Request for Proposal

for

Physiotherapy Services

Request for Proposal No.: 2017-RFP-38
Issued: Wednesday, October 18, 2017
Submission Deadline: 2:00 pm Tuesday, November 14, 2017
Submission Location: THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7
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Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents
This Request for Proposal (“RFP”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective proponents to submit proposals for the provision of Physiotherapy Services, as further described in Appendix D – RFP Particulars (the “Deliverables”).

PHYSIOTHERAPY SERVICES
It is the intent of the Regional Municipality of Niagara (the Region) to participate in the Physiotherapy Services Funding Program provided by the Ministry of Health and Long-Term Care (MOHLTC). Physiotherapy Services are required for the Region’s (8) Long-Term Care Homes located throughout the Region of Niagara. Award and continuation of this physiotherapy service as described herein is dependent upon the MOHLTC Physiotherapy Funding and the Physiotherapy Convalescent Care Subsidy Funding. Terms of payment will be governed under the direction as outlined by the MOHLTC. Niagara Region will not incur any cost with respect to the provision of physiotherapy treatment to residents.

Introduction to the Region

The Community Services Department, Senior Services Division of the Regional Municipality of Niagara operates eight (8) Long Term Care (LTC) Homes located throughout the Niagara Region with a total of 957 beds. As part of the 957 beds Seniors Services operates the T. Roy Adams Dementia Care Centre (17 beds) a designated Behavioural Support Unit (BSU) under the LTCH Act and a 20 bed convalescent care program.

Background

The Seniors Services division of the Regional Municipality of Niagara operates eight (8) long-term care homes across Niagara. The long-term care homes range in size from thirty-nine (39) beds to two-hundred and forty-eight (248) beds. Specialized services offered through the long-term care programs include the T. Roy Adams Dementia Care Centre (17 beds), a convalescent care program (20 beds) and respite beds located at various homes.

The Region employs rehabilitation workers assigned to all eight homes. These employees are physiotherapy / occupational therapy assistants or kinesiologists, responsible to carry out the prescribed resident-focused care plan. The following chart shows the (8) long-term care homes, addresses, number of beds and total hours provided by the Region’s rehabilitation staff.
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

<table>
<thead>
<tr>
<th>Long-Term Care Home</th>
<th>Location</th>
<th>Number of Beds</th>
<th>Rehabilitation Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Park Villa</td>
<td>150 Central Avenue, Grimsby</td>
<td>39</td>
<td>20 hours/week</td>
</tr>
<tr>
<td>Gilmore Lodge</td>
<td>50 Gilmore Road, Fort Erie</td>
<td>80</td>
<td>24 hours/week</td>
</tr>
<tr>
<td>Upper Canada Lodge</td>
<td>272 Wellington Street, Niagara-on-the-Lake</td>
<td>80</td>
<td>24 hours/week</td>
</tr>
<tr>
<td>Linhaven - LTC</td>
<td>403 Ontario Street, St. Catharines</td>
<td>228</td>
<td>80 hours/week</td>
</tr>
<tr>
<td>Linhaven - CCP</td>
<td>403 Ontario Street, St. Catharines</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Northland Pointe</td>
<td>2 Fielden Avenue, Port Colborne</td>
<td>150</td>
<td>56 hours/week</td>
</tr>
<tr>
<td>Rapelje Lodge</td>
<td>277 Plymouth Street, Welland</td>
<td>120</td>
<td>60 hours/week</td>
</tr>
<tr>
<td>Meadows of Dorchester</td>
<td>6623 Kalar Road, Niagara Falls</td>
<td>120</td>
<td>56 hours/week</td>
</tr>
<tr>
<td>Woodlands of Sunset</td>
<td>920 Pelham Street, Welland</td>
<td>120</td>
<td>60 hour/week</td>
</tr>
</tbody>
</table>

**Region Not Employer**

The Proponent agrees that the Region is not to be understood as the employer to the Successful Proponent nor to the Successful Proponent’s personnel or staff for any work, services or supply of any products or materials that may be awarded as a result of this Proposal. It is understood that the Successful Proponent will act as an independent contractor.

Please refer to Appendix D – RFP Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the proponent must satisfy if selected to enter into a contract for the Deliverables.

1.2 **Niagara Region’s Procurement Bylaw**

Niagara Region’s procurement processes are governed by its [Procurement By-Law No. 02-2016](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (“Niagara Region’s By-law”). It is the proponent’s responsibility to become familiar with and comply with Niagara Region’s By-law.

If the terms of the RFP are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFP will prevail.

1.3 **Niagara Region Contact**

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

**Lesley Monette**  
905-980-6000 x3315  
lesley.monette@niagararegion.ca
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

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

1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code, Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.5 Contract for Deliverables

The selected proponent will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity. The term of the Contract is to be for a period of 3 years, with an option in favour of Niagara Region to extend the Contract on the same terms and conditions for two additional one year terms.

1.6 RFP Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>Wednesday October 18, 2017</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Noon, Wednesday, November 8, 2017</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>November 10, 2017</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>2:00 pm Tuesday November 14, 2017</td>
</tr>
<tr>
<td>Public Opening</td>
<td>2:15 pm November 14, 2017</td>
</tr>
<tr>
<td>Anticipated Date for Entering Contract</td>
<td>January 8, 2018</td>
</tr>
</tbody>
</table>
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

The RFP timetable is tentative only, and may be changed by Niagara Region at any time.

1.7 Proponent Meeting

Not Applicable

1.8 Proposal Submission

1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7

1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region 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. 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 Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services’ designated clock and actual time.

1.8.3 Proposals Must Be Submitted in Prescribed Format

Proponents must submit 4 hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. One (1) hard copy shall be labelled “Master”.

The hard copies of the Pricing Form (Appendix C) and any other information in respect of pricing must be included with the proposal and enclosed in the same envelope.

Proponents must also include in the sealed package one (1) electronic copy of their proposal saved on a USB key. 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.
1.8.4 Proposal Submission Content

Proponents must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFP Particulars. Other than inserting the information requested, a proponent may not make any changes to any of the required forms included in this RFP. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified. Irregularities in proposal submissions will be addressed in accordance with Appendix F – Bid Irregularities.

Company Information

The Service Provider must identify the individual who is primarily responsible for this RFP and who will be the main contact person for regularly scheduled meetings.

If the Service Provider is a corporation, partnership, consortium, sole proprietorship or joint venture, please state the Service Provider’s legal name and any other names under which they carry on business.

Resident Services

Physiotherapy Services - Describe your program for ensuring timely resident assessments, thorough resident care plans, a robust rehabilitation program for residents and an effective and productive collaboration between the physiotherapists and the Region’s rehabilitation workers.

Describe how your organization determines the level of physiotherapy services required to meet resident needs.

Describe how your organization keeps family members aware of the physiotherapy services you are delivering and describe how you respond to their inquiries.

Describe your process for providing continuity / consistency in staffing to meet the needs of residents served.

Describe how your organization ensures compliance with all associated health information privacy and confidentiality legislation.

Outline your risk management program and how risk issues and incidents are communicated to the Administrator.

Please list the equipment that your organization will provide for the home.

Human Resources

Provide a human resources inventory for the staff that will be assigned to the homes:

1. Number of staff / home

2. Level of training
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3. Years of experience in long-term care

4. Specialty training

Describe how your organization supports its staff in the performance of their jobs

Note: Failure to provide certifications (upon request) will result in disqualification of the proponent’s document.

Copy of current certifications for:

- The College of Physiotherapists of Ontario
- Record of Tuberculin Clearance
- Record of Influenza Immunization
- Completion of a Vulnerable Sector Police Clearance prior to beginning with the Region
- ADP authorization certification is preferred for equipment

Organization

Include a copy of your mission statement and philosophy of service delivery.

Provide a letter of good standing from the Workplace Safety and Insurance Board (WSIB)

Provide a list of reportable incidents that have occurred during the provision of service in the last 5 years.

Proposals should also include the suggested proposal content for evaluation described in Section D of Appendix D – RFP Particulars. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

Please address the requirements as specified in Appendix D in your proposal submission in the order that they are outlined – Using the same subheadings and numerical system.

1.8.5 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 RFP 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 of the proposal the amendment is intended to amend or replace.

1.8.6 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the Niagara Region Contact and must be
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

signed by an authorized representative of the proponent. Withdrawn proposals will be returned unopened to the proponent.

1.8.7 Proposals Irrevocable after Submission Deadline
Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]
Part 2 – Evaluation and Ranking

2.1 Stages of Proposal Evaluation
Niagara Region will conduct the evaluation and ranking process in accordance with the stages set out below.

2.2 Stage I – Mandatory Requirements
Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFP Particulars.

2.3 Stage II – Rated Criteria
In Stage II, Niagara Region will evaluate each compliant proposal on the basis of the rated criteria set out in Section D of Appendix D – RFP Particulars.

2.4 Stage III – Presentation/Interview
After completion of Stage III, Niagara Region intends to invite short-listed proponents, having achieved the Benchmark, to give an oral presentation/interview in support. No proponent is guaranteed an oral presentation or interview. Questions will be posed to each proponent, as they arise, during and after each presentation. Regional staff will grade these presentations/interviews and these grades will be used, in part, to score the proponent’s proposal. The dedicated consultant and other key team members shall deliver the presentation. Niagara Region shall notify each proponent outlining the details (time, location etc.) of the presentation which are currently anticipated to occur the week of November, 27 2017.

2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent
After the completion of Stage III, proponents will be ranked in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars. Subject to the reserved rights of Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]
Part 3 – Terms and Conditions of the RFP Process

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal
All of the provisions of this RFP 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 to the terms as set out in this RFP, including the terms of the Contract 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 RFP, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions and Submit Only Requested Information
Proponents should structure their proposals in accordance with the instructions in this RFP. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that proponents have not been requested to submit.

3.1.3 Proposals in English
All proposals are to be in English only.

3.1.4 Information in RFP Only an Estimate
Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP 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 RFP.

3.1.5 Examination of Site
Not applicable.

3.1.6 Proponents Shall Bear Their Own Costs
The proponent shall bear all costs associated with or incurred in the preparation and submission of its proposal.

3.1.7 Proposal to Be Retained by Niagara Region
Except as otherwise provided in this RFP, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1.8 Trade Agreements
Proponent(s) should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract
Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP
Proponents shall promptly examine all of the documents comprising this RFP, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information
to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact’s email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda
This RFP may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Niagara Region. In the Form of Proposal (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
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3.2.3 Post-Deadline Addenda and Extension of Submission Deadline
If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement
When evaluating proposals, Niagara Region 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 Niagara Region shall, if accepted by Niagara Region, form an integral part of that proponent’s proposal.

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Proponent and Finalization of Contract
Notice of selection by Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form attached as Appendix A to this RFP and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

3.3.2 Failure to Enter into Contract
In addition to all other remedies available to Niagara Region, if a selected proponent fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and either proceed with the selection of another proponent or cancel the RFP process.

3.3.3 Notification to Other Proponents
Once the Contract is entered into by Niagara Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.4 Debriefing
Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.
3.3.5 Proposal Dispute Resolution Procedure

If a proponent wishes to challenge the RFP process, the proponent must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within 7 days from notification of the outcome of the RFP process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

(a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the proponent to explain the RFP process that led to the selection of the successful proponent.

(b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.

(c) Should the proponent continue to have concerns about the RFP process and is not satisfied with the decision, the proponent may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the proponent and Niagara Region.

(d) The recommended mediator will be approved by both the proponent and Niagara Region.

(e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.

(f) Costs for the mediator shall be equally shared by Niagara Region and the proponent.

(g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

limited to (i) having, or having access to, confidential information of Niagara Region 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 RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, 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.

For the purposes of section (a) (i) above, proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a proposal if the supplier participated in the preparation of the RFP, and any such proposal submitted will be disqualified.

3.4.2 Disqualification for Prohibited Conduct

Niagara Region may disqualify a proponent or terminate the Contract if, in the sole and absolute determination of Niagara Region, the proponent has engaged in any conduct prohibited by this RFP or Niagara Region’s By-law.

3.4.3 Prohibited Proponent Communications

A proponent shall 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 Form of Proposal (Appendix B).

3.4.4 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the Niagara Region Contact.

3.4.5 No Lobbying

A proponent, including any agent or representative of a proponent, may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

or other lobbying whatsoever to advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

In accordance with Niagara Region’s Procurement By-law:

(a) “Lobbying” means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.

(b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region’s staff and anyone involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.

(c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent’s right to continue in the procurement process.

(d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.

(e) Elected officials shall refer any inquiries about a procurement process to Niagara Region’s Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall 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 Niagara Region, 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 RFP.

3.4.7 Past Performance or Past Conduct

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other
3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region
All information provided by or obtained from Niagara Region in any form in connection with this RFP either before or after the issuance of this RFP

(a) is the sole property of Niagara Region and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFP and the performance of the Contract;
(c) must not be disclosed without prior written authorization from Niagara Region; and
(d) shall be returned by the proponents to Niagara Region immediately upon the request of Niagara Region.

3.5.2 Confidential Information of Proponent
Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (“MFIPPA”). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed 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 Niagara Region to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Niagara Region Contact.

3.6 Reserved Rights, Limitation of Liability and Governing Law

3.6.1 Reserved Rights of Niagara Region
Niagara Region reserves the right to

(a) make public the names of any or all proponents;
(b) 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;
(c) assess a proponent’s proposal on the basis of
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

(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);

(ii) information provided by references;

(iii) the proponent’s past performance under previous contracts with Niagara Region;

(iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or

(v) other relevant information that arises during this RFP process;

(d) waive formalities and accept proposals that substantially comply with the requirements of this RFP;

(e) verify with any proponent or with a third party any information set out in a proposal;

(f) check references other than those provided by any proponent;

(g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;

(h) disqualify any proponent who has engaged in conduct prohibited by this RFP;

(i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

(j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;

(k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;

(l) cancel this RFP process at any stage;

(m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;

(n) accept any proposal in whole or in part; or

(o) reject any or all proposals;
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

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 Niagara Region 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 RFP 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 right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region’s decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation
The terms and conditions in this Part 3 – Terms and Conditions of RFP Process

(a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); 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.

[End of Part 3]
Appendix A – Contract Terms and Conditions

The Contract for the Deliverables between the parties in respect of:

Physiotherapy Services

means and is comprised of the following documents, which are collectively referred to as the “Contract”:

(a) the Purchase Order issued by Niagara Region inclusive of the Purchase Order Terms and Conditions found at [www.niagararegion.ca/business];
(b) the 2017-RFP-38 Physiotherapy Services, including any addenda, (the “Solicitation Document”); and
(c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) Commercial General Liability Insurance

Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars ($5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage
- Cross liability and severability of interest
Physiotherapy Services

- Blanket contractual
- Premises and operations
- Personal and advertising injury
- Broad form property damage
- Products and completed operations
- Owner’s and contractors protective
- Non-owned Automobile to a limit of not less than two million dollars ($2,000,000)
- The policy shall not contain a sexual abuse and molestation exclusion for the Successful Proponent and shall provide a limit of liability for this coverage of not less than TWO MILLION DOLLARS ($2,000,000.00).

The policy shall be endorsed to:

- Include Niagara Region as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

(b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars ($2,000,000).

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

(c) Additional Insurance Requirements

1) Professional/Errors and Omissions Liability (OPTIONAL)
   a) Errors and Omissions insurance insuring the Supplier in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim.
   b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract, the Supplier shall provide Niagara Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

The Contract for Deliverables will be the Niagara Region Form of Agreement as follows:
APPENDIX A – CONTRACT TERMS AND CONDITIONS

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT made this xx, day of xxxx, 2017.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF NIAGARA
(hein referred to as “Niagara Region”)

-and-

(hein referred to as the “Service Provider”)

WHEREAS Niagara Region issued Request for Proposal 2017-RFP-38 respecting the subject matter of this agreement and the Service Provider submitted a Proposal in response to Niagara Region’s request;

AND WHEREAS Niagara Region wishes to retain the Service Provider to perform the Services, as set out in Schedule “A”, “B”, and “C” attached hereto and the Service Provider has agreed to perform such Services in accordance with the terms and conditions as set forth herein;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "Agreement" means this Agreement and all schedules attached hereto and all amendments made hereto and thereto by written agreement between the Parties;

(b) "Clarifications" means:

a. Specific identified terms, if any, within the Proposal that are inconsistent with the terms of the Request for Proposal and which, notwithstanding the normal precedence given the terms contained in the Request for Proposal pursuant to section 1.2 of this Agreement, Niagara Region has agreed will have priority over the conflicting provision within the Proposal;

b. Terms negotiated in accordance with the negotiation provisions of the Request for Proposal and not otherwise set forth in the Request for Proposal or Proposal,

All of which are more particularly set forth in Schedule “C” attached hereto;
APPENDIX A – CONTRACT TERMS AND CONDITIONS

(c) "Parties" means all the Parties to this Agreement and "Party" refers to anyone of them;

(d) “Proposal” means an offer or submission from a Proponent in response to a Request For Proposal which is subject to acceptance or rejection by Niagara Regional Municipality of Niagara, which is attached hereto as Schedule “B”;

(e) “Request for Proposal” means Request for Proposal Document # 2017-RFP-38 a copy of which is attached hereto as Schedule “A”; and

(f) "Services" means those Services identified by the combination of Schedules "A" and “B” as modified by Schedule “C” to be provided by the Service Provider to and for the benefit of Niagara Region.

1.2 Schedules

(a) Schedules refers to Schedules "A", “B”, and “C” and any work schedules provided by the authorized or designated Region representative and includes all the terms, specifications and standards of the work, including the manner in which it is to be completed.

(b) In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
   a. this Agreement excluding the Schedules;
   b. Schedule “C”
   c. Schedule “A”;
   d. Schedule “B”

ARTICLE 2 – PROVISION OF THE SERVICES

2.1 The Services

During the Term of this Agreement, the Service Provider shall:

provide the Services, as more particularly described in this Agreement and Schedule “A”, “B” and “C”, attached hereto;

(a) perform such duties using its best efforts and in accordance with the highest professional standards and employing the skill and competence expected of an Service Provider providing similar services;

(b) promptly comply with all reasonable requests, instructions, directions and rules of Niagara Region;
APPENDIX A – CONTRACT TERMS AND CONDITIONS

(c) provide such other services and advice as may be reasonably be requested by
Niagara Region.

2.2 Qualifications

The Service Provider providing Services pursuant to this Agreement shall:

(a) be familiar with all relevant policies of Niagara Region related to the responsibilities
under this Agreement, copies of which are available on Niagara Region’s internal
database, and perform all services and responsibilities under this Agreement in
compliance with said policies;

(b) provide service and financial information related to the services described in the
schedules attached to this agreement;

(c) Maintain all any skills, qualifications, and experience which the Service Provider
represented in its Bid that it possessed;

(d) To the extent the skills, qualifications and experience which the Service Provider
refers to in its Bid are based on the skills, qualifications and experience of particular
employees, agents or subcontractors identified in the Bid or Clarifications, Service
Provider shall ensure that those employees, agents or subcontractors are engaged
in the Services to the extent so represented;

(e) In the event any employees, agents or subcontractors referred to in subparagraph
2.2 (d) of this Agreement, cease to be available to the Service Provider, the Service
Provider shall ensure equally qualified employees, agents or subcontractors are, in
a timely manner, made available to complete the Services or those parts of the
Services attributable to that person and further ensure any such substitutes have
been approved by Niagara Region, acting reasonably, in advance of being involved
in provision of the Services.

2.3 Term of Agreement

This Agreement shall be effective as of the date of execution of this Agreement by both Parties
and shall remain in effect for the period specified in the Request for Proposal or Clarifications as
applicable, unless terminated at an earlier date in accordance with Section 2.4 or otherwise (the
“Term”). During the Term, the Service Provider shall provide the Services on behalf of Niagara
Region as per the terms and conditions specified herein.

2.4 Termination

(a) Upon giving the Service Provider not less than thirty (30) days’ prior written notice,
Niagara Region may, at any time and without cause, cancel this Agreement, in
whole or in part. In the event of such cancellation, Niagara Region shall not incur
any liability to the Service Provider apart from the payment for the goods, material,
articles, equipment, work or services that have been satisfactorily delivered or
performed by the Service Provider at the time of cancellation.
(b) Failure of the Service Provider to perform its obligations under the Agreement shall entitle Niagara Region to terminate this Agreement upon ten (10) days’ written notice to the Service Provider, if a breach which is remediable is not rectified at that time. In the event of such termination, Niagara Region shall not incur any liability to the Service Provider apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Service Provider at the time of termination.

(c) All rights and remedies of Niagara Region for any breach of the Service Provider’s obligations under this Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and shall not be deemed to be in exclusion of any other rights or remedies available to Niagara Region under the Contract or otherwise at law.

(d) No delay or omission by Niagara Region in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or any other right or remedy.

2.5 Payment

The Service Provider shall be compensated for the provision of its services under this Agreement as outlined in the Request for Proposal and Proposal as modified by the Clarifications. Niagara Region is not responsible for any additional charges or liabilities in excess of its Agreement to pay the Service Provider as outlined in this section.

2.6 Service Provider an Independent Contractor

Notwithstanding any other provision in this Agreement, the Service Provider agrees and acknowledges that the Services shall be provided by the Service Provider as an independent contractor. Specifically, the Service Provider agrees and acknowledges that:

(a) Neither it nor any of its employees shall not be deemed to be officer, agent, employee or official of Niagara Region;

(b) the Service Provider shall be responsible as an independent contractor for the collection and payment of all taxes, remittances, contributions or levies imposed, charged or required under any law in respect of the Services provided and the fees and disbursements paid pursuant to this Agreement;

(c) Niagara Region is not responsible, either jointly or severally, to fund any remittances, deductions or contributions, including those required by the Canada Revenue Service Provider, Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, Ontario Health Premium administrators or authorities on behalf of the Service Provider or its employees;

(d) neither it nor any of its employees is eligible to participate in any health, insurance, pension, disability or similar plan offered, funded, or contributed to, by or on behalf of Niagara Region;
APPENDIX A – CONTRACT TERMS AND CONDITIONS

(e) it and not Niagara Region, shall respond to and assume responsibility for any employment related claims advanced by the Service Provider or its employees including, but not limited to, those claims arising under any labour relations, employment standards, human rights, occupational health and safety, workers compensation, workplace safety and similar legislation;

(f) Niagara Region is not responsible for any additional charges or liabilities in excess of Niagara Region’s agreement to pay the Service Provider as outlined in section 2.5;

(g) it shall indemnify and hold harmless Niagara Region from all claims, damages, costs incurred by Niagara Region as a result of entering into this Agreement save and except those costs Niagara Region incurs pursuant to section 2.5;

(h) it shall not engage in any activity that places it in an actual, or reasonably perceived conflict of interest relative to its obligations under this Agreement; and

(i) the provisions of this section 2.6 and sections 2.7, 2.8, 2.9, 3.1, 3.5, 3.7 and 3.8 shall survive the expiration or termination of this Agreement.

2.7 Intellectual Property, Privacy and Confidentiality

(a) The Service Provider shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of Niagara Region as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of Niagara Region, and all records thereof which they come into contact with in the course of performing Services or providing Goods to Niagara Region.

(b) For the purposes of this Agreement, Confidential Information of Niagara Region means any non-public proprietary information or technology used by Niagara Region and any materials evidencing same (whether or not marked “Confidential”) including the terms of this Agreement provided the following information shall not be considered confidential: (i) information that is available to the public as of the date of this Agreement; (ii) becomes publicly available through no fault of the Service Provider or its employees; (iii) is already lawfully known to the Service Provider at the time of its receipt; (iv) is available to the Service Provider from a third party who is not under an obligation of confidence with respect to such information; or, (v) is required to be disclosed by a government Service Provider, by court order, or by law. Confidential Information includes Confidential Information of any entity controlling, controlled by, or under common control of Niagara Region.

(c) In the event of the conflict between the exclusions to the meaning of “Confidential Information” described in subparagraph 2.7 (b) of this Agreement and the
requirements of any law described in subsection 2.7(a) of this Agreement, the provisions of the applicable statute shall apply.

(d) The Service Provider shall adhere to the Access to Information/Confidentiality of Information provisions set forth in the Request for Proposal.

(e) The Service Provider, if a member of a recognized and statutorily authorized professional body shall be permitted to retain copies of such confidential information as is required in accordance in professional standards obligations, provided in the event of the conflict between the Service Provider’s obligations under section 2.7(a) of this Agreement and the requirements of any professional body, the provisions of section 2.7(a) shall have precedence.

(f) In the event that the Service Provider is requested pursuant to, or required by applicable law, regulation or legal process to disclose any of the Confidential Information, the Service Provider shall provide Niagara Region with prompt prior written notice of such requirement and will refrain from such disclosure for the maximum period of time allowed by law so that Niagara Region may seek a protective order or other appropriate remedy to protect the confidentiality of the information and/or waive compliance with the terms of this Agreement.

(g) If the Service Provider causes an unauthorized disclosure of Niagara Region’s Confidential Information, the Service Provider shall immediately report the disclosure to Niagara Region and shall assist Niagara Region in limiting the resulting infringement of its rights. The Service Provider shall cooperate in prosecuting any claims against third parties for unauthorized use.

2.8 Insurance

The Service Provider shall ensure the provision of all insurance coverage described and in accordance with the terms of the Request for Proposal.

2.9 Indemnification

The Service Provider shall indemnify and save harmless Niagara Region, 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 Service Provider, its officers, employees, agents and subcontractors, or any of them, attributable to or in connection with the delivery or performance of the Services, except to the extent that same is attributable to or caused by the negligence of Niagara Region, its officers, employees and agents, or any of them. This indemnity shall be in addition to and not in lieu of any insurance or any other indemnity to be provided by the Service Provider in accordance with this Agreement.

2.10 Representations
APPENDIX A – CONTRACT TERMS AND CONDITIONS

The Service Provider represents and warrants that all representations contained in the Proposal concerning the skills, experience and qualifications of the Service Provider were true and accurate at the date the representations were made and remain true and accurate at the date of this Agreement. The Service Provider acknowledges Niagara Region relied upon the Service Provider’s representations contained within the Proposal when choosing to enter into this Agreement with the Service Provider and Niagara Region may suffer damage for which the Service Provider will be held liable if any of those representations are not as stated in this section 2.10.

ARTICLE 3 – GENERAL

3.1 Binding Effect and Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

3.2 Assignment of Agreement

The Service Provider shall not assign or transfer this Agreement without obtaining the prior written consent of Niagara Region, which consent may be withheld by Niagara Region in its sole and absolute discretion.

3.3 Entire Agreement

a) The Agreement including Schedules "A", "B", “C”, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the Parties with respect thereto.

b) The specific reference to or incorporation of terms from the Request for Proposal in particular sections within the body of this Agreement or the recitation of certain but not all sections of the Request for Proposal in the body of this Agreement does not diminish the binding effect of the terms of the Request for Proposal on the parties to this Agreement which are all incorporated by reference, subject to precedence criteria set forth in section 1.2(b) of this Agreement.

c) There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.

3.4 Jurisdiction, Amendments and Waivers

This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to make such waiver.
APPENDIX A – CONTRACT TERMS AND CONDITIONS

to give the same and unless otherwise provided in the written waiver, shall be limited to the specified breach waived.

3.5 Severability

In the event that any provision or term of this Agreement is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.

3.6 Notice

(a) Any notice given or required under this Agreement shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent via facsimile transmission addressed as follows:
   i) In the case of Niagara Region:

   Niagara Regional Municipality of Niagara
   1815 Sir Isaac Brock Way
   Thorold, Ontario
   L2V 4T7
   Attention: Henriette Koning
   Fax: (905) 984-3685

   ii) In the case of the Service Provider:

or to such other address or number of which either party may from time to time notify the other in writing.

(b) If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by facsimile transmission, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.

3.7 Compliance with Laws

The Service Provider shall comply with all laws, rules and regulations applicable to the provision of the Services, including without limitation, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Workplace Safety and Insurance Act, 1997, c.16, the Accessibility for Ontarians with Disabilities Act, 2005, S.O., 2005, c. 11, and all by-laws, policies and procedures of Niagara Region.

3.8 Accessibility Training

Where the Service Provider’s Services are subject to the Accessibility for Ontarians with Disabilities Act, 2005, (the “AODA”), the Service Provider shall comply with the AODA and the Regulations thereunder with regard to the provision of the Services to persons with disabilities and shall ensure the training required under the said AODA and its regulations is provided to the Service Provider’s employees, agents, volunteers or otherwise, and shall further provide to Niagara Region, upon Niagara Region’s request and in a form acceptable
Physiotherapy Services to Niagara Region, documentation evidencing completion of the required accessibility training.

3.9 Signing in Counterparts

The parties agree that the execution of this Agreement may be facilitated through a facsimile copy and/or this Agreement may be executed in several counterparts and any such facsimile copy and any such counterpart shall be deemed to be an original and such facsimile copies or such counterparts together shall constitute one and the same instrument and shall have the same force and effect as an executed original.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized signing officers as of the date first above written.

EXECUTED at __________, Ontario this ______ day of ________________, 2017.

(City/Town)  (Date)  (Month)

Witness:

Name: ________________________________________________

Witness required if Service Provider is Individual

Name: ________________________________________________

Title: ________________________________________________

I/We have the authority to bind the Service Provider.

EXECUTED at Thorold, Ontario this ______ day of ________________, 2017.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _________________________________________________

Name: Henriette Koning

Title: Director, Seniors Services

I have authority to bind the Corporation.
Appendix B – Form of Proposal

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP process and for any clarifications or communication that might be necessary.

<table>
<thead>
<tr>
<th>Full Legal Name of Proponent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Other Relevant Name under Which the Proponent Carries on Business:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, Province/State:</td>
<td></td>
</tr>
<tr>
<td>Postal Code:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Company Website (If Any):</td>
<td></td>
</tr>
<tr>
<td>Proponent Contact Person and Title:</td>
<td></td>
</tr>
<tr>
<td>Proponent Contact Phone:</td>
<td></td>
</tr>
<tr>
<td>Proponent Contact Facsimile:</td>
<td></td>
</tr>
<tr>
<td>Proponent Contact E-mail:</td>
<td></td>
</tr>
</tbody>
</table>

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Appendix C.

4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.
5. Conflict of Interest

The proponent has considered the definition of “Conflict of Interest” in Section 3.4 of the RFP and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of 90 days following the Submission Deadline.

8. Enter into Contract

The proponent agrees that in the event its proposal is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFP in accordance with the terms of this RFP.

9. Addenda

The proponent is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains 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 completing the statement below:
APPENDIX B – FORM OF PROPOSAL

The proponent has received addendum/addenda numbers _____ to _____, inclusive, and all changes specified therein have been included in the proponent’s pricing.

Proponents who fail to complete this section will be deemed to have received all issued addenda.

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

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC
Appendix C – Response Form

1. Instructions on How to Complete Response Form

PHYSIOTHERAPY SERVICES
Please indicate the physiotherapy staff and program that you are able to provide with the MOHLTC Physiotherapy Funding as detailed in the Long-Term Care Home Physiotherapy Funding Policy and in accordance with the Long-Term Care Homes Act and the Regulations under the Act. Please note that the rehab staff hours listed in the chart below reference the rehab services provided by the Rehab Workers that are part of the CUPE 1263 bargaining unit at the Niagara Region long-term care homes.

<table>
<thead>
<tr>
<th>Niagara Region long-term care home</th>
<th>location</th>
<th>number of beds</th>
<th>Rehab. staff (hours / week)</th>
<th>Proposed Physio Staff (Hours / Week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Park Villa</td>
<td>150 Central Avenue, Grimsby</td>
<td>39</td>
<td>20 hours/week</td>
<td></td>
</tr>
<tr>
<td>Gilmore Lodge</td>
<td>50 Gilmore Road, Fort Erie</td>
<td>80</td>
<td>24 hours/week</td>
<td></td>
</tr>
<tr>
<td>Upper Canada Lodge</td>
<td>272 Wellington Street, Niagara-on-the-Lake</td>
<td>80</td>
<td>24 hours/week</td>
<td></td>
</tr>
<tr>
<td>Linhaven – long-term care</td>
<td>403 Ontario Street, St. Catharines</td>
<td>228</td>
<td>80 hours/week</td>
<td></td>
</tr>
<tr>
<td>Linhaven – Convalescent Care Program</td>
<td>403 Ontario Street, St. Catharines</td>
<td>20</td>
<td>0 hours / week</td>
<td></td>
</tr>
<tr>
<td>Northland Pointe</td>
<td>2 Fielden Avenue, Port Colborne</td>
<td>150</td>
<td>56 hours/week</td>
<td></td>
</tr>
<tr>
<td>Rapelje Lodge</td>
<td>277 Plymouth Street, Welland</td>
<td>120</td>
<td>60 hours/week</td>
<td></td>
</tr>
<tr>
<td>Meadows of Dorchester</td>
<td>6623 Kalar Road, Niagara Falls</td>
<td>120</td>
<td>56 hours/week</td>
<td></td>
</tr>
<tr>
<td>Woodlands of Sunset</td>
<td>920 Pelham Street, Welland</td>
<td>120</td>
<td>60 hour/week</td>
<td></td>
</tr>
</tbody>
</table>
Appendix D – RFP Particulars

A. The Deliverables

Services to be delivered:

Physiotherapy
The Physiotherapy services are funded through the LTCH Physiotherapy Funding Policy

General Accountabilities
The Physiotherapy services within the scope of this contract are limited to the funded physiotherapy services:

(i) Assessment, diagnosis and treatment(s) provided to improve, develop or restore physical functional and / or to promote mobility and / or to prevent a decline in functional / clinical status when that function and / or mobility and/ or clinical status has been lost or impaired or is at increased risk of decline as a result of de-conditioning, disease, pain, injury or surgical procedure.

(ii) The following activities when such activities are related to the provision of resident care: charting, case conferences, program development, staff education, coordination and collaboration with other professionals, and discharge and transition planning.

Physiotherapy services must be provided in accordance with a resident’s plan of care and assessed need for an episode of care and be of a level of complexity that requires the clinical knowledge, skills or judgement of a physiotherapist to perform and / or direct and supervise a Rehabilitation Worker (staff members of the long-term care homes who work under the direction of the Physiotherapist and under the joint supervision of the Physiotherapist and the Program Manager) to perform which Rehabilitation Worker has been assigned the performance of the services in accordance with the applicable College of Physiotherapists of Ontario standards of professional practice. All Rehabilitation Workers who are staff of the long-term care homes have met the training requirements set out in s. 61(2) of the Regulations under the LTCH Act.

The Physiotherapy services must be provided on a one-to-one basis to any resident:

(i) Who is assessed as requiring physiotherapy

(ii) Whose plan of care sets out the physiotherapy services to be provided to the resident and

(iii) Whose plan of care sets out the therapeutic goals that these physiotherapy are intended to achieve and includes directions to staff and others relating to these services including frequency, intensity and duration of services required to achieve predetermined milestones or goals of care
APPENDIX D – RFP PARTICULARS

Reporting Requirements:
To address reporting requirements for the annual LTCH Staffing Report the following information must be provided:

- Primary condition for which Physiotherapy was provided
- Number of unique residents receiving Physiotherapy
- Number of Physiotherapy episodes of care delivered
- Number of Physiotherapy minutes the resident received for the primary condition
- What is the primary Physiotherapy goal / outcomes
- Was the primary Physiotherapy goal / outcome achieved

Any additional reporting or tracking requirements of the Licensees with respect to Physiotherapy in LTC homes by the HNHB LHIN and any additional reporting or tracking requirements with respect to Physiotherapy in LTC homes that may arise during the life of the contract.

Service Provider Information

a. The Service Provider, its staff, agents and subcontractors shall comply with the policies and procedures of the Homes as amended from time to time.

b. Staff must be able to function efficiently using the Point Click Care electronic documentation system.

c. The Service Provider must provide evidence that professional staff is hired who meet the appropriate standards for levels of training and professional designation as contained in the relevant legislation. Physiotherapists must be registered and maintain registration with the College of Physiotherapists of Ontario. Physiotherapists must have experience working with the elderly and/or in long-term care.

d. Service Providers must deliver all procedures in accordance with the standards established by the College of Physiotherapists of Ontario as applicable. Service Providers are expected to adapt their practice to reflect the changing needs of Regional Homes and to adhere to any standardized care plans and/or care paths as developed by the Region in the future. Service Providers must meet the requirements as set out in the Long Term Care Homes (LTC) Act 2007 and the expectations as outlined by the Ministry of Health and Long Term Care

e. The Service Provider shall at all times throughout the term of this Agreement ensure that the changes in staff provided to each Home are kept to a minimum in order to establish continuity of care for the residents. The Service Provider shall ensure that if a Physiotherapist assigned to a home is absent that a replacement Physiotherapist is available to ensure continued service provision.

f. In the event of an entire facility outbreak, as designated by the Medical Officer of Health, the Service Provider shall cease providing Physiotherapy Services until Public Health declares that the outbreak is cleared. Depending on the nature of the outbreak, the Service Provider may be able to provide Physiotherapy Services in one or parts of a Home, subject to the approval of the Director of Care or designate of that Home. The Region assumes no liability with respect to the Service Provider’s lost revenue or any other claims or expenses related to an outbreak.
APPENDIX D – RFP PARTICULARS

g. All hires must complete mandatory training prior to first day in the home as per the LTC Homes Act 2007.

h. All service providers shall participate in annual training as required under the LTC Homes Act 2007.

i. Therapeutic equipment and supplies to be provided at each site; including but not limited to exercise balls, tall walkers, sit-to-stand trainers, assessment and diagnostic equipment. Equipment supplied by service provider will remain their property and responsibility for maintenance, cleaning and repair.

Qualifications and Service Requirements for Physiotherapists

1. Work in collaboration and consultation with the interdisciplinary team, including staff, attending physicians, other therapists, equipment vendors.
2. Respond to referrals for service on the next visit to the facility.
3. Complete initial physiotherapy admission assessment for every new resident on next business day.
4. Provide physiotherapy assessment and treatment to all residents referred for service.
5. Provide direction (written and/or verbal) and support to the Rehabilitation Workers employed by the Region.
2. Maintain accessibility by phone for consultation between the hours of 0830 to 1630, 5 days a week with the exception of statutory holidays.
3. Ensure accessibility in emergency situations to confer by phone or through an on-site visit.
4. Consult with interdisciplinary team to assist in meeting restorative care expectations under the RAI-MDS program.
5. Attend inter-professional team conferences as required (post-admission, annual and on change of condition) and interdisciplinary rounds. Provide documentation for conferences as required.
6. Document in resident clinical record, including assessments, develop care plans and progress notes according to professional standards and Regional policies and procedures, MOHLTC expectations. Complete documentation required for RAI-MDS including RAPS, time of service provided, etc.

Reporting, Monitoring, Evaluation

Meetings: Meetings will be held monthly for the first three months between the Service Provider and the liaison(s) from the Corporation. Subsequently, quarterly meetings will be held to review program etc. Managers in the home will hold regular meetings with the Service Providers on site as required.

Reporting:
Each physiotherapist providing service at the home will discuss any concerns and share reports directly with the Resident and Community Program Manager within each home or another manager as required.
APPENDIX D – RFP PARTICULARS

The service lead physiotherapist will advise the administrator liaison of any changes in staffing in advance so that orientation can be accommodated.
The Service Provider will report to the programs manager in the home in advance when vacation is expected and identify coverage being provided.
The Service Provider will on a monthly basis present each home with any information that is required by the MOHLTC.

Monitoring
Every physiotherapist will advise the resident care team and the program manager within the home when:
a) The physiotherapist is unable to respond to a request for service within the next visit date,
b) A resident refuses to receive physiotherapy services,
c) A resident exhibits responsive behaviours,
d) A resident experiences a critical incident as defined by the Ministry. The physiotherapist will advise the manager of any concerns, issues related to the therapy team and/or for special issues related to an individual resident needs.
The service lead will provide guidance to any home as required.

Evaluation
The Service Provider shall provide the Administrator liaison and/or Homes Manager with the results of a continuous quality improvement process on a quarterly basis. This would include a process in which structures, processes and outcomes of service are monitored and evaluated on a regular basis. Where results indicate improvements are necessary, these are implemented and evaluated. The objective of Continuous Quality Improvement is to ensure quality of service delivery to the end client, the resident.

Billing & Payment for Services

Physiotherapy Services

a) Payment for services will be made as directed by the MOHLTC
b) The Service Provider is responsible for all administrative and other activity relating to billing as set out by the MOHLTC.
c) The Region assumes no liability for the costs of any services provided to residents or anyone else.
d) Service providers should note that the memorandum of understanding between the Service provider, The Region and the Ministry of Health and Long-Term Care includes a maximum amount that can be billed with this program in any given year.
   Payment will be made according to the regulations as outlined by the Ministry of Health and Long-Term Care.

B. Material Disclosures

Eight unique sites – variable home sizes.
Physiotherapy Services:
Deer Park Villa – 39 ltc beds and 1 interim bed
Upper Canada Lodge – 80 beds
Gilmore Lodge – 80 beds
Meadows of Dorchester – 120 ltc beds and 1 interim bed
Rapelje Lodge – 120 ltc beds
Woodlands of Sunset – 120 ltc beds and 1 interim bed
Northland Pointe – 150 ltc beds and 1 interim bed
Linhaven – 248 ltc beds (the 248 ltc beds are inclusive of the following specialty programs)
  • T. Roy Adams, Behavioural Support Unit – 17 beds
  • Convalescent Care Program – 20 beds

C. Mandatory Requirements

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

2. Response Form (Appendix C)
Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Proposal Security
Not required

4. AODA Standards of Accessibility Compliance
Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region’s website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
D. Rated Criteria

1. Summary of Rated Criteria

The following is a summary of the rated criteria and weightings for the evaluation of proposals. If a minimum threshold is identified, proponents who do not meet the minimum threshold score will not proceed to the next stage of the evaluation process.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Service Provision</strong></td>
<td>20%</td>
</tr>
<tr>
<td>- Physiotherapy Program – what makes this physiotherapy program exceptional (assessment, individual services)</td>
<td></td>
</tr>
<tr>
<td>- Proposed strategy for working in collaboration with Niagara Region Rehab Workers</td>
<td></td>
</tr>
<tr>
<td>- Quality Improvement Program</td>
<td></td>
</tr>
<tr>
<td>- Safety Program</td>
<td></td>
</tr>
<tr>
<td><strong>2. Customer Service</strong></td>
<td>20%</td>
</tr>
<tr>
<td>- How Program will be Delivered</td>
<td></td>
</tr>
<tr>
<td>- Timelines of Program Delivery</td>
<td></td>
</tr>
<tr>
<td>- Response Protocol to Customer Complaints</td>
<td></td>
</tr>
<tr>
<td><strong>3. Qualifications</strong></td>
<td>5%</td>
</tr>
<tr>
<td>- Proof of Qualifications/Insurance</td>
<td></td>
</tr>
<tr>
<td>- Qualifications of Staff</td>
<td></td>
</tr>
<tr>
<td>- References minimum of 3 you are currently providing service to with approximate same size of area/municipality</td>
<td></td>
</tr>
<tr>
<td><strong>4. Experience in Providing Physiotherapy Services in LTC including for a CCP program and a BSU</strong></td>
<td>10%</td>
</tr>
<tr>
<td>- Describe Work Related Experience</td>
<td></td>
</tr>
<tr>
<td><strong>5. Other Services</strong></td>
<td>5%</td>
</tr>
<tr>
<td>- Niagara Region Staff Education</td>
<td></td>
</tr>
<tr>
<td><strong>6. Value for Money Allocation of the MOHLTC Physiotherapy Funding</strong></td>
<td>20%</td>
</tr>
</tbody>
</table>

Subtotal 80%

BENCHMARK (Equal to or greater than 56/80 to proceed to presentation)
APPENDIX D – RFP PARTICULARS

<table>
<thead>
<tr>
<th>Presentation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation to be completed by the dedicated team members assigned to the Niagara Region.</td>
<td>20%</td>
</tr>
<tr>
<td>Overview of Physiotherapy Program: Please provide a brief description of:</td>
<td></td>
</tr>
<tr>
<td>• How Physiotherapy program meets MOHLTC requirements</td>
<td></td>
</tr>
<tr>
<td>• How Physiotherapy program is offered in line with a Resident and Family Centered Care approach.</td>
<td></td>
</tr>
<tr>
<td>• What and how risks will be mitigated</td>
<td></td>
</tr>
<tr>
<td>• How issues / concerns will be addressed</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

E. Evaluation and Ranking Method

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria.

proponent's total score = total points for rated criteria + presentation points

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Description</th>
<th>Numeric Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fail</td>
<td>Requirement is not met or is not acceptable.</td>
<td>0</td>
</tr>
<tr>
<td>Poor</td>
<td>Minimally addresses the component, but one or more major considerations of the component are not addressed.</td>
<td>1 - 3</td>
</tr>
<tr>
<td>Fair</td>
<td>The response addresses some aspects of the component, but minor considerations may not be addressed.</td>
<td>4 - 6</td>
</tr>
<tr>
<td>Good</td>
<td>The response addresses the component and provides a reasonably good quality solution.</td>
<td>7</td>
</tr>
<tr>
<td>Very Good</td>
<td>There is a high degree of confidence in the proponent’s response as a proposed solution to address the component.</td>
<td>8 - 9</td>
</tr>
<tr>
<td>Exceptional</td>
<td>The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.</td>
<td>10</td>
</tr>
</tbody>
</table>
Appendix E – Conditions of Award

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

1. **Certificate of Insurance**
   The selected proponent must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region’s form of Certificate of Insurance, which can be found on Niagara Region’s website – [www.niagararegion.ca/business/fpr/cert-insurance.aspx](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx). If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

2. **Workplace Safety and Insurance Board Clearance**
   The selected proponent shall provide:

   (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board (“WSIB”), and has an account in good standing; or
   (b) A Letter of Good Standing issued by WSIB.

   If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

   (a) An Exemption Letter from WSIB, satisfactory to Niagara Region’s Director of Legal and Court Services;
   (b) An Independent Operators Status Certificate issued by WSIB; or
   (c) Such further and other evidence as may be satisfactory to Niagara Region’s Director of Legal and Court Services.

   In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify Niagara Region and its respective elected...
APPENDIX E – CONDITIONS OF AWARD

officials, directors, officers, agents, employees, and volunteers, successors and assigns
for all losses, claims, expenses (including reasonable legal fees) or other charges related
to the selected bidder’s status with WSIB.

3. **Vulnerable Sector Police Clearance**
   
   This will be required of the Successful Proponent.
**Appendix F – Bid Irregularities**

NOTE: In this Appendix, references to “bids” shall be interpreted to mean “proposals” and references to “bidders” shall be interpreted to mean “proponents”.

<table>
<thead>
<tr>
<th>IRREGULARITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Late Bids.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td></td>
<td>Returned unopened to the bidder.</td>
</tr>
<tr>
<td>3. <strong>Insufficient Financial Security</strong></td>
<td></td>
</tr>
<tr>
<td>A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>B) Amount of financial security is insufficient:</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>i. Amount of security is expressed as a percentage of the total bid sum.</td>
<td>Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).</td>
</tr>
<tr>
<td>ii. Amount of security is expressed only as a dollar figure.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>C) i. Name or signature of Supplier is missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>ii. Seal of Supplier is missing or incomplete.</td>
<td>Two (2) working days* to obtain missing or incomplete items.</td>
</tr>
<tr>
<td>D) Name, signature, or seal of bonding company is missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>E) Failure to provide a letter of agreement to bond (if required).</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>4. <strong>Bid Document – execution</strong></td>
<td></td>
</tr>
<tr>
<td>A) Bids completed in erasable medium.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.</td>
<td>Automatic rejection.</td>
</tr>
</tbody>
</table>
### IRREGULARITY RESPONSE

<table>
<thead>
<tr>
<th>IRREGULARITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.</td>
<td>Two (2) working days* to obtain original signature.</td>
</tr>
<tr>
<td>C) Form of Proposal missing or incomplete.</td>
<td>Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.</td>
</tr>
<tr>
<td>D) Form of Quotation or Tender missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>E) Signature of witness, if required, missing or incomplete.</td>
<td>Two (2) working days* to correct, otherwise automatic rejection.</td>
</tr>
<tr>
<td>F) Date of Bid missing or incomplete.</td>
<td>Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.</td>
</tr>
<tr>
<td>5. Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).</td>
<td>Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.</td>
</tr>
<tr>
<td>6. Document, in which all necessary Addenda have not been acknowledged.</td>
<td>Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.</td>
</tr>
<tr>
<td>7. Failure to attend mandatory site visit (if required).</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>8. Bid received on documents other than those provided in the Bid Solicitation.</td>
<td>Automatic rejection, unless allowed for in the Bid Solicitation.</td>
</tr>
<tr>
<td>9. Failure to insert the bidder’s business name in the space provided in the Bid Solicitation form.</td>
<td>Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.</td>
</tr>
<tr>
<td>10. Mathematical errors.</td>
<td>Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.</td>
</tr>
<tr>
<td>11. Qualified Bids (Bids qualified or</td>
<td>Automatic rejection</td>
</tr>
</tbody>
</table>
**APPENDIX F – BID IRREGULARITIES**

<table>
<thead>
<tr>
<th>IRREGULARITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>restricted by an attached statement).</td>
<td></td>
</tr>
<tr>
<td><strong>12.</strong> Bids containing minor obvious clerical errors.</td>
<td>Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.</td>
</tr>
<tr>
<td><strong>13.</strong> Any other irregularities.</td>
<td>The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.</td>
</tr>
</tbody>
</table>

**Where “working days” specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity**