



**REQUEST FOR PROPOSAL  
RFP#004-2011**

**EMPLOYEE ASSISTANCE PROGRAM  
For  
Thunder Bay District Health Unit**

The Thunder Bay District Health Unit (TBDHU) invites proposals from firms **To Provide Professional Employee Assistance Program (EAP) Services** for the Thunder Bay District Health Unit. All work will be in accordance with the following general requirements, Scope/Deliverables/Description of Work, and attached Standard Terms and Conditions.

**Submission Requirements**

Submissions will include, but not necessarily be limited to the following:

1. Company Profile
  - A brief history and description of your firm;
  - Number of years providing EAP services;
  - Locations of Provider's offices;
  - List any accreditations.
2. Plan Offerings
  - Provide a complete Scope of Services and provide in detail what is covered by each component identified within the Scope of Work section.
3. Staffing and Qualifications
  - Provide the number of Counselors that will be assigned to the TBDHU;
  - Provide backgrounds on the Counselors (ie. education, credentials, experience etc.);
  - Provide a listing of sub-consultants that will be used, if any.
4. Cost
  - A total cost for the Service, including all deliverables, consumables and any applicable taxes. Pricing shall remain firm for the three year term of the contract. Annual percentage (%) increase shall be stated for the option years.
5. Reporting Capabilities
  - State how often reports will be generated;
  - Provide various options to sort the data in order to provide effective reporting;
  - Assistance with the analysis of reporting to determine trends, identification and prevention of problems etc.;
  - Measurement tools in place for benchmarking employee satisfaction with services provided.
6. Implementation
  - Detail the Implementation Plan, communication, and transitional aspects (as required).

7. Additional Services

- Describe, if any, the seminars or other resources that you will provide as part of the contract to promote wellness to the TBDHU employees.

8. Any other supporting information you may wish to include with your submission.

**INTRODUCTION**

The TBDHU is a public health agency governed by the Board of Health for the District of Thunder Bay. The following provide the Vision, Mission and Values of the TBDHU:

**Vision**

To be leaders in creating healthy communities and healthy environments.

**Mission Statement**

TBDHU is committed to meeting the public health needs of our citizens by delivering accessible programming of the highest standards in protection, prevention and health promotion.

**Core Values**

Dedicated, Responsive, Trustworthy, Healthy, Supportive, and Fun.

**Geographic Locations**

Although the main office is located in the City of Thunder Bay, there are five (5) branch offices throughout the District of Thunder Bay. The following provide the Office locations and the approximate number of employees:

<b>OFFICE</b>	<b>ADDRESS</b>	<b># of EMPLOYEES</b>
Thunder Bay	999 Balmoral St., Thunder Bay, ON	205
Terrace Bay/Schreiber	501 Scotia St., Schreiber, ON**	1
Geraldton/Longac	510 Hogarth Ave. W, Geraldton, ON	3
Marathon/Heron Bay	24 Peninsula Rd., Marathon, ON	3
Nipigon	125 Hogan Rd., Nipigon, ON	5
Manitouwadge	#1 Health Care Court, Manitouwadge, ON	1

The TBDHU currently provides an EAP for its employees and their families. The utilization rate has varied over the years, however, averages around 12%. The current Organization Structure is provided in Appendix 1.

\*\*The TBDHU is in the process of moving its Schreiber branch office to Terrace Bay, ON. It is expected that by the start of this contract (April 1, 2012), the office will be located in Terrace Bay, ON.

**SCOPE OF WORK**

1. Term of Contract

The contract term is for three (3) years commencing April 1, 2012 to March 31, 2015, with an option to renew for two (2) further one year terms, subject to satisfactory performance

and mutually and agreeable terms which are acceptable to the TBDHU. Payment structure will be quarterly, four (4) equal payments per year.

## 2. Counselling Services

It is the responsibility of the EAP Service Provider to supply a comprehensive range of individual (and group-based, where applicable) counselling services to the TBDHU employees and their immediate families.

The EAP Service Provider will be capable of responding to and providing superior guidance with respect to a multitude of issues, including but not limited to the following:

- Money/Debt management
- Grief
- Depression
- Anxiety
- Planning, managing and monitoring home care for seniors and the terminally ill
- Individual therapy
- Psychological counselling
- Therapeutic support groups
- Marital Counselling
- Family Counselling
- Alcohol addiction
- Drug addiction
- Gambling addiction
- Post-traumatic stress
- Pain management
- Adjustment disorders
- Eating disorders
- Spiritual direction
- Trauma and crisis counselling
- Stress Management
- Counselling for Phobias
- Children and adolescents with learning, emotional, and behaviour adjustment difficulties
- Workplace, professional issues and personal development issues
- Psycho Educational assessments (adult or child)
- Relationship counselling
- Parenting education

**Proponents are to detail in their proposals their level of experience and expertise in providing these services.**

## 3. Counsellor Requirements and Credentials

Counsellors are to have, at minimum, a Master's Degree in Clinical Psychology, Clinical Social Work, Counselling, and/or other relevant Psychology fields.

Counsellors are to be fully licensed and insured.

Counsellors are to hold and maintain registration with all applicable provincial and federal licensing associations (e.g. Canadian Register of Health Services Providers).

Where applicable, counsellors are to hold certification as Substance Abuse Professionals.

Where the EAP Service Provider is required to utilize the services of an outside professional (e.g. counsellor, nurse, doctor, lawyer, etc.), that professional will carry the same qualifications, registrations, license(s), insurance, etc. that is carried by the EAP Service Provider's own forces, where applicable.

**Proponents are to detail in their proposals their ability to comply as such.**

#### 4. Accessibility and Referrals

The EAP Service Provider will be in a position to provide continuous service and constant accessibility. Provider will maintain a "1-800" phone number, which TBDHU employees and their immediate families may call at any time, 24 hours per day, and 365 days per year.

TBDHU employees and their immediate families will be able to access the EAP Services in the following ways:

- Through contacting one of the "EAP Resource Agents" for assistance and/or information;
- Through contacting the "1-800" phone number for assistance and/or referral.

Service level standards will be negotiated with the successful bidder but will include a minimum of 24 hours therapeutic response for employee in crisis, and two week response for non-crisis referral.

**Proponents are to detail in their proposals their ability to provide these levels of accessibility and referral flexibility for all the TBDHU employees including Branch offices.**

#### 5. Privacy and Confidentiality

Given the nature of the personal and professional issues addressed through the EAP, client confidentiality is to be emphasized in the strictest manner.

In addition, the records of the EAP will be maintained with the EAP Provider. All records pertaining to the EAP will be treated with the highest degree of confidentiality accorded to medical records.

**Proponents are to detail in their proposals how TBDHU employee confidentiality will be safe guarded, and how its records will be maintained.**

#### 6. Crisis Management

Unexpected traumatic events can affect employees physically and emotionally. The EAP Service Provider may be required to respond to such events to provide individual and group counselling sessions. Said sessions may be required onsite, at TBDHU facilities.

**Proponents are to detail in their proposals the steps that they are prepared and able to take to accommodate this type of requirement.**

7. Statistical Reporting

While the TBDHU respects the privacy of its employees and the need for confidentiality with respect to the issues, it does want to be kept abreast of trends within its workforce. Quarterly reports on utilization rates, which departmental utilization rates of the EAP are highest, and serious issues being faced by its workforce would be of particular value to the TBDHU.

**Proponents are to detail in their proposals their capabilities of accommodating this service.**

8. EAP Communication and Implementation

**Proponents are to detail in their proposals how they will assist the TBDHU with developing a communication plan, promoting the EAP, orienting employees to the EAP and implementing the EAP. Bidders must include an implementation timetable.**

The communication plan shall specify protocols by which EAP Referral Agents access support through the 1-800 number on behalf of employees and family members.

9. Value-Added Services

The TBDHU acknowledges that EAP Service Providers bring various innovative solutions and approaches to their work. These may include but not be limited to:

- Websites
- Online educational resources (courses, materials, support groups, etc.)
- Online self-assessment tools
- Health and wellness newsletters
- Training
- Workshops

**Proponents are encouraged and requested to detail in their proposals any and all value-added services which would be made available to the TBDHU.**

**Intent of Scope of Work**

It is the intent of the attached scope of work to describe specific details of services required. It is the responsibility of the successful Proponent to supply any service not described in the scope of work but which may be reasonably implied to discharge the scope of work covered in this Request for Proposal.

## **TIMELINES**

Timelines for Request for Proposal Process:

<b>Task</b>	<b>Date</b>
Issue Request for Proposal	October 24, 2011
Receipt of Proponent Questions	November 2, 2011
Response to Proponent Questions	November 7, 2011
RFP Closes	November 17, 2011
Proponent Interviews	Weeks of December 5 & 12, 2011
Contract Award	January 17, 2012
Program Implementation Begins	April 1, 2012

## **EVALUATION**

Proposals will be evaluated based on the following criteria:

1. The Firm's demonstrated:
  - Qualification, Experience and Background;
  - Counselling Services;
  - Counsellor Requirements and Credentials;
  - Accessibility and Referrals, including service delivery methods in Thunder Bay and the District;
  - Privacy and Confidentiality;
  - Statistical Reporting;
  - Crisis Management;
  - EAP Communication and Implementation Plan;
  - Value-Added Services.
2. Cost to the Thunder Bay District Health Unit;
3. Client Experiences and References.

## **QUESTIONS/INQUIRIES**

Communications concerning this Request for Proposal are to be directed to:

Georgina Daniels, C.A.  
Manager of Finance & Strategic Quality Initiatives  
Phone: (807) 625-8349  
Fax: (807) 625-4827  
E-mail: georgina.daniels@tbdhu.com

Inquires must not be directed to other TBDHU employees or Board of Health members. Directing inquiries to other than the Manager of Finance & Strategic Quality Initiatives or designate may result in your proposal being rejected.

All clarification requests are to be sent, in writing, to the individual mentioned above no later than **4:00 pm, Local Time, Wednesday, November 2, 2011.** No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all interested parties.**

Any and all changes to the RFP will be issued by the Manager of Finance & Strategic Quality Initiatives in the form of a written addendum. **If addenda are issued, their receipt must be acknowledged by the proponent.** The TBDHU will assume no responsibility for oral instructions or suggestions.

## **PERIOD OF ACCEPTANCE**

The terms and conditions of the proposal offer shall remain firm and open for acceptance by the TBDHU for a period of one hundred and twenty (120) days.

## **RIGHTS RESERVED BY THE THUNDER BAY DISTRICT HEALTH UNIT**

The TBDHU is not liable for any costs incurred by interested parties in the preparation of their responses to this request or subsequent interview. Furthermore, the TBDHU shall not be responsible for any liabilities, cost, express, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the TBDHU of any response, or by reason of any delay in the acceptance of the response.

All information provided by a proponent in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete proposals will not be considered.

The TBDHU reserves the right to request proponents to:

- Attend an interview, at the TBDHU's Main Office;
- Provide a site visit to the Evaluation Team of the EAP Providers' facilities;
- Provide additional information.

## **TREATMENT OF INFORMATION**

All proposal documents are the property of the TBDHU. The proposals will be considered confidential during the evaluation process but are subject to access requests under the Municipal Freedom of Information and Protection of Privacy Act. Extracts of proposals and the costs of their solutions may be used as part of a public document. Proponents must indicate in the proposal which parts of their proposal, if any, are exempt from disclosure.

## **EVALUATION PROCESS**

The TBDHU reserves the right to select the proposal that best suits the goals of the Owner, or not to select any of the proposal submitted.

It is the intent of the TBDHU to award a contract to the successful proponent based on the evaluation criteria identified, and may include an interview.

If your firm is interested in this project, please forward **SIX (6) COPIES** of your submission to:

Georgina Daniels, C.A. Manager of Finance & Strategic Quality Initiatives  
Thunder Bay District Health Unit  
999 Balmoral Street  
Thunder Bay, ON P7B 6E7

**Not later than:**

**4:00 PM, Local Time**

**THURSDAY, November 17, 2011**

THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

LATE PROPOSALS WILL NOT BE ACCEPTED

FACSIMILE, E-MAIL OR TELEPHONE PROPOSALS WILL NOT BE ACCEPTED

# **Request for Proposal Form**

## **THE THUNDER BAY DISTRICT HEALTH UNIT**

**999 Balmoral St., Thunder Bay ON P7B 6E7**

**EMPLOYEE ASSISTANCE PROGRAM**

**For**

**RFP#004-2011**

### **DOCUMENTS TO BE ENCLOSED WITH THIS RFP:**

- Request for Proposal Submission Form**
- Acknowledgement of Addenda/Addendum received**
- Appendix A to Standard Terms & Conditions - Tax Compliance Declaration**
- Submission Requirements (per Page 1 and Page 2) of this RFP Document**

This page **must be fully completed** and included as part of your proposal submission

**REQUEST FOR PROPOSAL SUBMISSION FORM  
EMPLOYEE ASSISTANCE PROGRAM  
For  
Thunder Bay District Health Unit  
RFP#004-2011**

**Proponent Covenant**

I/We the undersigned authorized signing officer of the proponent, hereby declare that no person, firm, or corporation other than the one represented by the signature below, has any interest in this submission.

I/We further declare that all statements, schedules, and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the proponent.

---

Print Company Name

---

Mailing Address

---

City

Postal Code

---

Phone Number

Fax Number

---

Cellular Number

E-Mail Address

---

Signature of Authorized Office – Title

Date

---

Please Print Name

---

HST Registration Number

The lowest cost proposal will not necessarily be accepted, and the Thunder Bay District Health Unit reserves the right to reject any and all proposals and/or re-issue the RFP in its original or revised form.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

**ADDENDUM #**

**DATE RECEIVED**

# \_\_\_\_\_

\_\_\_\_\_

# \_\_\_\_\_

\_\_\_\_\_

# \_\_\_\_\_

\_\_\_\_\_

## **APPENDICIES**

The following are included as part of this Request for Proposal:

Appendix I - Current organizational structure.



Thunder Bay District  
Health Unit

## Attachment 1 to RFP#004-2011

### STANDARD TERMS AND CONDITIONS FOR TENDERS, PROPOSALS, CONTRACTS, AND QUOTATIONS

#### Scope

The following Standard Terms and Conditions forms part of each Tender, Proposal, Contract, Quotation (TPCQ) and they apply in like force for the purchase of materials, supplies, equipment and services. All bid documents called for by the Thunder Bay District Health Unit (TBDHU) will bind bidders to the terms and conditions herein set forth. Any alleged oral agreement or arrangements made by a bidder or contractor with any TBDHU program, Board of Health member, or employee of the TBDHU will be disregarded.

#### SUBMISSION OF TENDERS/PROPOSALS/CONTRACTS/QUOTATIONS

1. Submissions shall be submitted in accordance with forms supplied by the Finance Department of the TBDHU. Facsimile, Telephone and Electronic submissions will NOT be accepted unless otherwise specified.
2. TPCQ submissions are to be sealed in the preprinted TBDHU Tender envelopes when supplied, and should be properly addressed to the Finance Department, TBDHU, 999 Balmoral Street, Thunder Bay, ON. Envelopes should clearly indicate the contents, the name and address of the bidder.
3. Submissions received by the Finance Department later than the closing date and time specified will NOT be considered.
4. By submission of a clear and detailed written notice, the proponent may amend or withdraw its submission prior the closing time date and time. Upon closing time, all submissions become irrevocable.
5. All information required on the TPCQ forms is to be included in your offer. Failure to do so may result in disqualification of your offer. Minor omissions may be accepted at the sole discretion of the TBDHU.
6. Submissions must be signed by an authorized official of the bidder's organization. Unsigned submissions will not be considered.
7. Unless stated "**No Substitute**", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This may be used simply to indicate the character, quality, and/or performance equivalent of the commodity desired, but the commodity on which offers are submitted must be of such character, quality, and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a TPCQ on a commodity other than as specified, the bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to offers submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the TBDHU. If the bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described in the TPCQ specifications.
8. Prices indicated shall be net prices, including delivery charges prepaid by the vendor to the specified delivery location. Terms of payment/prompt payment discount (cash discount) will be taken into consideration as part of the award. Prices must be in Canadian Funds, quoted separately for each item stipulated on the forms provided. Prices quoted must be in accordance with the specified unit of measure. Delivery charges are mutually understood to mean the seller pays the freight charges, bears the freight charges, owns the goods in transit and files claims, if any, with the carrier.
9. All bidders are required to indicate sales and excise taxes imposed by the Federal and Provincial government as separate costs on all bid submissions, and if a successful supplier, on all invoices.
10. If applicable, respondents must confirm that they have duly and timely paid all corporate taxes owing to the Government of Ontario, including all instalments on account of taxes for the current year that are due and payable by the Respondent where or not assessed.
11. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

12. The bidder declares that their submission is **not** made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.
13. Tenders which are received by the stated closing date and time may be opened and read publicly. The disclosure of information will be limited to the names of the bidders, and only if applicable, the total price. For proposals, bidders names only will be released.
14. Performance Surety binding the contractor faithfully to fulfill the obligations of his/her submission may be required. Such surety, when requested, should be submitted in the form of a performance bond, satisfactory to the TBDHU or certified cheque as stated in the document.
15. Alterations, erasures, or modification by any means to this original document is not permitted under any circumstances. Tampering with these original documents will result in your TPCQ being disqualified.
16. The TBDHU is not responsible for any costs incurred by the proponents in the preparation of their response to the TPCQ or attendance at any selection interviews.
17. TBDHU will not open and consider bids received from such parties with whom the Health Unit is in litigation, pending litigation, or has been in litigation in the past five (5) years, unless approval allowing such is obtained by the bidder from the Health Unit prior to the close of the bid.

Bids which are unopened pursuant to this policy will be returned to the Bidders and no contract in regard to the bid process will be created as between the Bidder and the Health Unit.

#### **SAMPLES**

1. Samples, when required, are to be submitted strictly in accordance with instructions; otherwise the offer may not be considered. If samples are requested subsequent to the opening of submissions, they shall be delivered within three (3) working days following the request unless additional time is granted. Samples must be furnished free of charge and be accompanied by a letter advising whether the bidder desires their return, provided they have not been used or made useless by tests. Samples may be held for comparison with deliveries.
2. Deliveries must have the same identity and quality as the accepted sample submitted, unless approved by the TBDHU prior to delivery. The TBDHU reserve the right to reject any materials that differ from our specifications or differ from the samples submitted. Rejected materials will be returned at the supplier's expense.
3. When the TPCQ indicates that an item to be purchased is to be equivalent to a sample, failure on the part of the bidder to examine samples shall not entitle him to any relief from the conditions imposed by the bid.

#### **AWARDS**

4. The TBDHU, unless it otherwise states, reserves the following rights:
  - to award the items of the TPCQ in whole or in part to one or more vendors
  - to award contracts to one or more vendors submitting identical TPCQs as to price
  - to accept the submission(s) deemed the most favourable based upon the greatest value of quality, service and price
  - to reject any and all submissions in whole or in part
  - to waive informalities
  - to negotiate minor changes or variations to a TPCQ with the successful vendor without recalling the TPCQ
  - to not accept the lowest or any submissionif in so doing, the best interests of the TBDHU will be served.
5. A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the TPCQ specifications.
6. The TBDHU shall not be obligated to any Bidder whatsoever until a written agreement in the form of a Notice of Award or Purchase Order has been executed relating to an approved submission.

7. Prices are to remain firm for the duration of the contract term which unless otherwise noted will be for a period of one year from the initial contract date. Prices **will not be considered firm** if the conditions "subject to manufacturer's" or "other increases beyond our control" are indicated.

In the event of a significant cost change based on a situation that was clearly unpredictable at the time of offer, prices may be subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiated adjustments will be considered only upon written request, documented with cost data, and filed with the TBDHU thirty (30) days prior to the requested price adjustment.

The TBDHU reserves the right to accept or reject any request for price increases. If the price increase is rejected, the specific item(s) and/or contract(s) will be cancelled. If the price increase is approved, the price must remain firm for the remainder of the contract period.

#### **TIE BID PROCESS**

8. In cases where bids are identical in terms of price, quality, service, terms, delivery and capabilities, the Tie Bid Process will be followed, including a meeting between vendors and Finance where vendors will be requested to participate in a fair and open draw process to determine the award. The vendor decided through this Tie Bid process will be awarded the bid.

#### **VENDOR DEBRIEF**

9. For all procurement valued at \$25,000 or more, all unsuccessful suppliers are entitled to a debriefing.

#### **BID DISPUTE PROCESS**

10. In the event of a bid dispute regarding the procurement process, bidders must document the concern in writing, and submit it to the Manager of Finance, for appropriate review and resolution in accordance with TBH DU Procedures.

#### **CONTRACT**

11. Each submission will be received with the understanding that a Purchase Order or Contract which states acceptance of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the bidder and the TBDHU. This contract shall bind the bidder on their part to furnish and deliver the commodities at the prices given and in accordance with the conditions and specifications of said accepted offer, these Standard Terms and Conditions as provided with the TPCQ, and the Terms and Conditions of the TBDHU on its part to take delivery of and pay for the commodities at the contract price.
12. NO alterations or variations of the terms of the contract shall be valid or binding upon the TBDHU unless authorized in writing by the TBDHU.
13. It is mutually agreed and understood that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the TBDHU.
14. The contract may be cancelled by the TBDHU upon non-performance of contract terms within fourteen (14) days from date of notification of same unless otherwise stated in the TPCQ documents, or if service or product is deemed unsatisfactory or the supplier becomes insolvent or is adjudicated as bankrupt.
15. Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected commodities when so requested, will constitute authority for the TBDHU to immediately purchase in the open market to replace the commodities rejected or not delivered. On all such purchases the contractor agrees to promptly reimburse the TBDHU for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the TBDHU reserves the right to use or consume commodities which are sub-standard in quality, subject to an adjustment in price to be determined by the TBDHU.

16. When commodities are rejected, they must be removed by the vendor from the premises of the TBDHU within five (5) days after notification by the TBDHU public health and safety requires immediate destruction or other disposal of such rejected delivery in which case the TBDHU may take such actions as it deems necessary. Such costs shall be the responsibility of the supplier. Rejected items left longer than five (5) days will be considered as abandoned, and the TBDHU shall have the right to dispose of them as its own property.
17. Shipment of goods or commencement of work shall be at risk of the proponent, if undertaken in advance of his receipt of a properly executed Purchase Order or Contract.
18. The TBDHU reserve the right to remove from eligibility to submit TPCQs for an indeterminate period, the name of any bidder for failure to accept a contract, or the name of any supplier/contractor for unsatisfactory performance of contract.
19. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the TBDHU and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.
20. Supplier performance will be evaluated either by periodic audits during the contract term or upon completion of the contract. Where the standard is not met, the TBDHU will conduct an inspection and follow up with the supplier.
21. The supplier must comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **CONTRACT GUARANTEES**

22. The contractor hereby covenants and agrees:
  - (a) To perform Contract in accordance with the specifications under which the Contract is awarded;
  - (b) To guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit;
  - (c) To furnish adequate protection from damage for all work and to repair damage of any kind for which he or his workers are responsible, to the premises or equipment, to his own work or the work of other contractors;
  - (d) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the TBDHU, unless otherwise specified;
  - (e) To carry such insurance as may be required by the TBDHU, and to furnish satisfactory proof thereof when required by the TBDHU.
23. The supplier shall obtain and maintain Comprehensive General Liability Insurance against Bodily Injury and Property Damage claims. Such insurance shall:
  - a) Be in the joint names of the supplier and the purchaser,
  - b) Contain a cross liability clause,
  - c) Include coverage for:
    - Completed operation
    - Non-owned automobile liability
    - Occurrence property damage
  - d) Be subject to an inclusive limit of not less than \$2,000,000.00,
  - e) Contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to each of the named insured.

The supplier shall insure and maintain against liability for Bodily Injury and Property Damage caused by automobiles owned or leased by the supplier. Such insurance shall be subject to an inclusive limit of not less than \$2,000,000.00.

## **DELIVERY**

24. Delivery must be made as ordered and in accordance with the TPCQ. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt of order shall rest with the supplier.
25. Items shall be securely and properly packed for shipment according to accepted commercial practice, without extra charge for packing materials or containers. Containers will remain the property of the TBDHU unless otherwise stated in the TPCQ.
26. Where materials are furnished for a specified price per unit of weight, the TBDHU reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.
27. Multiple delivery points may be required, including rural sites. Deliveries must be FOB the various destinations, unloaded. Each bidder shall ensure that the delivery requirements for each agency are fully understood and reflected in the prices offered. No minimum order size will be required for delivery. FOB destination unloaded means items are to be delivered to any specified delivery location

## **INSPECTIONS AND TESTS**

28. Any equipment delivered must be standard new equipment of the latest model except as otherwise specifically stated in the TPCQ. Where any parts of the equipment are not described, it shall be understood that all the equipment and parts which are usually provided in the manufacturer's stock model shall be furnished.
29. Materials and supplies must be new except as otherwise specifically stated in the specifications.
30. The inspection of all commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the TBDHU.
31. Any item which fails in any way to meet the terms of the contract is subject to rejection or on an adjusted price basis, upon mutual agreement.
32. All electrical and mechanical equipment must be approved for use in Ontario, with markings such as CSA, ULC and/or Electrical Safety Authority approved.

## **PAYMENT**

33. Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the TBDHU from taking such discount.
34. All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the contractor shall pay the TBDHU, on demand, the amount of such charges. Such obligations may include returned products, invoice adjustments, or any other monies owed to the TBDHU.
35. The beginning date of the prompt payment term is calculated from the date the TBDHU receives the invoice, or the date the goods/services are found to be acceptable by the TBDHU, or the date when a discrepancy on an invoice is adjusted to the TBDHU's satisfaction, whichever is the later date. The TBDHU will consider the date of their cheque to be the payment date, and when that date is within the prompt payment terms, the agencies' obligation to meet the prompt payment terms is fulfilled.

## **FORCE MAJEURE**

36. It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods,

acts of God, or for any other cause not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

#### **OCCUPATIONAL HEALTH & SAFETY & WSIB**

37. All work performed under this contract shall be in conformity with the Occupational Health & Safety Act, and related Regulations and latest revisions thereof and with the corporate safety standards and policies of the TBDHU.
38. The contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance (WSIB) Act. Independent operators will provide confirmation from the (WSIB) Board, i.e. i) Certificate of Clearance, ii) Letter/Certificate of Good Standing, iii) Independent Operator Letter.

The TBDHU requires all contractors and independent operators to have a Status Ruling done from the WSIB prior to any work being carried out for the TBDHU. The WSIB account must be maintained in good standing throughout the contract period. The successful bidder may be required to produce a Clearance Certificate from WSIB during the contract on request and/or prior to final payment. Final payment may be held back should the required certificates not be provided.

The TBDHU will not issue a purchase order to any contractor or independent operator until "Confirmation" from the WSIB is received. Contractors or independent operators are to state if "Confirmation" and "Status Ruling" has been received from the WSIB, and are asked to submit a copy of such with their TPCQ response.

If the successful bidder is a self-employed individual, partner or executive offer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator', a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided prior to commencement of work.

#### **WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

39. All shipments must comply with WHMIS Classification, Labelling and MSDS Requirements, all in strict accordance with the WHMIS Legislation or shipments will be refused by the TBDHU. A Material Safety Data Sheet must accompany each shipment.

#### **NO SWEAT SHOP POLICY**

40. The following condition of contract is included in all TPCQ documents relating to the purchase of linens, textiles, uniforms, shoes, or any other product where possible exploitation of children in Sweat Shops exists.

**CONDITION OF CONTRACT**

*The Bidder declares that in bidding for work and offering to enter into Contract with The TBDHU, he and his subcontractors conduct their respective business in accordance with established international codes as they relate to child labour as embodied in United Nations and International Labour Organization convention  
The Contractor shall forfeit all claims under the Contract as well as refund to the TBDHU monies paid to him, beyond his actual proven expenses for work done, if this declaration is shown to be false.*

Bidder to State name & address of Manufacturer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder to Acknowledge: \_\_\_\_\_  
(Bidder to Sign)

**ACCESSIBILITY STANDARDS**

- 41. Contractors shall ensure that all its employees, agents, volunteers, or others for whom the contractor is legally responsible receive training regarding the provision of goods and services contemplated herein to persons with disabilities in accordance with Ontario Regulation 429/07, as may be amended from time to time.

**SECURITY CLEARANCES**

- 42. If required, the successful contractors and sub-contractors will be required to provide a list of employees who will be working on or within the premises of the facilities of the TBDHU, for this contract. These individuals will be subject to a security review. Only employees screened through the security review will be permitted on the premises. No work shall commence prior to the completion of the security review. The cost of the security review will be borne by the contractor or sub-contractor.

**SCENT SAFE POLICY**

- 43. If applicable, products must be provided in accordance with the Scent-Safe Policy of the TBDHU.

**OWNERSHIP OF WORK PRODUCT**

- 44. Except for items that have pre-existing copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by the Supplier to TBDHU in the performance of this contract (collectively "Work Product") shall become the property of TBDHU, shall be provided in a format approved by the TBDHU, and may be used by TBDHU for any other purpose without additional compensation to the Supplier. Supplier hereby grants TBDHU an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to make, use and sell all proprietary and confidential information, trade secrets, patent rights, copyrights, and other intellectual property that may be partially or completely, directly or indirectly, incorporated into, integrated with or used in any of the Supplier's Work Product for TBDHU. Should TBDHU elect to reuse said Work Product, TBDHU shall indemnify, hold harmless and defend Supplier and its subcontractors against any damages or liabilities arising from said reuse.

When Work Product produced by the Supplier and its Subcontractors under this contract are reused by TBDHU, the Supplier's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Supplier hereby represents and warrants to and for the benefit of TBDHU and its successors and assigns that no part of its work for TBDHU will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Supplier does not have the unqualified right to grant TBDHU the license and sublicensing rights referred to above. Supplier shall defend, indemnify and hold harmless TBDHU, its successors and assigns, and their respective representative, agents and employees from and against, any and all claims, defences, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Supplier or any other person which arises out of, results from or is based upon the manufacture, use or sale by TBDHU or any of its successors or assigns of any of Supplier's Work Product for TBDHU.

#### **ENVIRONMENTAL STEWARDSHIP**

45. The TBDHU will endeavour to support environmentally positive initiatives, and supports products and services that support environmental integrity and sustainability, and that are consistent with TBDHU programming, where available.

**Appendix A to Standard Terms & Conditions - Tax Compliance Declaration  
(This page to be Included in RFP Submission)**

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing. In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

**Declaration**

I/WE hereby certify that \_\_\_\_\_ at the time of submitting its bid,

**(legal name of proponent)**

is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

**Consent to Disclosure**

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the organization issuing the procurement process as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_  
(An authorized signing officer)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

**SUBMISSION LABEL**

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**Deliver to:**

**Thunder Bay District Health Unit  
999 Balmoral Street  
Thunder Bay, ON P7B 6E7  
Attention: G. Daniels, C.A., Manager of Finance & Strategic Quality  
Initiatives**

**SEALED Request for Proposal:  
RFP# 004-2011  
DESCRIPTION: Employee Assistance Program**

**CLOSING DATE: 4:00 p.m. Local Time, Thursday, November 17, 2011**

<b>For Office use only</b>
Date Received: _____
Time Received: _____
Received By: _____

Appendix #1

