform.** In the event a Supplier who is awarded a Contract fails to fulfill the conditions of the Contract or otherwise refuses to enter into or commence performance by the time required or otherwise defaults on any of its obligations under the Contract, the Health Unit reserves the right, in its sole discretion, to make an Award to another Supplier(s); not to accept any other Submission; to cancel the RFS; or to issue a new RFS and/or direct Contract. In any event, the Health Unit reserves the right to hold the defaulting Supplier liable for all losses, damages, or costs suffered or incurred by the Health Unit as a direct or indirect result of the Supplier's default including, but not limited to, any increase in the price over the Price Quote submitted by the defaulting Supplier. Suppliers are put on notice that a failure to fulfill the conditions of the Contract or refusal to enter into or commence performance by the time required or default on any other obligation under the Contract could result in a significant claim for damages.

PART 11: HEALTH UNIT ENTITLEMENTS TO AMEND OR CANCEL RFS

- 11.1 **Amendments.** The Health Unit shall be entitled, at any time and from time to time, to alter any dates in this RFS or to otherwise amend or supplement this RFS by issuing an addendum.
- 11.2 **Cancellation.** The Health Unit shall, in its sole discretion, be entitled to cancel this RFS at any time before an Award. Circumstances in which this RFS may be cancelled by the Health Unit include:
- (a) Purchasing is no longer needed.
 - (b) Authorized funding or budget exceeded.
 - (c) Less than three qualified Submissions.
 - (d) The RFS process has, in the opinion of the Health Unit, been compromised.
 - (e) The Health Unit determines that it has made an error in the RFS or determines that changes would be appropriate and/or desirable.

In the event the Health Unit cancels this RFS, the Health Unit shall be entitled to issue a new RFS or initiate a new purchasing process with the same or similar Work Requirements and Deliverables and with the same and/or different Suppliers.

PART 12: SUPPLIER AMENDMENT AND WITHDRAWAL

- 12.1 **Supplier Amendment and Withdrawal.** A Supplier may amend or withdraw a Submission that has already been submitted to the Health Unit in writing at any time prior to the deadline indicated in RFS section 6.2. Suppliers shall not otherwise be permitted to withdraw or amend a Submission. The date and time of any Supplier amendment shall be deemed to be the date and time of the Submission.

PART 13: RETENTION AND RETURN OF SUBMISSION

- 13.1 **Collection, Use and Disclosure.** For the purposes contemplated by this RFS the Supplier consents to the collection, use and disclosure by the Health Unit of all information included in its Submission. To the extent such information constitutes personal information; the Supplier shall obtain the requisite consents from relevant individuals.

- 13.2 **Privacy and Access to Information Laws.** The Supplier acknowledges that the collection, use and disclosure of Submission information are subject to applicable privacy and access to information legislation, including MFIPPA.
- 13.3 **Property of the Health Unit.** Once the deadline for Submission amendment or withdrawal indicated in RFS section 6.2 has passed, the Supplier's Price Quote and Submission Form, the signed Contract copies and any other documentation submitted by the Supplier shall become the property of the Health Unit and shall not be returned to the Supplier.

PART 14: ASSIGNMENT

- 14.1 **Assignment Requiring the Health Unit Consent.** The Supplier shall not assign, transfer, or pledge, directly or indirectly, any entitlement or right under this RFS without the prior written consent of the Health Unit. Such consent of the Health Unit may be withheld by the Health Unit in the Health Unit's sole discretion, or granted subject to such terms and conditions as the Health Unit may in its discretion require. Any amalgamation or change in control of the Supplier shall be deemed to be an assignment.

PART 15: LIMITATION OF HEALTH UNIT'S LIABILITY

- 15.1 The liability of the Health Unit and those for whom the Health Unit is responsible to any Supplier for any claims arising out of this RFS including:
- (a) claims arising from negligence or other tortious conduct by the Health Unit or those for whom the Health Unit is responsible; and/or
 - (b) claims arising from the Health Unit's breach of its obligations pursuant to this RFS or other obligations that may arise as a result of the Supplier participating in this RFS and/or making a Submission,
- shall be limited as specifically provided in this RFS and otherwise to the Supplier's reasonable demonstrated costs of preparing its Submission.

RFS SCHEDULE A - INTERPRETATION

PART 1: DEFINITIONS

- 1.1 **“Award”** means when a Submission is formally accepted by the Health Unit.
- 1.2 **“Closing”** has the meaning indicated in RFS sections 6.2 and 7.1.
- 1.3 **“Conflict of Interest”** includes situations or circumstances that could give a Supplier an unfair advantage in connection with this RFS, or compromise the ability of a Supplier to perform its obligations under the Contract in the event of an Award. Examples include: access to confidential information providing an unfair advantage; lobbying of the Health Unit; personal relationships between key personnel of the Supplier and Health Unit personnel; pending or current litigation between the Supplier and the Health Unit; or outstanding or unpaid obligations owed by one party to the other.
- 1.4 **“Contract”** means the form of Contract attached as RFS Exhibit B.
- 1.5 **“Deliverables”** means the goods, service and/or construction being purchased.
- 1.6 **“Goods”** means the goods to be supplied as outlined in RFS Schedule B – Work Requirements and Deliverables.
- 1.7 **“Health Unit”** means, Board of Health for the Windsor-Essex County Health Unit.
- 1.8 **“Health Unit Website”** means www.wechu.org. RFS location is located under – “About us → Work with Us → RFS.”
- 1.9 **“MFIPPA”** means the Ontario *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.m.56.
- 1.10 **“Price Quote”** means the amount filled in by the Supplier in the price quote part of the Price Quote and Submission Form (RFS Exhibit A), which is to be used in comparing Supplier Submissions.
- 1.11 **“Purchase Order”** means the standard Health Unit document issued by the Health Unit to internally formalize a purchasing transaction with a Supplier.
- 1.12 **“RFS”** means this request for submission.
- 1.13 **“Subcontracting Arrangement”** means any arrangement whereby the Supplier intends to involve a third person in performance and completion of the Work Requirements and Deliverables.
- 1.14 **“Submission Evaluation Team”** means the Health Unit Submission evaluation team.
- 1.15 **“Submission”** means a Supplier response to this RFS as contemplated by RFS part 7.
- 1.16 **“Substantial Performance”** has the same meaning given in the Ontario *Construction Lien Act* R.S.O. 1990, c. C.30.

- 1.17 **“Supplier”** means a person that responds or intends to respond to this RFS or provides goods, services and/or construction to the Health Unit. In situations involving joint Submissions, both parties to the joint Submission shall constitute the ‘Supplier’ on a joint and several basis.
- 1.18 **“Work”** or **“Work Requirements and Deliverables”** means everything that the Supplier is required to perform and complete pursuant to RFS Schedule B - Work Requirements and Deliverables, in order to carry out the terms and conditions of the Contract.

PART 2: RULES OF INTERPRETATION

- 2.1 **Defined Terms.** Defined terms are indicated with capitalization.
- 2.2 **Number.** Unless the context requires otherwise, words importing the singular include the plural and vice versa.
- 2.3 **Gender.** Unless the context requires otherwise, words importing gender include all genders.
- 2.4 **Include, Etc.** Whenever the words “include”, “includes” or “including” (or similar terms) are used they are deemed to be followed by the words “without limitation”.
- 2.5 **Time.** Any reference to a time shall be Windsor, Ontario time as recorded by the Health Unit.
- 2.6 **Denotations.** The words "may" "could" or "should" denote the permissive. The words "must" "shall" or "will" denote the imperative.
- 2.7 **Statute References.** Any reference to any statute or any section thereof shall include related regulations and unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, re-stated or re-enacted from time to time or any successor legislation. Note: legislation, including federal and Ontario provincial legislation, is available on the internet at CanLII (www.canlii.org).
- 2.8 **Joint Submissions.** The obligations of person’s party to a joint Submission under this RFS and the Contract if awarded the same shall be joint and several.
- 2.9 **Governing Law.** This RFS shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

RFS SCHEDULE B- WORK REQUIREMENTS AND DELIVERABLES

CONTENTS

- | | |
|---|-------------------------------------|
| 1. Scope of Work | 8. Delivery Location Specifications |
| 2. Work Readiness Specifications | 9. Unpacking Specifications |
| 3. Goods Specifications | 10. Installation Specifications |
| 4. Work Commencement and Progress Specification | 11. Testing Specifications |
| 5. Personnel Specifications | 12. Service Specifications |
| 6. Time Specifications | 13. Documentation Specifications |
| 7. Packaging Specifications | 14. Warranty Specifications |

PART 1: SCOPE OF WORK

- 1.1 The Work in this RFS involves the delivery, installation and servicing of new multifunction copiers / printers at the Health Unit's three locations: 1005 Ouellette Avenue, Windsor, Ontario; 360 Fairview Avenue, Essex, Ontario; 33 Princess Street, Leamington, Ontario. The Work is further detailed in the specifications set out in this RFS Schedule B – Work Requirements and Deliverables.
- 1.2 Suppliers are not limited to a specific Equipment solution. The Health Unit will consider options presented by Suppliers to consolidate copiers and /or printers. One to one replacement of copiers/printers is not a requirement. Suppliers wishing to make alternative Submissions should, as per RFS section 7.6, set out the alternative in completely separate Submissions.

PART 2: WORK READINESS SPECIFICATIONS

- 2.1 **Work Readiness.** Immediately upon Award, the Supplier shall ready itself to meet the Contract Requirements. In this regard the Supplier shall:
- (a) **WSIB Clearance Certificate.** Deliver to the Health Unit a Workplace Safety and Insurance Board clearance certificate, or evidence that not applicable.
 - (b) **Proof of Insurance.** Deliver to the Health Unit a certificate of insurance providing full details of the Supplier's insurance coverage in accordance with the requirements set out in Contract Schedule B.
 - (c) **Other Steps.** Take such other steps and do such other things as are necessary to be ready to meet the Contract requirements.
 - (d) **Detailed Schedule.** Provide the Health Unit with a schedule indicating the timing of the various activities and providing sufficient detail of critical events and their inter-relationships to demonstrate that the Work will be performed within required time frames (see RFS section 6.2) and other requirements of the Contract.
 - (e) **Meeting.** Upon fulfilment of the above items, arrange for the following meetings:
 - i. An immediate face to face meeting between the Supplier and the Health Unit, the purpose of which meeting shall be to review the Supplier's schedule and refine the details.
 - (f) **Other Steps.** Take such other steps and do such other things as are necessary to be ready to meet the Contract requirements.

PART 3: GOODS SPECIFICATIONS

- 3.1 **Goods.** The goods (the “Goods”) to be supplied by the Supplier to the Health Unit shall be as follows:
- 3.2 **New Etc.** Except as explicitly otherwise provided, all Goods supplied, shall be:
- (a) new;
 - (b) compliant with relevant or applicable standards;
 - (c) proven; and
 - (d) installed, used or applied, as applicable, in accordance with manufacturer recommendations.
- 3.3 **Specification Sheets.** The Supplier shall provide specification sheets listing all accessories, features, functions and technical requirements for each Good supplied at the time of delivery.
- 3.4 **Manuals.** The Supplier shall provide all manufacturer manuals, including instruction, operating and maintenance manuals as pertain to the Goods. All manuals shall be in English.
- 3.5 **Minimum requirements for Printers/Copiers include, but not limited to, the following:**
- (a) Single pass duplex scanning.
 - (b) Capable of multi-page scanning and faxing.
 - (c) Network interface connection speeds capable of 1000 Base-TX, 10/100 Base-TX.
 - (d) Capable of producing double-sided prints/copies in colour and black and white.
 - (e) Possess an automated document feeder, with a minimum capacity of 100 sheets of 20 lb. bond paper.
 - (f) Have the following paper capacity, using standard 20 lb. paper: 8½ x 11 paper supply - minimum of 500 sheets. 8 ½ x 14 paper supply - minimum of 500 sheets.
 - (g) Have a minimum of four trays. Also, a manual by-pass tray with a minimum capacity of 100 sheets capable of 11 x 17 paper supply.
 - (h) Scan to PDF (Searchable/OCR)
 - (i) Capable of holding print jobs and releasing only when users authenticate.
 - (j) Scan to a network share or e-mail address from console (Searchable/OCR).
 - (k) Capable of producing print tracking reports and logs based on users, groups, and departments.
 - (l) Ability to authenticate users via Active Directory.
 - (m) Ability to send notifications (via e-mail or SNMP) about low resources, or any alarms related to printer performance.
 - (n) Ability to forward faxes over a network connection to another copier/printer that has faxing capability (attached to fax line).

- (o) Ability to report and to log all fax activity (date/time, destination, transmission errors, and volume).
- (p) Ability to encrypt and store documents saved on the hard drive. (define encryption level)
- (q) All Equipment which is to be operated from electrical outlets shall be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery to the bench test site, by an agency accredited by the Standards Council of Canada and shall bear all required seals or other designations as part of such approvals.
- (r) All Equipment must be certified by the OEM as complying with Class A or Class B limits for radio noise emissions from digital apparatus set out in the Industry Canada Interference Causing Equipment Standard (ICES-003) definition or US FCC Class A or Class B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations.
- (s) The Original Equipment Manufacturer or Supplier is registered under ISO 9001:2000 from a nationally accredited registrar for the manufacturing facility where the specific Equipment being offered as part of this Agreement is manufactured.
- (t) Capable of "Follow-me Printing". Specifically, this is the ability for a user to send a print job to the print queue and release it to any printer using a passcode or a security card.

3.6 **Value Added Specifications.** The following specifications are not required but are considered as value added specifications by the Health Unit.

- (a) Capable of personalizing or customizing the User Interface for each user based on a user's profile.
- (b) Capable of setting user limits for prints (black and white or colour), and send e-mail warnings at defined thresholds.
- (c) Capable of storing print jobs or templates (letterhead).
- (d) Able to print via e-mail. This feature would allow a user to send a print job to a specified e-mail address (i.e. printer1@work.com) and the printer would queue the job and print once it is released via secure print.
- (e) Capable of assigning print job costs to different cost centres.

3.7 **Additional equipment.** The Supplier shall the Health Unit to add additional equipment as needed on the same terms and conditions of this contract.

PART 4: WORK COMMENCEMENT AND PROGRESS SPECIFICATIONS

- 4.1 **Commencement.** Upon completion of the work readiness requirements outlined above the Supplier shall commence work.
- 4.2 **Continuous.** The Supplier shall undertake the Work Requirements continuously until fully completed by the date indicated in RFS section 6.2 and otherwise in accordance with the schedule required to be submitted as part of its work readiness requirements outlined above.

- 4.3 **Days and Hours.** Any work undertaken on site of Health Unit premises shall be carried out between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday only, excepting statutory holidays. Exceptions to such on-site work, including on weekends or extended hours, may be granted upon request and approval by the Health Unit.
- 4.4 **Progress Communications.** The Supplier shall undertake progress communications subject to and in accordance with the following:
- (a) The Supplier shall provide the Health Unit with a status report on the Work Requirements every two weeks for the duration of the Contract. In the event that the schedule is delayed for any reason, the Supplier shall provide more frequent status reports as may be determined reasonably necessary by the Health Unit.
 - (b) Meetings and telephone discussions between the Health Unit and the Supplier to discuss progress, concerns and other issues from time to time as required by the Health Unit.

PART 5: PERSONNEL SPECIFICATIONS

- 5.1 **Supplier to Supply Necessary Labour.** Except as otherwise explicitly provided, the Supplier shall provide all labour required to perform the Work.
- 5.2 **Personnel to be Qualified.** The Supplier shall ensure that all personnel involved in the performance of Work have a minimum of five (5) years' experience with assigned work activities, hold any required licenses, certifications or other credentials and are duly qualified, competent and fully functional at all times to undertake the same.
- 5.3 **Special Requirements Relating to Personnel Entering Health Unit Premises.** The Supplier shall ensure that any and all personnel entering onto the premises (interior or exterior) of the Health Unit shall:
- (a) **Listed.** Be included on a list, indicating name and job function, which list shall be provided by the Supplier to the Health Unit in advance of any entrance onto premises (interior or exterior) of the Health Unit. With any changes to such personnel, the list shall be refreshed and provided again to the Health Unit, in advance.
 - (b) **Identification.** Have identification visibly displayed on their person that has been issued by the Supplier, verifying at a minimum: the name of the Supplier; the name and photograph of such personnel; job function and the date of issuance of the identification document.
 - (c) **Criminal Record Check.** To the best of the Supplier's knowledge after due inquiry, not have a criminal record.
 - (d) **Comply with Site Rules.** Comply with all site rules, including no smoking on the premises or within a nine-meter radius from any entryway or other reasonable direction from the Health Unit.
 - (e) **Professionalism.** Conduct themselves with professionalism and as part of that, be respectful of Health Unit personnel.
- 5.4 **Privacy Consents.** The Supplier shall obtain consent from all relevant individuals for all collection, use and disclosure of their personal information as contemplated by RFS Exhibit B – Contract Form.

PART 6: TIMING SPECIFICATIONS

- 6.1 **Delivery Timing Parameters.** Delivery of Deliverables shall be no earlier than May 7th and no later than May 21st. All deliveries must be made between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday only, excepting statutory holidays.

- 6.2 **Advance Confirmation.** The Supplier shall confirm the dates and specific times of all deliveries with the Health Unit at least twenty-four (24) hours prior to delivery.
- 6.3 **Notice of Delay.** The Supplier shall immediately advise the Health Unit if for any reason whatsoever the Supplier anticipates that a delivery will be delayed.

PART 7: PACKAGING SPECIFICATIONS

- 7.1 **Packaging.** Goods shall be arranged, packaged and handled in accordance with manufacturers recommendations.
- 7.2 **Labelling.** Outer packaging of the Goods shall be labelled with: the Health Unit's name and address; a description of the content and quantity and the weight of the package.
- 7.3 **Packing Lists.** A packing list shall be included.

PART 8: DELIVERY LOCATION SPECIFICATIONS

- 8.1 **Location.** Delivery of Goods shall be to the following location(s):
- (a) Windsor Office – 1005 Ouellette Avenue, Windsor, ON
 - (b) Essex Office – 360 Fairview Avenue West, Essex, ON
 - (c) Leamington Office – 33 Princess Street, Leamington, ON
- 8.2 **Unloading.** Deliveries shall be unloaded by the Supplier to an interior space at the delivery location as directed by the Health Unit.
- 8.3 **Delivery Date.** Delivery shall be no later than May 18th, 2018 @ 10 a.m.
- 8.4 **Notice.** The Supplier shall advise the Health Unit seven (7) days in advance of the scheduled delivery date, if the delivery requirements will not be met.
- 8.5 The supplier shall pre-arrange the dates and times of all deliveries with Fernando Bayuga Jr. at least twenty-four (24) hours prior to delivery.

PART 9: UNPACKING SPECIFICATIONS

- 9.1 **Removal and Disposal of Packaging.** The Supplier shall unpack the Goods and remove all shipping materials and packaging from the delivery locations.
- 9.2 **Shipping Materials.** Supplier shall remove all shipping materials and packaging from the delivery locations.
- 9.3 **Volume.** Equipment shall be configured such that it can appropriately manage historical volumes plus 15%.
- 9.4 **Testing Equipment.** The Supplier shall be responsible for the correct functioning of the Equipment at the installation locations. Correction of any discrepancies/problems found during the Equipment setup and testing at Health Unit's site will be the responsibility of the Supplier and will be made prior to acceptance by Health Unit.

PART 10: INSTALLATION SPECIFICATIONS

- 10.1 **Electrical Preparation.** The Health Unit will contract with a separate supplier to install electrical and/or data. However, the Supplier shall provide all specifications for the hard wiring at least fourteen (14) days in advance of delivery of the Equipment. Including the necessity for special electrical receptacles, dedicated lines, etc. Each device shall meet the Manufacturer's recommendations for electrical surge protection.

PART 11: TESTING SPECIFICATIONS

- 11.1 **Testing.** Testing shall occur within ten (10) days of installation at time(s) which are mutually convenient to the Supplier and Health Unit. The Supplier shall make available a representative knowledgeable in the Equipment being tested for consultation during testing.
- 11.2 **Acceptance Testing.** The Health Unit's technical staff will perform testing that may consist of, but not be limited to, a standard technical and functional acceptance test to determine whether Equipment:
- (a) Meets the minimum technical specifications set out in the Minimum Equipment Specification and Features in the RFP.
 - (b) Is compatible with Health Unit's existing Equipment and other proposed Equipment in a forward environment.
 - (c) Is compatible with the software used by the Health Unit (Office Suite(s), applications and management tools).
 - (d) Is compatible with the Health Unit's technology environment.

PART 12 SERVICE SPECIFICATIONS

- 12.1 **Training Staff.** Initial training shall be conducted within seven (7) days after completing the installation/configuration of the Equipment or within seven (7) days of any substitution including:
- (a) Key operator training which shall include an initial training session on how to use the functions of the newly installed Equipment for print imaging (print, copy, fax and scan as applicable); and how to replace the toner and remediate problems (e.g. basic trouble shooting).
 - (b) End user training which shall include an initial training session on how to use the functions of the newly installed Equipment for print imaging (print, copy, fax and scan as applicable).
 - (c) Specialized information technology (IT) staff training including the Health Unit IT staff training, administrator training, for troubleshooting and other technical support training. This training may be provided on-site or off-site but locally, as agreed to by the Health Unit's IT staff.
- 12.2 **Training Key Operators.** For both key operators and end users the Supplier shall conduct further training sessions, to be arranged directly by the Supplier with Health Unit including:
- (a) Perform training on-site at the Health Unit installation locations.
 - (b) Address the use of Material Safety Data Sheets in accordance with the Workplace Hazardous Material Information System (WHMIS) as defined under the *Occupational Health and Safety Act* (Ontario), Workplace Hazardous Materials Information System (WHMIS) Regulation for Equipment, where applicable; and Provide training documentation - e.g. User guides or tip sheets that include the Uniform Resource Locator (URL) for the dedicated website for the Supplier of Record Arrangement resulting from this RFS to each participant.

- 12.3 **Preventative and Remedial Maintenance.** The Supplier shall undertake such preventative and remedial maintenance as is necessary to achieve the minimum performance requirements described below including all service and parts.
- 12.4 **Maintenance Schedule.** At a minimum the Supplier shall on a quarterly basis undertake a complete review and carry out manufacturer recommended preventative maintenance on each piece of Equipment.
- 12.5 **Performance.** The Equipment shall be available for Health Unit's use at least 95% of the business hours over every one (1) month and further that the number of incidents of the Equipment not being available for Health Unit's use shall not exceed three (3) over the month. Any piece of Equipment that fails to meet these performance specifications shall be replaced with a new item of Equipment that meets or exceeds specifications.
- 12.6 **Replacement.** If an item of Equipment does not perform to manufacturer's specifications, the Supplier shall replace the unit(s) with a new item of Equipment that meets or exceeds the specifications.
- 12.7 **Support.** Supplier shall provide a telephone support number for placing service calls, which shall be available Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays.
- 12.8 **Response.** Supplier shall provide for maximums of 60-minute call-back, 8-Hour on-site response; end of next Business Day repair; between 8:00 a.m. – 5:00 p.m., Monday - Friday. This includes all parts and labour for complete equipment configuration including all components.
- 12.9 **Billing.** Supplier shall provide Health Unit with a contact person with whom it can communicate with, regarding all billing issues via telephone and email.
- 12.10 **Supplies.** Supplier shall supply as necessary all related supplies including toner, drum, developer, fuser, waste bottles, specialized cleaning kits etc...with the exception of paper and staples.
- 12.11 **Reporting.** Supplier shall be able to produce documentation to verify copier location, uptime, model and serial number, internal GL coding, meter reading with average monthly volume, number of service calls, average response time, quarterly billing summaries, for any and all Equipment when requested.
- 12.12 **Equipment return.** Upon expiration or other termination of the rental arrangement, Supplier shall take possession of the Equipment that is subject to the rental arrangement, during the Health Unit's regular business hours at a time convenient to the Health Unit.
- 12.13 **Security and Privacy.** Upon taking possession of the Equipment the Supplier shall wipe clean all Equipment hard drives or other data storage devices.
- 12.14 **Equipment Moves.** Supplier shall provide one fixed rate for equipment moves within the same building, as well as a fixed rate for moves to other Health Unit sites.

PART 13: DOCUMENTATION SPECIFICATIONS

- 13.1 **Supplier to Keep Records.** The Supplier shall keep written records evidencing:

- (a) **Legal Compliance.** Any and all legal compliance activities that arise in connection with completion of the Work Requirements and Deliverables.
- (b) **Compliance with Third Party Obligations.** Compliance with any and all applicable third party requirements.
- (c) **Work Activities.** All Work activities, including who, what, when, where and for how long.
- (d) **Personnel Experience and Qualifications.** Details of the experience, qualifications and training of personnel involved in the completion of the Work Requirements and Deliverables.
- (e) **Expenses.** All expenses incurred in the completion of the Work Requirements and Deliverables.
- (f) **Invoices.** All invoices issued to the Health Unit.
- (g) **Receipts of Payment.** All payments received on account of invoices issued to the Health Unit.
- (h) **Other.** Any other item or matter reasonably requested by the Health Unit.

13.2 **Records not to be Destroyed.** All records required to be kept by the Supplier shall be maintained by the Supplier and not disposed of during the currency of the Contract and for at least seven (7) years after any expiry or other termination of the Contract.

PART 14: WARRANTY SPECIFICATIONS

14.1 **Supplier's Warranties.** The Supplier shall warrant and guarantee that the Goods are in accordance with all specifications included in this RFS Schedule B - Work Requirements and Deliverables, subject to and in accordance with the following:

- (i) Upon notification by the Health Unit, the Supplier shall promptly remedy and replace and make good in conformity with the Contract any Good which in the opinion of the Health Unit becomes defective or faulty or is found to be not in accordance with the specifications included in this RFS Schedule B - Work Requirements and Deliverables, provided that such defect, faulty or non-compliance with the Contract appears within one (1) year after delivery.
- (ii) Any item or part thereof made good under the warranty shall be guaranteed to the same extent and for the same period as the original

14.2 **Manufacturers' Warranties.** To the extent permitted by manufacturers, obtain for or assign to the Health Unit the benefit of any warranty by any manufacturer.

14.3 **Start of Warranty Periods.** Warranty periods commence upon the Health Unit's acceptance of the Goods.

PART 15: GENERAL WORK SPECIFICATIONS

15.1 **Quality.** The Supplier shall complete the Work Requirements and Deliverables to the standard of a prudent owner and be solely responsible for the quality of the work.

- 15.2 **Legal Compliance.** The Supplier shall complete the Work Requirements and Deliverables in accordance with all applicable legal requirements, including all federal, provincial, municipal and other laws, regulations and codes which are in any way applicable
- 15.3 **Respect.** The Supplier shall complete the Work in a manner that is respectful of the Health Unit personnel. In the event of a complaint by personnel of the Health Unit which is in any way connected to or involving the Supplier, the Supplier shall co-operate as necessary to reasonably resolve the complaint, including participating in such complaint resolution processes as directed by the Health Unit.

RFS SCHEDULE C – DISCLOSURE

AVERAGE MONTHLY VOLUME PER COPIER OVER 6 MONTH PERIOD

Printer ID	Office	W #	Location	Meter	Average Monthly Volume
1	Leamington	W3875	5th Floor near EH Clerk	B\W	4,600
				Colour	1,000
2	Leamington	W3871	5th Floor Mailroom	B\W	4,300
				Colour	800
3	Leamington	W3869	1st Floor Dental	B\W	3,100
				Colour	1,000
4	Essex	W3872	1st Floor near Clerks	B\W	6,000
				Colour	800
5	Windsor	W3876	3rd Floor HBHC (3A)	B\W	6,400
				Colour	1,700
6	Windsor	W3878	4th Floor Environmental Health	B\W	4,000
				Colour	1,400
7	Windsor	W3866	2nd Floor Clinic	B\W	7,000
				Colour	1,900
8	Windsor	W3867	2nd Floor HR	B\W	2,800
				Colour	400
9	Windsor	W3868	4th Floor Admin	B\W	3,200
				Colour	5,500
10	Windsor	W3870	2nd Floor Vaccine Distribution	B\W	3,500
				Colour	300
11	Windsor	W3873	1st Floor Oral Health	B\W	4,600
				Colour	1,100
12	Windsor	W3874	2nd Floor Infectious Disease	B\W	5,300
				Colour	2,100

RFS EXHIBIT A - PRICE QUOTE AND SUBMISSION FORM

CONTENTS

1. Name and Contact Information
2. Price Quote
3. Eligibility Requirements and Weighted Elements
4. Submission Declaration

PART 1: NAME AND CONTACT INFORMATION

SUPPLIER'S NAME:

[Insert Supplier's full legal name. With corporate names, reference should be had to the articles of incorporation. If the Supplier is a partnership or the Submission is a joint Submission, the full legal name of each partner or participant, as the case may be, should be inserted.]

Address:	Street:	City:	Province:
	Country:	Postal Code:	
Telephone:		Fax:	
E-mail:		Web Address:	
Contact re this Submission:			

PART 2: PRICE QUOTE

The Supplier hereby offers to complete the Work Requirements and Deliverables as set out in RFS Schedule B and the other obligations of the Supplier pursuant to the Contract for the following amounts:

<i>Location</i>	<i>Description of each piece of Equipment (including manufacturer, type and model and proposed site within location)</i>	<i>One Time Costs (e.g., Special Wiring, Receptacle) required for Equipment operation</i>	<i>Monthly Rent (initial 36 month term)</i>	<i>Meter Charge/ Cost per Copy (initial 36 month term) Colour / B&W</i>	<i>Monthly Rent (one year extension)</i>	<i>Meter Charge/ Cost per Copy (one year extension)</i>	<i>Monthly Rent (two year extension)</i>	<i>Meter Charge/ Cost per Copy (two year extension)</i>
1005 Ouellette Avenue, Windsor, Ontario								
360 Fairview Avenue, Essex, Ontario								
33 Princess Street, Leamington, Ontario								

Notes:

- 2.1 In terms of Awards, there shall be one Award.
- 2.2 The Price Quote shall be valid and irrevocable for the period indicated in RFS section 6.2 and if an Award is made shall remain valid for the term of the Contract.
- 2.3 Amounts are in Canadian dollars.
- 2.4 Taxes are not included and are extra.
- 2.5 Except as otherwise explicitly provided, amounts quoted include the cost of all permits, licenses, certifications, inspections, labour, equipment, tools, transportation, travel materials and supplies and any other incidentals required to complete the Work Requirements and Deliverables as outlined in RFS Schedule B and the Supplier’s other obligations under the Contract and the Supplier shall not be entitled to charge the Health Unit any additional amounts.
- 2.6 All discounts, rebates and refunds and all returns from sale of surplus materials and equipment in connection with the Work Requirements and Deliverables shall accrue to the Health Unit.
- 2.7 The rental period shall not commence until Delivery, Installation, Testing Portion of the Work (see RFS Schedule B) has been completed.
- 2.8 In order to compare Price Quotes, the Health Unit shall use historical volume data and weight the first three years of the Contract proportionally greater than the remaining two (2) years.

PART 3: ELIGIBILITY REQUIREMENTS AND WEIGHTED ELEMENTS

3.1 **No Unacceptable Performance Risk (Eligibility Requirement).** The Supplier must provide information as outlined below. This information, along with other information that may be obtained

by the Health Unit, will be used by the Health Unit to assess whether or not the Supplier constitutes an unacceptable performance risk. Note: Suppliers who in the opinion of the Health Unit constitute unacceptable performance risks, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

(a) **Criminal.** Has the Supplier or any of its directors or officers (if the Supplier is a corporation) ever been convicted of a Criminal Code offence for which a pardon has not been granted?

No

Yes - list, provide details and explain:

Add additional lines if necessary↑

(b) **Regulatory.** Within the last 3 years, is or has the Supplier been the subject of regulatory enforcement under any federal or provincial environmental, employment or labour standards, occupational health and safety, human rights, or other applicable regulatory legislation?

No

Yes - list, provide details and explain:

Add additional lines if necessary↑

(c) **Civil/Arbitration.** Within the last 3 years, is or has the Supplier been involved in any civil litigation or arbitrations, whether or not they settled prior to hearing?

No

Yes - list, provide details and explain:

Add additional lines if necessary↑

(d) **Contract Termination.** Within the last 3 years, is or has the Supplier withdrawn or had any contracts terminated prior to completion?

No

Yes - list, provide details and explain:

Add additional lines if necessary↑

(e) **No Conflict of Interest.** Suppliers must indicate if they have an actual, potential or perceived Conflict of Interest (see definition in RFS Schedule A – Interpretation) such as for example, involvement in preparing RFS Schedule B – Work Requirements and Deliverables.

No Conflict of Interest

Yes, Conflict of Interest – provide details and explain:

Add additional lines if necessary↑

(f) **No Unfair Practice.** Suppliers must indicate if they have participated in any collusion, bid rigging or other unfair practice in connection with this RFS or in making a Submission. Without limiting the foregoing, collusion includes consulting, communicating, agreeing or making any arrangement with any person, whether or not affiliated with the Supplier, who could potentially make a Submission in response to this RFS regarding: prices; methods, factors or formulas used to calculate prices; and/or the intention or not to make a Submission or make a non-compliant Submission.

No unfair practice

Yes, unfair practice - provide details and explain:

Add additional lines if necessary↑

(g) **Required Resources.** Is there any reason to think that the Supplier may not have sufficient financial, human or other resources to undertake and complete the Work Requirements and Deliverables as required by the Contract?

No

Yes - provide details and explain:

Add additional lines if necessary↑

(h) **Other Reason.** Is there any other reason to think that, in the event of an Award, the Supplier may not be able to undertake and fulfill its obligations under the Contract?

No Reason

Yes, reason - provide details and explain:

Add additional lines if necessary↑

3.2 **Attendance at Mandatory Meeting(s).** Suppliers must attend mandatory meetings in accordance with applicable requirements (see RFS subsection 3.1(b) and RFS section 6.2) and indicate attendance below. Note: Suppliers who do not attend mandatory meeting(s) as required, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

Supplier did not attend mandatory meetings.

Supplier attended mandatory meetings.

3.3 **Subcontractors (Eligibility Requirement).** Suppliers must: list any Subcontracting Arrangements that the Supplier proposes in connection with the Work Requirements and Deliverables; detail the role of such subcontractors; detail the percentage of work that the subcontractors will perform, based on dollar value of the subcontract relative to the dollar value of the Contract as a whole. Note: Suppliers whose Submissions indicate that any one subcontractor is proposed to complete 50% or more of the Work Requirements and Deliverables, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified. Note however, that such Submissions may be made as joint Submissions.

Name of Proposed Subcontractor	Role of Proposed Subcontractor	% of overall Work based on \$ value of subcontract to \$ value of whole Contract

Add additional lines if necessary↑

3.4 **Performance Capacity (Eligibility Requirement and Weighted Element).**

(a) **Years in Business.** Suppliers must indicate the number of years in continuous business in the space below. Note: If the Supplier has not had a minimum of ten (10) continuous years in business, the Supplier will be considered ineligible to make a Submission or for an Award and its Submission shall be disqualified.

The Supplier has been in continuous business for, _____ years.
Insert years↑

(b) **Executive Summary.** Suppliers should provide an executive summary (1 page maximum) about themselves below.

Add additional lines if necessary↑

(c) **Relevant Experience.** Suppliers should describe experience relevant to the Work Requirements below. Note: the Health Unit may use the information provided to contact the clients to ask questions and seek comments about the Supplier. Note: Suppliers who do not demonstrate a minimum of five (5) years' experience within the last five (5) years performing contracts of a similar type and size to the Contract contemplated by this RFS, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

Description of Contract including length, key staff, and scope of work	Purchaser	Purchaser Contact incl. tel.	\$ Value	Year

Add additional lines if necessary↑

- (d) **Qualifications.** Suppliers must indicate if they have the below noted qualifications. Note: Suppliers who do not have the below noted qualifications, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.
- (i) Suppliers should outline their qualifications and certifications. **Note it is mandatory requirement that the Supplier demonstrate that is the manufacturer of the Equipment to be supplied or is an authorized distributor or reseller of the same and further that the Supplier is authorized to provide the services contemplated by this RFS.**
- No,** Supplier does not have the above-described qualifications.
 Yes, the Supplier has the above-described qualifications.
- (e) **Work Team.** Suppliers should insert or attach an organization chart describing the name, responsibility, function and reporting structure for all key members of the proposed work team, including any work team members under Sub-contracting Arrangements. Work team member descriptions should include education, qualifications, licensing, certifications, number of years' experience in each discipline, number of years with the Supplier or sub-contractor as the case may be, and the percentage of time commitment to the Work Requirements contemplated by this RFS. Resumes for each team members should also be attached. Work teams should reflect the below attributes. Note: If awarded a Contract, the Supplier will be contractually obligated to engage the work team as described.
- (f) **Ability to Manage Challenges.** Suppliers should outline their ability to manage challenges. In this regard, Suppliers should:
- (i) Outline information about the Supplier's quality management program, if any.
 - (ii) Provide a process map and a list of each team member's role and responsibilities.
 - (iii) Identify the risks associated with the performance of the Work Requirements which may impact quality, schedule and costs and identify the steps that will be used to mitigate those risks.

Add additional lines if necessary↑

3.5 Value Added (Weighted Element).

- (a) **Approach to Performance of Work Requirements.** Suppliers should outline their approach to the performance of the Work Requirements. Note: If awarded a Contract, the Supplier will be contractually obligated to follow the approach outlined.

Add additional lines if necessary↑

- (b) **Other Value Added.** The Supplier should provide detail with respect to any value added elements that are included in the Supplier's Submission. Note: If awarded a Contract, the Supplier will be contractually obligated to provide the value added elements identified.

Add additional lines if necessary↑

PART 4: SUBMISSION DECLARATION

I, _____ certify and agree that:
insert individual name↑

- 4.1 I am the _____ (insert title) of the Supplier and as such have personal knowledge of the matters hereinafter set out or have made due inquiry and verily believe the matters set out in this Submission Declaration.
- 4.2 The Supplier has, as of the date hereof, checked the Health Unit Website and reviewed all posted:
- (a) Minutes of any meeting.
 - (b) Questions or clarification requests in relation to the RFS and the Health Unit's responses thereto, if any.
 - (c) Addenda to the RFS, if any.
- 4.3 The Supplier has reviewed the RFS and understands its full meaning and intent.
- 4.4 All information provided in connection with the Supplier's Submission is true and complete in every respect.
- 4.5 The Supplier undertakes to immediately notify the Health Unit in the event of any material change to any of the information contained in the Supplier's Submission, including information contained in this certification.

- 4.6 By making a Submission, the Supplier agrees that the Supplier shall be subject to the RFS and if an Award is made to the Supplier, the Supplier shall be bound by the terms of the Contract.
- 4.7 I submit this Price Quote and Submission Form on behalf of the Supplier and I have full power and authority to bind the Supplier.

Signature

Date: _____

RFS EXHIBIT B – CONTRACT FORM

The Contract Form follows on the next page.

CONTRACT

This Contract is Dated the Award Date

CONTENTS

1.0	Content and Interpretation	10.0	Insurance
2.0	Nature of Relationships	11.0	Privacy and Confidentiality
3.0	Supplier Representations and Warranties	12.0	Monitoring and Evaluation
4.0	Conditions to Contract	13.0	Stopping Work / Taking Out of Hands
5.0	Work	14.0	Term and Termination
6.0	Personnel	15.0	Miscellaneous
7.0	Records		Contract Schedule A - Insurance
8.0	Invoicing and Payments		
9.0	Indemnification		

BETWEEN:

BOARD OF HEALTH FOR THE WINDSOR-ESSEX COUNTY HEALTH UNIT, (“Health Unit”)

-and-

_____, (the “Supplier”)

[Insert Supplier full legal name. With corporate names, reference should be had to the articles of incorporation. If the Supplier is a partnership or the Award was made on a joint submission, the full legal name of each partner or participant, as the case may be, should be inserted.]

WHEREAS:

- A. The Health Unit issued RFS 18-01 – Multifunction Copiers/Printers Services and the Supplier made a Submission in response to it.
- B. The Supplier has been selected for an Award by the Health Unit.
- C. This Contract documents the terms and conditions of the Award.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 CONTENT AND INTERPRETATION

- 1.1 **Interpretation.** The same interpretation provisions set out in RFS Schedule A – Interpretation, apply to this Contract, unless indicated otherwise or the context requires otherwise.
- 1.2 **Contract Content.** The following shall be incorporated into and form part of this Contract:
 - (a) **Documents by reference:**
 - (i) **RFS.** RFS Schedule B – Work Requirements and Deliverables.
 - (ii) **Price Quote and Submission Form.** The Supplier’s completed Price Quote and Submission Form.
 - (iii) **Purchase Order.** Any Purchase Order issued by the Health Unit.

(b) **Schedules:**

- (i) Contract Schedule A – Insurance.

- 1.3 **Amendment.** No modification or amendment to this Contract may be made unless agreed to by each of the parties in writing, signed by either the Health Unit CEO or Corporate Services Director. The Supplier shall not be entitled to rely on amendments otherwise authorized.
- 1.4 **Entire Contract.** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior contracts, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other contracts between the parties in connection with the subject matter of this Contract (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Contract.
- 1.5 **Severability.** Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Contract, all without affecting the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction.
- 1.6 **Conflict Between Provisions.** In the event of a conflict between different provisions of this Contract, including RFS Schedule B - Work Requirements and Deliverables, insofar as obligations on the part of the Supplier, the provision with the highest duty to perform as directed by the Health Unit shall prevail.

2.0 NATURE OF RELATIONSHIPS

- 2.1 **Independent Supplier.** The parties acknowledge that the Supplier is an independent supplier and nothing in this Contract shall create an employer-employee, principal-agent or partnership relationship.
- 2.2 **Health Unit No Relationship with Supplier Agents and Subcontracting Arrangements.** Nothing in this Contract shall create any contractual relationship between the Health Unit and any agents or subcontractors of the Supplier.
- 2.3 **Other Suppliers.** The Health Unit reserves the right to award separate contracts to other suppliers and/or to perform work which is the subject matter of the Work Requirements and Deliverables with its own forces.

3.0 SUPPLIER REPRESENTATIONS AND WARRANTIES

- 3.1 **By Supplier.** The Supplier hereby represents and warrants as follows:
- (a) **Authority.** The Supplier exists and has full power, right and authority to enter into this Contract and perform its obligations hereunder.

- (b) **Accuracy of Information.** There has been no material change to any of the information set out in the Supplier's Submission, or in connection with any process leading up to the RFS and all such information is true and complete.
- (c) **No Infringement.** In fulfilling the Supplier's obligations under this Contract, the Supplier will not infringe the rights of any third party.

3.2 **Report Changes.** The Supplier undertakes to immediately provide notice to the Health Unit if any of the above representations and/or warranties cease to be true during the currency of this Contract.

3.3 **Inaccurate Representations and Warranties.** In the event the Health Unit determines that a representation or warranty made by the Supplier is inaccurate or ceases to be true during the currency of the Contract, the Health Unit, without prejudice to any other rights or remedies that the Health Unit may have, shall be entitled to terminate the Contract as per Contract section 14.2 and indemnification as per Contract part 9 pursuant to which the Health Unit may, for example hold the Supplier liable for all losses, damages or costs suffered or incurred by the Health Unit as a direct or indirect result of the Supplier's default including, but not limited to, any increase in the price over the Price Quote submitted by the Supplier to secure alternate performance.

4.0 CONDITIONS TO CONTRACT

4.1 **Supplier Conditions.** This Contract is conditional on the Supplier fulfilling, within the time frame indicated in RFS section 6.2:

- (a) **Fulfilment of Work Readiness Specifications.** The work readiness specifications set out RFS Schedule B – Work Requirements and Deliverables.
- (b) **Additional.** Such additional items as the Health Unit may reasonably request to verify the Supplier's representations and warranties as set out in Contract section 3.1.

4.2 **Failure to Fulfil Conditions.** In the event that the Supplier fails to fulfill the conditions itemized in Contract section 4.1 within the time frame required, the Health Unit at its discretion may waive the conditions or without prejudice to any other rights or remedies that the Health Unit may have, the Health Unit shall be entitled to terminate the Contract as per Contract section 14.2 and indemnification as per Contract part 9 pursuant to which the Health Unit may, for example hold the Supplier liable for all losses, damages or costs suffered or incurred by the Health Unit as a direct or indirect result of the Supplier's default including, but not limited to, any increase in the price over the Price Quote submitted by the Supplier to secure alternate performance.

5.0 WORK

5.1 **Perform Work.** The Supplier shall complete the Work Requirements and Deliverables as set out in RFS Schedule B in accordance with its Submission, the other provisions of this Contract, and any reasonable directions given from time to time by the Health Unit.

5.2 **Submission not to be an Excuse for Non-Performance.** Nothing in the Supplier's Submission shall constitute an excuse or justification for any non-performance of the terms of this Contract. The Supplier is liable to complete all Work Requirements and Deliverables and all other Contract obligations.

- 5.3 **Title.** Upon delivery and acceptance of any goods or products and/or installation of any materials, equipment or other items pursuant to this Contract, such goods or products, materials, equipment or items shall become the property of the Health Unit. Until then, they shall be and remain at the risk of the Supplier.
- 5.4 **Intellectual Property.** All work related product and all intellectual property, including all legal, equitable and moral rights developed or produced by the Supplier or in any way arising in connection with the Work Requirements and Deliverables, shall immediately upon coming into existence be owned by and vest in the Health Unit. The Supplier waives and shall ensure that the Supplier's employees, subcontractors, and subcontractors' employees waive, in favour of the Health Unit, all moral rights in respect of the Work. The Health Unit hereby grants a non-exclusive license to the Supplier to use the intellectual property in future work undertaken by the Supplier.
- 5.5 **No Liens.** The Supplier shall not permit, nor cause anything to be done to the sites for Work which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed upon or to remain upon any one or more of the sites for Work. In the event of notice or registration of any of the foregoing encumbrances, the Supplier shall, at its own expense, immediately cause the same to be discharged failing which and without prejudice to any other rights or remedies that the Health Unit may have, the Health Unit shall have the right to set off an amount to completely satisfy such encumbrance (including any legal fees and charges) against any amounts due to the Supplier.
- 5.6 **Changes to Work Requirements and Deliverables by the Health Unit.** The Health Unit shall be entitled to make changes to RFS Schedule B - Work Requirements and Deliverables, including any reduction of or addition, in accordance with the following:
- (a) **Notice by the Health Unit.** The Health Unit shall provide notice to the Supplier of any such contemplated changes and effective timing.
 - (b) **Responding Notice by Supplier.** Within forty-eight hours of receipt of the notice referred to in Contract subsection 5.6(a), the Supplier shall provide notice of any pricing increases or decreases that will result from the changes contemplated and indicating any issues that the contemplated timing may present. The Supplier shall be required to use its best efforts to accommodate the Health Unit's contemplated timing. The Supplier shall only be entitled to charge the Health Unit additional amounts if the Supplier can demonstrate that such changes result in increased costs to the Supplier. Where increased costs can be demonstrated, then price increases shall be based upon the original price structure for the Work Requirements and Deliverables but in no event shall the increases be higher than market values. In the event the changes result in decreased costs to the Supplier, such reduction shall be passed on to the Health Unit.
 - (c) **Issuance of Change Directive.** If the Health Unit wishes to proceed with the contemplated changes after receiving the Supplier's responding notice referred to in Contract subsection 5.6(b), then the Health Unit shall issue a change directive to the Supplier. If the Health Unit wishes to proceed but disputes the timing issues or price increases or decreases noted in the Supplier's responding notice referred to in Contract subsection 5.6(b), then the Health Unit shall indicate in the change directive that it will be submitting the matter to arbitration and the parties shall cooperate in accordance with the following:
 - (i) **Arbitrator.** The dispute shall be determined by a single arbitrator. If the parties cannot agree upon an arbitrator within ten days from the receipt of the change directive, then an arbitrator shall be appointed by a Judge of the Ontario Court (General Division) upon application of any of the parties.
 - (ii) **Conduct of Arbitration.** Arbitration shall proceed in accordance with the provisions of

the Ontario *Arbitrations Act*. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom.

Pending arbitration, the parties shall implement the change directive and reconcile any differences in accordance with any arbitration order once such order is made. The Supplier shall not undertake any changes to RFS Schedule B - Work Requirements and Deliverables if it has not received a change directive from the Health Unit.

- 5.7 **Changes to Work Requirements and Deliverables by Supplier.** The Supplier shall not make any changes to the Work Requirements without the prior written approval of the Health Unit.
- 5.8 **Report Errors.** If the Supplier discovers anything in connection with the Work Requirements and Deliverables or otherwise about the Contract that is incomplete, contains internal inconsistencies, does not align with legal requirements or site conditions or otherwise appears not to have been contemplated, the Supplier shall immediately advise the Health Unit verbally and in accordance with the notification provisions of this Contract.
- 5.9 **Uncontemplated Circumstances.** Circumstances which arise which are not contemplated by this Contract and which involve a change to the Work Requirements and Deliverables, shall be addressed as per Contract section 5.6, except that the Supplier shall not be entitled to charge the Health Unit any additional amounts if the Supplier knew or ought reasonably to have known about the circumstances prior to Closing and failed to report the same to the Health Unit.
- 5.10 **Delays.** If progress on the Work Requirements and Deliverables is behind schedule or likely to become behind schedule, the Supplier shall immediately notify the Health Unit of the same and subject to any direction from the Health Unit, shall take such steps as are necessary to recover the schedule. The Supplier shall have no right against the Health Unit for damages, costs, expenses or loss of profits due to delay.
- 5.11 **Non-conforming.** In the event the Supplier's completion or progress towards the Work Requirements and Deliverables does not conform to the requirements of this Contract, including damage not contemplated by this Contract, the Supplier shall take such remedial action as may be directed by the Health Unit within such time frames as directed by the Health Unit. Nothing in this provision shall be construed as in any way waiving or limiting any other rights or remedies that the Health Unit may have. For example, the Health Unit may choose alternate means to effect remedial action, which in the Health Unit's discretion may or may not include the Supplier.

6.0 PERSONNEL

- 6.1 **Supplier Personnel Not Employees of the Health Unit.** All personnel involved in the completion of the Work Requirements and Deliverables and fulfillment of the Supplier's other obligations pursuant to this Contract shall be under the control and direction of the Supplier and shall not be employees or agents of the Health Unit.
- 6.2 **Health Unit Entitlement to Object to Specific Personnel.** The Health Unit shall at any and all times and in its sole discretion be entitled to object to any specific personnel entering onto the Health Unit premises (interior or exterior) in which case the Supplier shall ensure that such personnel do not so enter.
- 6.3 **Subcontracting Arrangements.** The Supplier shall not enter into any Subcontracting Arrangements in the completion of the Work Requirements and Deliverables, other than as indicated in its Submission and in connection therewith, the Supplier shall require such subcontractors not to

do or omit to do anything that would be a breach of this Contract and the Supplier shall remain fully responsible for all Subcontracting Arrangements.

7.0 RECORDS

7.1 **Access and Audit.** During the period in which they are required to be kept, the Supplier shall provide to the Health Unit any records requested within two days of any such request by the Health Unit. Further, the Health Unit and its authorized representatives, at all reasonable times during regular business hours and without notice, may conduct a financial or operational audit, investigation or other form of review of the Supplier to confirm the Supplier's fulfilment of its obligations under this Contract, and for these purposes, the Health Unit and/or its authorized representatives, may inspect and copy any records in the possession or under the control of the Supplier which relate to the obligations of the Supplier under this Contract. The Supplier's obligations under this section shall survive any termination of this Contract.

8.0 INVOICING AND PAYMENTS

- 8.1 **Invoices for Work Requirements and Deliverables.** Invoicing and payments on account of the Work shall be in accordance with the following:
- (a) The amounts invoiced shall be in accordance with the Supplier's Price Quote. Subject to Contract section 5.5, the Supplier shall not be entitled to charge the Health Unit for any additional amounts.
 - (b) The Supplier shall submit invoices to the Health Unit monthly, within seven (7) days of the beginning of each month during the currency of this Contract, not in advance. The Supplier shall only invoice for in proportion to the amount of Work completed. For example, if only ten per cent of the Work has been completed, the Supplier may only invoice for ten per cent of the total amount of its Price Quote.
 - (c) Invoices shall be in paper or electronic format and include the following information:
 - (i) Name of the Supplier.
 - (ii) Name of the Health Unit.
 - (iii) Date of Invoice.
 - (iv) Purchase Order number.
 - (v) Description of activities including who, what, when, where and for how long.
 - (vi) Invoice amount with applicable taxes shown separately.
 - (vii) Attached copies of any certificates, inspection reports or other relevant documentation pertaining to that portion of the Work invoiced.
 - (viii) Material details of any outstanding or threatened disputes or claims that the Supplier may have vis-à-vis the Health Unit or any Subcontracting Arrangements.
 - (ix) Such other information as may from time to time be reasonably requested by the Health Unit.
 - (d) Subject to Contract sections 8.2 and 8.6, the Health Unit shall pay invoices within forty-five days of receipt of the same, providing they are in accordance with this Contract and there is no other dispute regarding the invoice or question about the performance of the Work or the Supplier's other obligations under this Contract.
- 8.2 **Holdbacks.** Payments under this Contract shall be subject to the following holdbacks:
- (a) Any statutory holdback entitlements or requirements. The Supplier shall make such applications, publications, certifications and declarations as reasonably requested by the Health Unit in conjunction with the Health Unit fulfilling its statutory holdback responsibilities, including any release of holdbacks, such as for example a statement that no written notice of

liens have been received by the Supplier.

- (b) Hold back amounts equal to a reasonable estimate of the cost to the Health Unit of rectifying any part of the Work that does not conform to the Contract requirements (whether in respect of that part of the Work to which the invoice pertains or otherwise) until such time as the deficiencies have been addressed to the Health Unit's reasonable satisfaction.

8.3 **No Other Payments.** The Health Unit shall not be required to make and the Supplier shall not be entitled to receive any payments from the Health Unit except as expressly set out in this Contract.

8.4 **Dispute Regarding Payment.** In the event that the Supplier disputes the amount of payment made by the Health Unit in respect of any invoice submitted, the Supplier shall provide written notice to the Health Unit of such dispute within sixty days after payment becomes due and/or refusal to pay by the Health Unit. In the event the Supplier fails to provide such written notice, the Supplier shall not be entitled to pursue its claim and the Health Unit shall be deemed to have satisfied any and all obligations that it may have in respect of the invoice to which the dispute relates.

8.5 **Overpayments.** The Supplier shall forthwith, upon becoming aware of any overpayment by the Health Unit, return such overpayment to the Health Unit.

8.6 **Right of Setoff in Favour of Health Unit.** The Health Unit shall be entitled to set off any amounts owing from the Health Unit to the Supplier against any amounts from time to time owing from the Supplier to the Health Unit.

8.7 **Payment Not Acceptance.** No payment by the Health Unit for invoices rendered by the Supplier shall constitute acceptance of any portion of the Work Requirements and Deliverables which is not in accordance with the terms and conditions of this Contract, nor shall any such payment be construed as acceptance by the Health Unit of deficient work.

9.0 INDEMNIFICATION

9.1 **Indemnity by Supplier in Favour of the Health Unit.** The Supplier shall indemnify and hold harmless the Health Unit, its directors, officers, employees, agents and the heirs and assigns of the aforementioned persons or bodies, from and against all liabilities, losses, costs, sums, damages, expenses, obligations, demands, suits, claims, actions and other proceedings (including legal, accounting and other professional fees and charges), whether direct, indirect or consequential suffered or incurred by any one or more of them by reason of:

- (a) any inaccuracy in any information given by the Supplier or representation or warranty made by the Supplier to the Health Unit;
- (b) any negligent acts or omissions of the Supplier or those for whom the Supplier is responsible, including employees, other agents and subcontractors;
- (c) default, breach or violation of the terms of this Contract by the Supplier or those for whom the Supplier is responsible, including employees, other agents and subcontractors;
- (d) taking work out of the Supplier's hands pursuant to Contract section 13.2; and/or
- (e) any early termination of the Contract for cause.

For greater clarity, the foregoing indemnity obligations are not limited to third party losses and specifically include the first party losses of the Health Unit. Further, it is noted that work is often funded with third party funds such as government grants, which funding is often conditional, such as timing for completion for example. If funding conditions are not met due to any of the reasons listed above, any associated funding losses are intended to be recoverable pursuant to the within indemnity obligation.

- 9.2 **Supplier to Advance Expenses.** In connection with and as part of the indemnity granted in Contract section 9.1, the Supplier shall advance to such person(s) indemnified within seven (7) days of a request or requests from time to time by such person(s) such amounts as are reasonably necessary for such person(s) to defend her/him/itself/themselves against any threatened or pending suit, claim, action or other proceeding (including any appeal therefrom) whether civil, criminal, administrative or investigative in nature or to satisfy any liabilities, losses, costs, sums, damages, expenses and/or obligations.
- 9.3 **Health Unit Control of its Defence.** Notwithstanding any indemnity obligation of the Supplier, the Health Unit shall be entitled to control any defence of itself.

10.0 INSURANCE

- 10.1 **WSIB Clearance Certificate or Equivalent.** Neither the Supplier nor its personnel or agents are covered by the Health Unit under the Ontario *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch. A. and the Supplier shall be responsible for and shall pay all applicable dues and assessments payable under that Act. If the Supplier is required to be or otherwise is a Workplace Safety and Insurance Board registrant, the Supplier shall deliver to the Health Unit a copy of its clearance certificate as per as per RFS Schedule B – Work Requirements and Deliverables, part 2 – Readiness Specifications and shall further deliver to the Health Unit from time to time new clearance certificates, at least fifteen days prior to the expiry of the last clearance certificate provided to the Health Unit or otherwise as requested by the Health Unit. If the Supplier is not required to be and is not a Workplace Safety and Insurance Board registrant, then the Supplier shall at any time and from time to time deliver to the Health Unit an explanation and evidence in that regard as requested by the Health Unit.
- 10.2 **Other Types and Amounts.** The Supplier shall carry and maintain insurance as set out in Contract Schedule A and such additional insurance as may reasonably be required from time to time by the Health Unit.
- 10.3 **Certificates and Full Policies.** The Supplier shall deliver to the Health Unit a certificate of insurance providing full details of its insurance coverage as per Contract subsection 4.1(c) and shall deliver to the Health Unit from time to time new certificates of insurance, at least fifteen days prior to the expiry of any insurance indicated in the last certificate of insurance provided to the Health Unit and from time to time as requested by the Health Unit. Further, the Supplier shall deliver the full text of such insurance policies from time to time as requested by the Health Unit. The Health Unit does not assume responsibility for the adequacy of any insurance pursuant to this Contract.
- 10.4 **Notice of Claims.** In the event that a person is injured and/or events occur through or connected with the Supplier's completion of the Work Requirements and Deliverables or fulfillment of the Supplier's other obligations under this Contract, which could form the basis of a claim, the Supplier shall forthwith deliver notice of the same to the Health Unit.

11.0 PRIVACY AND CONFIDENTIALITY

- 11.1 **Collection, Use and Disclosure.** For the purposes contemplated by this Contract, the Supplier consents to the collection, use and disclosure by the Health Unit of all information contemplated by this Contract. To the extent such information constitutes personal information of individuals, the Supplier shall provide notice to and obtain the requisite consents of such individuals.

- 11.2 **Privacy and Access to Information Laws.** The Supplier acknowledges that the collection, use and disclosure of information contemplated by this Contract is subject to applicable privacy and access to information legislation, including MFIPPA.
- 11.3 **Confidentiality.** In the completion of the Work Requirements and Deliverables and fulfillment of the Supplier's other obligations under this Contract, it is possible that the Supplier may obtain access to certain Health Unit proprietary and confidential information, including information about the Health Unit operations, processes, methods, practices, know-how, statistics, financial information, education materials, plans and/or forecasts. The Supplier acknowledges that such information is confidential information and undertakes to treat confidentially all such information and not to disclose it to any third party or to use it for any purpose, either during the currency of this Contract or thereafter, except as may be necessary in the performance of the Work and fulfillment of the Supplier's other obligations under this Contract or unless otherwise required by law.
- 11.4 **Supplier to Give the Health Unit Notice of Any Disclosure.** In the event that the Supplier is required by law to disclose to a third party any Health Unit confidential information, the Supplier shall provide prior written notice of any such disclosure to the Health Unit.
- 11.5 **Third Party Communications.** The Supplier shall not make any communications to any third parties about the Health Unit, the Work and/or this Contract, whether or not such communications involve confidential information, without the prior written consent of the Health Unit.

12.0 MONITORING AND EVALUATION

- 12.1 **Health Unit May Monitor.** The Health Unit and its authorized representatives shall be entitled but not obligated to monitor, assess and evaluate the Supplier's performance of this Contract in accordance with Contract section 7.2 and otherwise as the Health Unit deems appropriate and the Supplier shall reasonably cooperate in all such efforts.
- 12.2 **Performance Evaluation May Impact Eligibility for Future Purchasing Activities.** Supplier Contract performance evaluation information may be considered by the Health Unit in any Supplier prequalification and rating process that the Health Unit may implement and/or any future request for submission or proposal or other purchasing activity by the Health Unit. Without limiting the generality of the foregoing, in the event of default or poor performance of the Work or other obligations under this Contract, the Health Unit shall be entitled to remove the Supplier from any list of prequalified Suppliers or change its rating or disqualify any future submission by the Supplier in connection with any Health Unit purchasing activity.

13.0 STOPPING WORK / TAKING OUT OF HANDS

- 13.1 **Stopping Work.** The Health Unit may at any time and from time to time in its sole discretion, and subject to such directions the Health Unit deems appropriate, stop and suspend the Supplier's performance of the Work Requirements and Deliverables for a specified or unspecified time by notice to the Supplier, in which case the Supplier shall immediately stop in accordance with any directions made by the Health Unit.
- 13.2 **Taking Work Out of Supplier's Hands.** If the Supplier defaults or is, in the opinion of the Health Unit, likely to default in the performance of any or all of the Work Requirements and Deliverables, including timing of Work, even if the default is minor or immaterial, the Health Unit, without notice to the Supplier, may but shall not be obligated to carry out all or any part of the Work Requirements and Deliverables either directly or indirectly and through such means as the Health Unit sees fit.

Such taking of the Work or any part thereof from the Supplier's hands shall not operate to relieve or discharge the Supplier from any of its obligations pursuant to this Contract. Moreover, the Health Unit shall be entitled to indemnification as per Contract part 9 and to hold back as per Contract subsection 8.2(b) and set off as per Contract section 8.6, without prejudice to any other rights or remedies that the Health Unit may have.

- 13.3 **Supplier Obligation to Facilitate.** In the event that the Health Unit stops performance of any or all of the Work Requirements and Deliverables or takes it out of the Supplier's hands, the Supplier shall cooperate and do all things necessary to maintain safety, avoid disruption and facilitate smooth transition as directed by the Health Unit, including making any materials and equipment reasonably available to the Health Unit.

14.0 TERM AND TERMINATION

- 14.1 **Term.** Subject to early termination, the term of this Contract shall commence on the date the Award is made to the Supplier and shall end when the Work Requirements and Deliverables are fully completed in accordance with this Contract.

- 14.2 **Early Termination by the Health Unit for Cause.** The Health Unit shall have cause and the option to terminate this Contract without liability, damage, cost or further obligation to the Health Unit, as follows:

- (a) **Inaccurate Representation and Warranty.** If the Health Unit determines that a representation or warranty made by the Supplier pursuant to Contract section 3.1 is inaccurate, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.
- (b) **Material Default.** If the Supplier is in default of a material obligation under this Contract, including: a failure to satisfy the conditions of this Contract; a breach of any applicable legal requirement; invoicing for Work that has not been completed; and/or a failure to maintain insurance or provide a Workplace Safety Insurance Board Certificate or certificate of insurance as required, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.
- (c) **Other Default.** If the Supplier fails to carry out any of its obligations in accordance with this Contract and further fails to remedy such default within seven (7) days from having received notice from the Health Unit, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.
- (d) **Underperformance.** If the Supplier has repeatedly (three or more times) been put on notice of default in the performance of any of its obligations (whether the same or different obligations and whether material or not) pursuant to this Contract, then notwithstanding any remedial action taken by the Supplier, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.
- (e) **Cross Default.** If the Supplier is in default on another Contract with the Health Unit entitling the Health Unit to terminate that other Contract, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.
- (f) **Criminal Offence.** If the Supplier, a director of the Supplier, and/or any key personnel of the Supplier is/are convicted of a *Criminal Code* offence, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.

- (g) **Insolvency.** If the Supplier is or becomes insolvent, the Health Unit shall have the option to terminate this Contract immediately upon notice to the Supplier.

14.3 Consequences of Termination. In the event of termination:

- (a) **Supplier to Facilitate Transition.** The Supplier shall cooperate and do all things necessary to maintain safety, avoid disruption and to facilitate a smooth transition as directed by the Health Unit.
- (b) **Confidential Information.** The Supplier shall return all confidential information in the Supplier's possession.
- (c) **Indemnity Obligations.** The Supplier shall fulfil all indemnity obligations as may be applicable.
- (d) **Survival.** Notwithstanding any other provision, the indemnity obligations set out in Contract part 9 and any other provisions under this Contract which by their terms or nature survive termination, shall survive the expiry or other termination of this Contract and continue in full force and effect.
- (e) The Supplier shall remove any Equipment subject to any rental arrangements with the Supplier from Health Unit locations at a specific time and in a manner satisfactory to Health Unit.
- (f) If termination has been without cause by the Health Unit, the Supplier shall be entitled to early termination charges as noted below. For greater clarity the Supplier shall not be entitled to any other amounts or remedies on account of early termination.

Remaining Months	Early Termination Charges (by month)
48 to 60	12
36 to 47	9
24 to 35	6
12 to 23	4
6 to 11	3
3 to 5	1
0-2	0

For greater clarity, no early termination charges shall apply for termination for cause.

15.0 MISCELLANEOUS

15.1 Communications.

- (a) Unless otherwise expressly provided, all notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing by personal delivery, by mailing the same by prepaid mail, or sent by facsimile or email as follows:

To the Health Unit: If by personal delivery or prepaid mail to:

Windsor-Essex County Health Unit
1005 Ouellette Avenue
Windsor, ON, N9A 4J8
Attention: Fernando Bayuga Jr.

If by facsimile or email to:

Facsimile: (519) 258-6003
Email: fbayuga@wechu.org

To the Supplier: To the Supplier's address as set out in the Supplier's Submission Form

Attention: to the attention of the contact person as set out in the Submission Form

Facsimile: to the attention of the contact person as set out in the Supplier's Submission Form
Email: to the attention of the contact person as set out in the Supplier's Submission Form

or at such other address as may be given by any one of them to the other in writing as aforesaid from time to time, and such notices, requests, demands, acceptances and other communications shall be deemed to have been given and received as follows:

- (i) if made by personal delivery, when delivered;
- (ii) if sent by prepaid mail, on the fourth business day following the date of mailing;
- (iii) if transmitted by facsimile, twenty-four hours after the time of sending; or
- (iv) if transmitted by email, twenty-four hours after the time of sending.

In the event of disruption of normal postal service, notice may be made by delivery, facsimile or email only. The Supplier is put on notice that it is not entitled to rely on communications with respect to this Contract made any other way than as indicated above.

- (b) **Time for Response to Health Unit Communications.** The Supplier shall respond to all Health Unit communications within twenty-four hours. Responses shall include such content as may reasonably be requested by the Health Unit.

15.2 **Waiver.** A waiver of any default, breach or non-compliance under this Contract is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Contract shall not operate as a waiver of that party's rights under this Contract in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

15.3 **Successors and Assigns.** The Supplier may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of the Supplier's rights or obligations under this Contract without the prior written consent of the Health Unit. Any amalgamation or change of control of the

Supplier shall be deemed to be an assignment. This Contract shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.

15.4 **Remedies.** Notwithstanding any other provision, any particular entitlement, right or remedy of the Health Unit provided for in this Contract does not preclude the Health Unit from any other entitlement, right or remedy available at law or otherwise and further, no right or remedy is exclusive or dependent on any other entitlement, right or remedy and the Health Unit may exercise any one or more of its entitlements, rights or remedies independently or in combination, such rights, entitlements or remedies being cumulative and not alternative.

IN WITNESS WHEREOF this Contract has been executed.

BOARD OF HEALTH FOR THE WINDSOR-ESSEX COUNTY HEALTH UNIT

PER: _____

I have the authority to bind the corporation.

SUPPLIER: _____

Insert Supplier full legal name. With corporate names, reference should be had to the articles of incorporation. If the Supplier is a partnership or the Submission is a joint submission, the full legal name of each partner or participant as the case may be should be inserted.

PER: _____

PER: _____

I/We have authority to bind the corporation.

If Supplier is a:	Individual who Should Sign
corporation	authorized signing officer
sole proprietorship	the proprietor
partnership/joint submission	each of the partners/participants

CONTRACT SCHEDULE A – INSURANCE

1. The Supplier shall keep in force for the duration of the Contract the following insurance:
 - (a) General liability coverage of not less than \$5,000,000 per incident or occurrence, including the following:
 - (i) completed operations coverage;
 - (ii) owner's protective coverage;
 - (iii) contractual coverage;
 - (iv) non-owned automobile coverage;
 - (v) deductible amount of not greater than \$1,000 per incident or occurrence; and
 - (vi) being primary coverage pursuant to which the insurer is acting as first loss insurer against the risk covered and not excess to any other insurance available to the additional named insured.
 - (b) Third party liability coverage of not less than \$5,000,0000 on all motor vehicles used in the performance of the Contract.
2. All insurance policies shall be issued by an insurer licensed to carry on insurance business in the Ontario.
3. All insurance policies shall name the Health Unit as an additional insured.
4. All insurance policies shall contain provisions waiving subrogation against the named insured and contain cross liability provisions as between the named insured and for the severability of their interests.

RFS EXHIBIT C – ENVELOPE LABEL

- Instructions:**
- Complete the information indicated on the below label.
 - Cut out label along dotted lines and affix label to Submission envelope.
 - Ensure mandatory Submission content is included in the envelope (see RFS section 7.4):
 - Price Quote and Submission Form.
 - Contract.
 - Submit to the Health Unit by Closing deadline (see RFS section 6.2).

TO: WINDSOR-ESSEX COUNTY HEALTH UNIT
1005 OUELLETTE AVENUE
WINDSOR, ON, N9A 4J8

ATTENTION: Fernando Bayuga Jr.

FROM: Supplier name: _____
Full address: _____

Contact name: _____
Contact phone number: _____
Contact fax number: _____
Contact e-mail address: _____

RE: SUBMISSION
RFS 18-01- Multifunctional Copiers / Printers and Services