



**Request for Proposal/Quote/Tender**

**<enter what request is for>**

**<enter title of RFX Document>**

**Request for Proposals No.: RFX-YYYY##**

**Issued: <enter date: Day, Month, Date, year>**

**Submission Deadline: <enter date: Day, Month, Date, year>**

**00:00 a.m./ p.m. EST**

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## Part 1 – Invitation and Submission Instructions

### 1.1 Invitation to Proponents

This Request for Proposals (the “**RFX**”) is an invitation by Bethesda Community Services Inc., herein referred to as “Bethesda” to prospective proponents to submit proposals for <enter **RFX Number and Name**>, as further described in Section A of the **RFX** Particulars (Appendix D) (the “Deliverables”).

### 1.2 **RFX** Coordinator Contact

For the purposes of this procurement process, the “**RFX** Contact” will be:

<enter **Contact Name – Contact Title**>  
<enter Contact email address>

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Bethesda Community Services Inc., other than the **RFX** Contact, concerning matters regarding this **RFX**. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### 1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with Bethesda, for the provision of the Deliverables in the form attached as Appendix A to the **RFX** (the “Agreement”). It is the intention of Bethesda to enter into the Agreement with only one (1) legal entity per awarded contract. The term of the Agreement is to be for a period of no more than 12 months.

### 1.4 **RFX** Timetable

Issue Date of <b>RFX</b>	<enter date>
Site Visit / Pre-Bid Meeting	<enter date> 00:00 AM/PM local time
Deadline for Questions	<enter date> 00:00 AM/PM local time
Deadline for Issuing Addenda	<enter date> 00:00 AM/PM local time
Submission Deadline	<enter date> 00:00 AM/PM local time
Anticipated Execution of Agreement	<enter date>
Irrevocability Period	<enter> ## days

The **RFX** timetable is tentative only, and may be changed by Bethesda Community Services Inc. at any time.

Mandatory Site Meeting:

**A mandatory site meeting is scheduled <enter Time 00:00 AM/PM EST Month Day Year>**

**<enter full address of site meeting>**

For directions please contact **<enter email address>** or telephone **<enter phone number + extension>**

There will be a sign in sheet available at the meeting location. Quotations received from a Proponent whom did not attend the mandatory site meeting will not be accepted or opened.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted at:

**<enter details including full address and Department>**  
**PURCHASING**  
**Bethesda Community Services Inc.**  
**3950 Fly Road**  
**Vineland, Ontario L0R 2J0**

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals sent after the Submission Deadline will not be accepted. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including building # and/or floor, if applicable) indicated in the **RFX** on or before the Submission Deadline. Bethesda does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline or its delivery agents. Proponents making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Purchasing Supervisor will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Purchasing Supervisors' designated clock and the actual time.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents must **submit Four (4)** copies of each of their proposal enclosed in their own individual sealed package that is prominently marked with the **RFX** title, **RFX** number (see Appendix F – Receipt Confirmation) and the full legal name and return address of the proponent. One hard copy shall be labelled “Master”.

Proponents must also include in the sealed Proposal package one (1) electronic copy of their proposal saved on a USB stick. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

Proponents must submit **Two (2)** hard copies of the Pricing Form (Appendix C) and any other information in respect to pricing must be separated from the rest of the proposal and enclosed in a separate envelope marked “Pricing Envelope”. The separate Pricing Envelope must be packaged in their own individually sealed envelope and submitted with the proposal.

Proponents must also include in the sealed Pricing package one (1) electronic copy of their proposal saved on a USB stick. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the **RFX** title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part to the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal prior to the Submission Deadline, a notice of withdrawal must be sent to the **RFX** Contact and must be signed by an authorized representative of the proponent. Bethesda is under no obligation to return withdrawn proposals.

### **1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of 60 days running from the moment that the Submission Deadline passes.

[End of Part 1]

## Part 2 – Evaluation and Award

### 2.1 Stages of Evaluation

Bethesda will conduct the evaluation and ranking process of proposals in the following stages:

### 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of Bethesda, be rejected. The mandatory submission requirements are listed in Appendix B (4) of the **RFX** Particulars.

#### 2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the **RFX**, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

#### 2.2.2 Proof of Insurance

By signing the Form of Offer, the Proponent agrees that if selected, it will put in effect and maintain insurance for the term of the Agreement, at its own cost and expense, with insurers having a secure.

This would include, but not be limited to, the following comprehensive commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **<enter dollar value using \$000,000.00 format>** per occurrence, **<enter dollar value using \$000,000.00 format>** aggregate.

The policy shall include, but not be limited to, the following:

- a) Naming Bethesda Community Services Inc. as an additional insured with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with, the Agreement;
- b) Products and completed operations;
- c) Contractual liability coverage;
- d) Cross-liability clause endorsed to include the Bethesda Community Services Inc. as additional insured;
- e) 30 Day written notice of cancellation, termination or material change;
- f) Owned and non-owned automobile coverage with blanket contractual coverage for hired automobiles;
- g) professional errors and omissions liability insurance with an inclusive limit of not less than \$5,000,000.00



### **2.2.3 Additional Insurance**

It shall be the sole responsibility of the Proponent to determine what additional insurance coverage, if any, shall be necessary and advisable for its own protection and/or to fulfill its obligations under the Agreement. Any such additional insurance shall be provided and maintained by the Proponent at its own expense.

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

Bethesda will review the proposals to determine whether the mandatory technical requirements as set out in Section “D” of the **RFX** Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of Bethesda, be disqualified and not evaluated further.

#### **2.3.2 Rated Criteria**

Bethesda will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Appendix D item “F” of the **RFX** Particulars.

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Selection of Top-Ranked Proponent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of Bethesda, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie to two (2) decimal places, the names of the tied proponents will be placed in a container and a name will be drawn. The selected proponent will be the proponent whose name is drawn from the container. Affected proponents will be invited to witness the draw.

### **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by Bethesda to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this **RFX** and satisfy any other applicable conditions of this **RFX**, including the pre-conditions of award listed in Section E of the **RFX** Particulars (Appendix D), within

fifteen (15) days of notice of selection. This provision is solely for the benefit of Bethesda and may be waived by Bethesda.

## **2.7 Failure to Enter into Agreement**

In addition to all of Bethesda's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within **fifteen (15) days** of notice of selection, Bethesda may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

## **2.8 Award**

The award if this contract may be subject to availability of appropriate funding, budget approval and the acceptance of Bethesda's Board of Directors.

[End of Part 2]

## Part 3 – Terms and Conditions of the RFX Process

### 3.1 General Information and Instructions

#### 3.1.1 RFX Incorporated into Proposal

All of the provisions of this RFX are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFX, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFX, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

#### 3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFX. Where information is requested in this RFX, any response made in a proposal should reference the applicable section numbers of this RFX.

#### 3.1.3 Proposals in English

All proposals are to be in English

#### 3.1.4 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### 3.1.5 References and Past Performance

In the evaluation process, Bethesda may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with Bethesda Community Services Inc. participating agencies or other institutions.

#### 3.1.6 Information in RFX Only an Estimate

Bethesda and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFX or issued by way of addenda. Any quantities shown or data contained in this RFX or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFX.

### **3.1.7 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.8 Proposal to be Retained by Bethesda**

Bethesda will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Agreement**

The information contained in the **RFX** is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this **RFX** is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this **RFX**.

The Agreement executed with the Proponent will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this **RFX**.

## **3.2 Communication after Issuance of RFX**

### **3.2.1 Proponents to Review RFX**

Proponents shall promptly examine all of the documents comprising this **RFX**, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the **RFX** Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the **RFX** Contact shall be deemed to be received once the email has entered into the **RFX** Contact's email inbox. No such communications are to be directed to anyone other than the **RFX** Contact. Bethesda is under no obligation to provide additional information, and Bethesda shall not be responsible for any information provided by or obtained from any source other than the **RFX** Contact. It is the responsibility of the proponent to seek clarification from the **RFX** Contact on any matter it considers to be unclear. Bethesda shall not be responsible for any misunderstanding on the part of the proponent concerning this **RFX** or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This **RFX** may be amended only by addendum in accordance with this section. If Bethesda, for any reason, determines that it is necessary to provide additional information relating to this **RFX**, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this **RFX** and may contain important information, including significant changes to this **RFX**. Proponents are responsible for obtaining all addenda issued by Bethesda. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If Bethesda determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Bethesda may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, Bethesda may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The response received by Bethesda shall, if accepted by Bethesda, form an integral part of the proponent's proposal.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once the Agreement is executed between Bethesda and a proponent, the other proponents shall be notified by email, in the same manner that the **RFX** was originally posted, of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the **RFX** Contact and must be made within **sixty (60) days** of such notification.

### **3.3.3 Dispute Resolution Process**

If a proponent wishes to challenge the **RFX** process, it should provide written notice to the **RFX** Contact in accordance with Bethesda's dispute resolution process and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this **RFX**, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the **RFX** process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Bethesda in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the **RFX** process (including but not limited to the lobbying of decision makers involved in the **RFX** process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive **RFX** process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

Bethesda may disqualify a proponent for any conduct, situation or circumstances, determined by Bethesda, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

#### **3.4.3 Disqualification for Prohibited Conduct**

Bethesda may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if Bethesda determines that the proponent has engaged in any conduct prohibited by this **RFX**.

#### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

#### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this **RFX** or any agreement entered into pursuant to this **RFX** without first obtaining the written permission of the **RFX** Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this **RFX** or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Bethesda; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this **RFX**.

### **3.4.8 Past Performance or Past Conduct**

Bethesda may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by Bethesda, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of Bethesda**

All information provided by or obtained from Bethesda in any form in connection with this **RFX** either before or after the issuance of this **RFX**

- (a) is the sole property of Bethesda and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this **RFX** and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from Bethesda; and
- (d) must be returned or otherwise destroyed by the proponent to Bethesda immediately upon the request of Bethesda.

### 3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Bethesda. The confidentiality of such information will be maintained by Bethesda, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by Bethesda to advise or assist with the **RFX** process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this **RFX**, questions are to be submitted to the **RFX** Contact.

### 3.6 Reserved Rights and Limitation of Liability

#### 3.6.1 Reserved Rights of Bethesda

Bethesda reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this **RFX** provided that those changes are issued by way of addendum in the manner set out in this **RFX**;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this **RFX**, consider any other relevant information that arises during this **RFX** process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this **RFX**;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;



- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to Bethesda;
- (j) award the project as a whole or as a combination of phases as submitted in the pricing structure and as determined by Bethesda
- (k) cancel this **RFX** process at any stage;
- (l) cancel this **RFX** process at any stage and issue a new **RFX** for the same or similar deliverables;
- (m) accept any proposal in whole or in part; or
- (n) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither Bethesda nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of Bethesda's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the **RFX** Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of Bethesda; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

### 3.8 Definitions

The following definitions apply:

“Agreement” has the meaning set out in Appendix A.

“Applicable Law” and “Applicable Laws” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or “Business Days” means Monday to Friday between the hours of 8:30 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act (Ontario)*, or as otherwise agreed to by the parties in writing.

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Days” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Purchaser to evaluate the Proposals.

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

“Preferred Proponent” means the Proponent(s) that the Purchaser has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or “Proponents” means an entity that submits a Proposal in response to this **RFX** and, as the context may suggest, refers to a potential Proponent.

“Proposal” or “Proposals” means all of the documentation and information submitted by a Proponent in response to the **RFX**.

“Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 and may be amended from time to time in accordance with the terms of this **RFX**.

“Purchaser” means The Corporation of the Town of Fort Erie.

“Request for Proposals” or “**RFX**” means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.

“**RFX** Coordinator” means the individual identified in Section 1.2.

“Services” means the services intended to be procured pursuant to this **RFX**.

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the **RFX** process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the **RFX** process and result in any unfairness.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

- **BETWEEN** -

**BETHESDA COMMUNITY SERVICES INC.**

3280 Schmon Parkway  
Thorold, Ontario, L2V 4Y6

Hereinafter called the "Bethesda" (of the first part)

- **AND** -

**CONSULTANT NAME**

Address

Hereinafter called the "Proponent" (of the second part)

**WHEREAS** on May 25, 2018 Bethesda issued Request for Proposal **RFX-YYYY##** and **Addendum # (insert number) dated (date) [repeat for each Addendum]** ) for **(enter the description of work)** (the "**RFX**");

**AND WHEREAS** on **(enter date of Proponent's proposal)** the Proponent submitted a bid in response to the **RFX** (the "Bid");

**AND WHEREAS** Bethesda wishes to enter into an agreement with the Proponent for the services, as more particularly described in the **RFX** and the Bid, attached hereto as Schedule "A" and forming part of this Agreement (the "Services");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

1. The Proponent shall provide the Services pursuant to all the terms and specifications set out in Schedule "A". If there should be any conflict between the provisions of this Agreement and the provisions of Schedule "A", the provisions of this Agreement shall prevail.
2. The term of this Agreement shall commence on \_\_\_\_\_ and the work shall be completed in accordance with the Work Plan and Time Lines set out in Schedule "A".
3. Bethesda shall pay the Proponent for Services as outlined in Schedule "A".
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (30) days' written notice to the other party.
5. The Proponent shall indemnify and save harmless Bethesda, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Consultant its officers, employees, agents and sub consultants, or

any of them, attributable to or connected with the performance, non-performance or purported performance of the Consultant obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of Bethesda, its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

6. This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms or conditions.
7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

**(CONSULTANT NAME)**

Per: \_\_\_\_\_

Name:

Position:

Per: \_\_\_\_\_

Name:

Position:

I/We have authority to bind the Corporation.

**BETHESDA COMMUNITY SERVICES INC.**

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Chief Administrative Officer

**Attached: Schedule A –**

## APPENDIX B – Submission Form of Offer

This form must accompany the Proposal submission. Please type or print clearly in the spaces provided.

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the <b>RFX</b> process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Offer

The proponent has carefully examined the **RFX** documents and has a clear and comprehensive knowledge of the Deliverables required under the **RFX**. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the **RFX**, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the **RFX** and in pricing (Appendix C) in particular. The proponent confirms that it has factored all

of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

#### 4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 5.3.2	Yes, Enclosed
Appendix B – Submission Form of Offer	Envelope 1	
Appendix C – Pricing Form	Envelope 2	
Appendix E – References	Envelope 1	

#### 5. Addenda

The proponent is deemed to have checked the email supplied for communication and has read and accepted all addenda issued by Bethesda and prior to the Deadline for Issuing Addenda. The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: \_\_\_\_\_.  
 Proponents who fail to complete this section will be deemed to have received all posted addenda.

#### 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this **RFX**.

#### 7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the **RFX**. This includes disclosing the names and all pertinent details of all individuals

(employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Bethesda within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the **RFX**.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the **RFX**.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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## 8. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 60 (Sixty) days following the Submission Deadline.

## 9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Bethesda to the advisers retained by Bethesda to advise or assist with the **RFX** process, including with respect to the evaluation this proposal.



## 10. Execution of Agreement

The proponent agrees that in the event its proposal is selected by Bethesda, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this **RFX** in accordance with the terms of this **RFX**.

---

Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX C – Pricing

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidents and food expenses), all insurance costs, all costs of delivery (including but not limited to fuel, travel, equipment cost, vehicle surcharges, disbursements), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### 3. Required Pricing Information

<enter details for pricing info>

Details	Cost
<b>TOTAL (Excluding Tax)</b>	

## APPENDIX D – RFX Particulars

### 1. The Deliverables

<enter deliverables including summarized scope of work, expected completion date, highlight specifications of materials/products to be used, for example 5/8” drywall, attach further details as Appendix D – Schedule “A”>

### 2. Material Disclosures

#### Limitations of Operations

The Proponent shall not carry on operations <enter paramaters > from 6:00 p.m. of any day and 7:00 a.m. of the following day or on legal holidays without the written permission of Bethesda

### 3. Mandatory Submission Requirements

#### a. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

#### b. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

#### c. Other Mandatory Submission Requirements

<enter additional requirements or N/A>

### 4. Mandatory Technical Requirements

<enter additional requirements or N/A>

### 5. Pre-Conditions of Award

Upon award of this contract, and prior to signing of contract documents, the Proponent shall obtain, pay for and maintain a comprehensive policy of public liability and property damage, vehicle insurance naming Bethesda Community Services Inc. as “Other Insured”, provide WSIB account # to confirm account is in good standing, provide recent copies NEER or CAD-7 reports and sign off on knowledge and compliance of the

regulations of Ontario Regulations 213/91 as amended for Construction Projects, Part 1 Registration and Notices, Sections 5-7 where this regulation is applicable to the project.

## 6. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the **RFX**. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Below is a sample only – rated criteria to be adjusted to reflect project – to be approved by CAO

Rated Criteria Category	Weighting (Points)
i. Organizational Experience	10 points
ii. References	10 Points
iii Scope of the Work	20 points
iv. Demonstrated thorough understanding Building and Fire Codes for Care Occupancy Group Homes	10 points
v. Completeness, comprehensiveness and clarity of Proposal	10 Points
vi. Pricing (See Appendix C for details)	30 points
<b>Total Points</b>	<b>100 points</b>

## Suggested Proposal Content for Non-Price Criteria

Each proponent should provide the following in its proposal:

### i. Organizational Profile

Proponent is to provide a brief description of its operations including history, overview and employees, the services it provides and the total years in business. Proponent to submit information on employees or sub trades/contractors who will be assigned to provide the services, which demonstrate expertise, knowledge, skills and experience relevant to the stated Deliverables. This information may include resumes, documentation of accreditation and/or letters of reference.

### ii. References

Each proponent is requested to provide three (3) references from clients of similar to those requested in this **RFX** from the proponent in the last 3 (Three) years.

### **iii. Scope of the Work**

The following scope of services represents the Purchaser's core requirements

- a detailed work plan of the services it will provide. The work plan should outline how the proponent plans to approach the work, report progress throughout and delivery with available resources. This work plan should identify what information will be provided to Bethesda at various stages of the project.
- demonstrated knowledge and experience in residential renovations and required building and fire codes as per deliverables
- Clearly identify items expected to be provided by Bethesda, or services required of Bethesda

### **iv. Demonstrated Thorough Understanding Building Codes and Fire Codes for Care Occupancy Group Homes**

An overview of the proponents demonstrated understanding of all Building and Fire Codes specific to Care Occupancy homes specific to the deliverables.

### **v. Completeness, Comprehensiveness and Clarity**

Proponent's proposal is logical and flows properly. Proponent to ensure summaries are inclusive of the desired outcome as per the scope of work, clear and concise.

### **vi. Pricing**

Proponents bid is evaluated based on relative pricing formula

*lowest price ÷ proponent's price × weighting = proponent's pricing points*

APPENDIX D – Schedule “A”

<enter detailed schedule of work including specific materials/technical requirements>

DRAFT COPY ONLY

APPENDIX D – Schedule “A1”

<enter/add additional info, as required – floorplans, photos etc.)>

DRAFT COPY ONLY

APPENDIX D – Schedule “A2”

<enter/add additional info, as required – floorplans, photos etc.)>

DRAFT COPY ONLY



## APPENDIX E - References

Reference checks will be completed and the decision to award shall be based on Bethesda's assessment of the overall qualified low bidder. Experience listed below must be relevant to the current project in scope and value, it must have been completed within the past three (3) years. If there is additional information you wish to provide with regard to references, please do so on the reverse of this sheet. If Bethesda is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or if the reference chooses not to comment, the reference will be deemed unsatisfactory.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor	
Value of your portion of the project?	Date of completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number: (    )	Fax Number: (    )

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor	
Value of your portion of the project?	Date of completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number: (    )	Fax Number: (    )

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor	
Value of your portion of the project?	Date of completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number: (    )	Fax Number: (    )

## APPENDIX F – Receipt Confirmation

Please firmly affix the following labels to the envelopes containing your submission OR address your envelopes as indicated below.

<p style="text-align: center;"><b>RFX SUBMISSION</b></p> <p style="text-align: center;"><b>ATTENTION: First Last Name</b> <b>Title</b> <b>RFX-YYY##</b> <b>BEHTESDA COMMUNITY SERVICES INC.</b> <b>3280 SCHMON PKWY</b> <b>THOROLD ON L2V 4Y6</b> <b>DUE DATE: &lt;enter date: Day, Month, Date, year&gt;</b> <b>00:00 a.m./ p.m. EST</b></p>
---

Please **do not** include any financial information in Envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

### Envelope 1 – Proposal to include:

- One (1) bound original (prominently marked “Master”) of the Proposal including Appendices B – Submission of Offer, E –References
- <enter # of copies required , ie Three (3)> bound copies of the Proposal including Appendices B – Submission of Offer, E –References
- <enter # of copies required , ie One (1)> searchable and not locked soft copy (ie USB) of the Proposal including Appendices B – Submission of Offer, E –References

### Envelope 2 – Pricing Information to include:

- One (1) original (prominently marked “Master”) of Appendix C
- <enter # of copies required , ie One (1)> photocopy of Appendix C
- <enter # of copies required , ie One (1)> searchable and not locked soft copy (ie USB) of Appendix C

### Note:

- Refer to Section 1.5.3 for Proposal Submission Requirements.
- All envelopes should be labeled with the name of the submitting firm.

END OF RFX-YYY##  
<enter RFX Document Name>

DRAFT COPY ONLY