



**THE CORPORATION OF THE CITY OF CORNWALL**

**Request for Proposal #12-R17**

**Supply of Emergency Medical Services Uniforms**

**CLOSING DATE: October 5, 2012 @ 4:30:00 p.m. (local time)**

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## **REQUEST FOR PROPOSAL No 12-R17**

### **Supply of Emergency Medical Services Uniforms**

#### **1. INTRODUCTION**

- 1.1 The Corporation invites Proposals from qualified Proponents to supply uniforms for the Cornwall S. D. And G. Emergency Medical Services (EMS) Division.
- 1.2 The successful Proponent would supply uniforms for approximately 107 Paramedics and support staff.
- 1.3 Subject to the Corporation's rights described in this RFP, the Corporation proposes to award a Contract for a term of three years beginning on approximately January 1, 2013 with the possibility of two one-year renewals, as more particularly described in the Terms of Reference.

#### **2. OVERVIEW OF GOODS/SERVICES**

- 2.1 The EMS Division of S.D. and G. provide paramedic services to the counties of Stormont, Dundas and Glengarry through primary care paramedics, advanced care paramedics, administrative staff and various support staff.
- 2.2 The goods and/or services to be provided by the successful Proponent are described in the Terms of Reference. The Contract between the Corporation and the successful Proponent, if a Contract is awarded, will incorporate the Contract Terms and the Terms of Reference.

### **3. RFP PROCESS**

- 3.1 Proponents should carefully read this RFP to thoroughly understand the requirements of the Corporation. Proposals which fail to respond to the procedural and content requirements of this RFP may be rejected.
- 3.2 The Evaluation Criteria that will be applied to Proposals are described in Article 14 of this RFP. It is the intention of the Corporation to identify one Proponent best suited to fill the requirements stated in this RFP.
- 3.3 Proponents are encouraged to ask questions or request clarification with respect to any part of this RFP which is unclear. All questions and requests for clarification respecting this RFP should be made in the manner described in Article 9.0. Except for the meetings provided for in this RFP and other opportunities for the Corporation to obtain information, Proponents are not to contact any Corporation staff or personnel or any member of the evaluation team or Council in relation to the RFP.
- 3.4 The Corporation does not intend to create any contractual relations or obligations with any Proponent by virtue of issuing this RFP or by receiving or opening or evaluating any compliant Proposal. The fact that the Corporation may hold negotiations with a Proponent shall not be construed to create any contractual obligations between the Corporation and such Proponent or Proponents.

### **4. DEFINITIONS**

- 4.1 The capitalized terms not otherwise defined in this RFP shall have the meanings indicated in this section.
- 4.2 **“Council”** means the municipal council of the Corporation.
- 4.3 **“Contract”** means the Contract which the Corporation may enter with the successful Proponent at the conclusion of the RFP.

- 4.4 **“Contract Terms”** means the commercial terms and conditions to be incorporated in the Contract, as more particularly described in Appendix C.
- 4.5 **“Contractual Acknowledgment”** means the document to be included with each Proposal, the form of which is found at Appendix B to this RFP.
- 4.6 **“Corporation”** means the Corporation of the City of Cornwall.
- 4.7 **“EMS”** means the Cornwall S. D. And G. Emergency Medical Services Division.
- 4.8 **“Equipment”** means the equipment to be provided by the Proponent to the Corporation, as offered in its Proposal.
- 4.9 **“Evaluation Criteria”** means the evaluation criteria described in Article 14 of this RFP.
- 4.10 **“Letter of Contract Award”** means the award letter issued by the Corporation to the successful Proponent requiring it to commence Contract negotiations.
- 4.11 **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*.
- 4.12 **“Official Bid Document”** means the form to be attached to the outside of each Proposal prior to submission. The Official Bid Document is Appendix D to this RFP.
- 4.13 **“Points for Discussion”** means one or more issues raised by a Proponent in its Proposal concerning the Contract Terms.
- 4.14 **“Project Authority”** means the manager of EMS. Currently, the manager of EMS is Mr. Myles Cassidy.
- 4.15 **“Proponent”** means a partnership or corporation or joint venture which participates in this RFP by submitting a Proposal.

- 4.16 **“Proposal”** means a Proponent’s submission in response to this RFP.
- 4.17 **“Purchasing Supervisor”** means the head of Purchasing Services, Division of the Department of Financial Services of the Corporation. Currently, the head is Mr. Stephen Rand.
- 4.18 **“RFP”** means this request for Proposals, including Appendices A through D.
- 4.19 **“Submission Deadline”** means the time for submission of Proposals described in Article 11 of this RFP.
- 4.20 **“Terms of Reference”** means the goods and/or services to be provided by the successful Proponent as more particularly described in Appendix A to this RFP.

## **5. PROPONENT EXPENSES**

- 5.1 The Corporation shall have no liability to any Proponent for costs incurred in the course of its participation in this RFP, including, but not limited to, the preparation of a Proposal, participation in meetings, interviews or negotiations or the provision of additional information at the request of the Corporation. The Corporation shall not be responsible to any Proponent for any costs, expenses, losses or damages which a Proponent may incur, sustain or suffer by reason of participating in this RFP.
- 5.2 Proponents should note that the successful Proponent shall be required to obtain and pay for all permits and licenses required for or in relation to carrying out the Terms of Reference and/or performing the Contract, including the permits and licenses that may be issued by the Corporation. The costs of all permits and licenses are to be borne by the Proponent and are deemed to be included in its Proposal.

## **6. GOODS/SERVICES AND INFORMATION**

- 6.1 The goods and/or services to be provided under the Contract, if a Contract is awarded, are more particularly described in the Terms of Reference.
- 6.2 To the best of the Corporation's knowledge, the Terms of Reference are complete and accurate. Nonetheless, nothing in this RFP is intended to relieve Proponents from undertaking their own investigations or enquiries or other due diligence in order to form their own opinions and conclusions with respect to the goods and/or services addressed in this RFP. Proponents are directed, before preparing or submitting their Proposal, to research, investigate and fully ascertain historical and existing conditions, circumstances and limitations affecting the goods and/or services to be delivered under the Terms of Reference. No allowances will be made for additional costs and no claims will be considered in connection with conditions or circumstances which could reasonably have been ascertained by Proponents through such research, investigation or other due diligence undertaken before Proposal submission.

## **7. CONFIDENTIAL MEETINGS WITH PROPONENTS**

- 7.1 The Corporation may, in its sole discretion, schedule confidential meetings with one or more Proponents. Such meetings may be convened by the Corporation after Proposal submission.
- 7.2 Where the Corporation wishes to convene a confidential meeting, it will deliver a written notice to the Proponent confirming the date, time and place of the confidential meeting, its approximate length and the maximum number of attendees invited. The purpose of such a meeting is to provide the Proponent with an opportunity to discuss, on a confidential basis, the RFP, the Proponent's Points for Discussion and any other matters related to the RFP including its Proposal.

7.3 Any Proponent participating in a confidential meeting acknowledges and agrees that:

- (a) Nothing said or done during the confidential meeting shall amend or waive any provision of the RFP or be binding on the Corporation or be relied upon by the Proponent unless confirmed in an addendum;
- (b) No statement made at such a meeting shall be deemed or considered to be an indication of a preference by the Corporation or a rejection by the Corporation of anything said or done by the Proponent;
- (c) Should the Corporation determine, based on discussions at a confidential meeting, that clarification or process-related information received or given during the confidential meeting should be distributed to all Proponents, the Corporation may share such clarification or process-related information with all Proponents.

7.4 Each Proponent waives any and all rights to contest and/or protest the RFP based on the fact that confidential meetings occurred or on the basis that information may have been received during a confidential meeting by another Proponent that was not received by the Proponent. The fact that the Corporation decides to meet with one Proponent will in no way oblige it to meet with any other Proponent. Neither will the fact that the Corporation met with some Proponents and not others be deemed to be unfair or unequal treatment.

## **8. LOBBYING AND CONFLICT OF INTEREST**

8.1 Proponents are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying or as an attempt to influence the outcome of this RFP.



- 8.2 The Proponent shall not discuss or communicate directly or indirectly with any other Proponent regarding the preparation or content of a Proposal.
- 8.3 The Proponent is required to disclose to the Corporation, prior to submitting a Proposal, any potential or real conflict of interest in relation to its Proposal or its participation in the RFP.
- 8.4 If a conflict of interest exists, the Corporation may, in its discretion, either withhold evaluation of that Proponent's Proposal until the matter is resolved to the satisfaction of the Corporation or reject that Proponent's Proposal.
- 8.5 The failure of any Proponent to comply with this article may result in the disqualification of the Proponent and the rejection of its Proposal.

## **9. ENQUIRIES AND ADDENDA**

- 9.1 It shall be the Proponent's responsibility to clarify any points in question with the Purchasing Supervisor prior to submitting a Proposal.
- 9.2 Verbal clarification shall not be interpreted to change the intent or contents of this RFP. The Corporation retains the right to decline to answer any enquiry.
- 9.3 Under no circumstances shall the Proponent rely upon any information or instructions from the Corporation, its employees, or its agents unless the information or instructions are provided by way of an addendum. Neither the Corporation, its employees, nor its agents shall be responsible for any information or instructions given to the Proponent, with the exception of information or instructions provided by way of an addendum from Purchasing Services whose contact particulars are listed below.
- 9.4 All questions or requests for clarification shall be emailed to Purchasing no later than **2:00:00 p.m. on September 25, 2012.**

City of Cornwall – Purchasing Services  
Telephone: (613) 932-6252  
E-Mail: [purchasing@cornwall.ca](mailto:purchasing@cornwall.ca)

Any responses made on behalf of the Corporation will be via email or through the issuance of an addendum or clarification.

9.5 Prior to the deadline for submitting Proposals, the Corporation may advise the Proponents by an addendum of required changes to the RFP. Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.

9.6 Any addendum issued will be posted on the Corporation website unless otherwise indicated. It is the Proponents' responsibility to check the Corporation website for addenda.

## **10. INSTRUCTIONS FOR COMPLETING PROPOSALS**

10.1 Proposals should be submitted in the manner described in this Article, and should include an index. The Proposals should be organized into two main parts, one responding to the mandatory requirements set out in the Evaluation Criteria and the other responding to the requirements for which points will be awarded. Where a proponent believes that the submission requirements will restrict it unnecessarily, it should so state in its Proposal and describe in detail its reasons for its belief. Proponents are reminded that it is their obligation to seek clarification of the requirements of the RFP prior to the Submission Deadline.

10.2 It is essential that the requirements addressed in the Proposal be described in a clear and concise manner. Failure of a Proponent to provide complete information as requested may result in the rejection of the Proposal.

- 10.3 Subject to paragraph 10.4, Proposals must not exceed twenty-five (25) single sided letter size pages not counting tabs and blank spacer pages. **Any documentation exceeding the maximum twenty-five (25) pages will not be considered. The Proponent shall also attach the Contractual Acknowledgement duly executed.** The Contractual Acknowledgement will not be counted in the twenty-five (25) page submission limitation.
- 10.4 Résumés must be attached to the Proposal in the form of appendices but will not count as part of the twenty-five pages (25). Any other supplemental documentation that does not respond directly to the Terms of Reference and Evaluation Criteria, such as corporate literature, must be submitted on CD or DVD. The Corporation may determine not to consider supplemental documentation submitted on CD or DVD in the evaluation of Proposals.
- 10.5 Proposals should demonstrate the Proponent's understanding of the Terms of Reference and should clearly address all of the Evaluation Criteria. Proposals should address each requirement identified as a mandatory requirement or a point rated requirement by stating the requirement followed by the Proponent's response, ensuring that the response directly and concisely addresses the requirement. The contents of a Proposal will consist of the following principal sections:
- (a) Mandatory requirements;
  - (b) Criteria subject to points rating;
  - (c) Points for Discussion, if any, as described in paragraph 10.6.
- 10.6 If a Proponent wishes to negotiate any of the Contract Terms, it shall include with its Proposal a page or pages clearly marked "Points for Discussion". Where a Proponent includes Points for Discussion, it shall identify the Contract term which it wishes to

negotiate, state its concern/objection to the term and provide the exact replacement text. The Points for Discussion must fit within the twenty-five (25) page limit for Proposals. Proponents are cautioned that the nature and extent of the Points for Discussion may result in a deduction of points during evaluation.

## **11. INSTRUCTIONS FOR DELIVERY OF PROPOSALS**

- 11.1 Proposals shall be delivered to the Purchasing Supervisor at 1246 Ontario Street, Cornwall, Ontario K6H 4C8 **before 4:30:00 p.m. (local time) on October 5, 2012**. The Corporation will not be responsible for any lost documents or for those documents delivered late or delivered to the wrong location.
- 11.2 Six (6) copies of the Proposal should be signed and placed in a sealed envelope, with the Official Bid Document completed and attached to the outside of such envelope. The Corporation will not accept Proposals submitted or delivered in any other way. If Proposals are bound, Proponents should use “coil” not “ring” binding.
- 11.3 Only the names of the Proponents shall be made public on the Corporation website after the Submission Deadline. No other information will be disclosed until an award of Contract is made, if an award is made.
- 11.4 All Proposals shall become the property of the Corporation.

## **12. PERIOD OF IRREVOCABILITY**

- 12.1 Proposals are irrevocable and shall remain valid and open for acceptance by the Corporation for a period of 90 calendar days following the Submission Deadline.

## **13. REQUESTS FOR CLARIFICATION/SUPPLEMENTARY INFORMATION**

- 13.1 The Corporation may contact any one or more Proponents to request clarification of any information or material submitted as part of the Proposal, or to request supplementary information, without any obligation to contact or request the same clarification or

supplementary information from any other Proponent or Proponents. Such clarification or supplementary information may be delivered either in writing or by a Proponent's attendance and oral presentation/meeting, at the Corporation's sole discretion.

13.2 Any response received by the Corporation in reply to a request for clarification or supplementary information shall, at the sole option of the Corporation, form an integral part of that Proponent's Proposal.

13.3 Requests for clarification or supplementary information shall not be considered as an acceptance of a Proposal.

#### **14. EVALUATION**

14.1 Proposals will be first evaluated based on the mandatory requirements which will result in a judgment of "pass/fail". Proposals which have met the mandatory requirements will then be evaluated under the points rated evaluation criteria described in paragraph 14.3. Where a Proposal does not address a requirement, the Proposal will be deemed as having failed, if the requirement was mandatory, or given zero points if the requirement was subject to the points rated evaluation criteria.

##### **14.2 Stage One – Mandatory Requirement**

For a Proposal to be eligible for evaluation for Stage 2 (described below) the mandatory requirements listed below must be met on a pass/fail basis. Proposals not substantially complying with any of the mandatory requirements, in the sole opinion of the Corporation, will be rejected.

Mandatory requirements are:

- (a) Proponents must demonstrate proven ability to supply EMS uniforms in a timely and controlled manner through the provision of three similar type projects that have taken place in the past five years.

#### 14.3 Stage Two – Points Rated Evaluation Criteria

Each Proposal shall demonstrate a thorough understanding of the Terms of Reference and be organized so as to follow the Evaluation Criteria numbers 1 through 5. The Proposal should also include the Contractual Acknowledgment (Appendix B to this RFP) confirming that the goods and/or services provided under the Terms of Reference will be delivered to the Corporation at the submitted cost and that, subject to any Points for Discussion, the Proponent agrees with, and accepts, the Contract Terms (Appendix C to this RFP). A total of 100 points is available under the Evaluation Criteria in these five areas. Subject to any deduction for Points for Discussion, evaluation of this component of a Proposal shall be as follows:

<b>Category</b>	<b>Available Points</b>
<b>Points Rated Evaluation</b>	
1. Proponent Profile, Experience and References	10
2. Method of Supply/Delivery System	25
3. Uniform Items	20
4. Cost	25
5. Evaluation of Uniform Samples	20
<b>Available Points</b>	<b>100</b>

Where a Proponent submits Points for Discussion, a deduction of up to 10 points may be made from the points accumulated under Evaluation Criteria 1 through 5 inclusive. The number of points to be deducted will be determined at the discretion of the evaluation committee, based on the nature and extent of the Points for Discussion submitted. Where a Proponent submits no Points for Discussion, no points will be deducted.

#### 14.4 Points Rated Evaluation

Proposals must achieve a minimum score of **70%** on the Evaluation Criteria numbered 1 to 3 inclusive, including any points deducted in relation to a Proponent's Points for Discussion. Proposals that do not meet the minimum score required will be rejected. The points rated evaluation requirements are more particularly described below.

##### (1) Proponent Profile, Experiences and References (10 points)

Provide a Proponent profile, and describe the relevant experience of the Proponent in services of a comparable scope and magnitude on-going or completed within the past five (5) years. For each relevant service, provide a description, duration, the role played by the Proponent (prime Proponent or sub Proponent), the name of the client and contact information. The Corporation reserves the right to verify information provided.

Also provide the following:

- Provide a minimum of three references including all relevant contact information;
- Provide any additional experience that may be useful;
- Any additional information that will assist the Corporation in evaluating this part of the Proposal.

##### (2) Method of Supply/Delivery System (25 points)

Provide a detailed description of the method of supply/delivery system that the Proponent is proposing for this contract. Provide details of the delivery system including how it responds to the objectives of the Terms of Reference, noting any specific challenges that may exist. Included in the description, provide details of all steps of the process, including but not limited to the following:

- Method of supply/delivery system (ex. Storefront, web based service, mobile truck),
- Provide details of supply method including;
  - Ordering process
  - How pricing is shown to employee
  - How does employee access samples, pictures and description of available uniform pieces
  - Sizing information and determination
  - How is payment handled, methods of payment
    - For systems that use pre-authorized cards which are issued to the employees, how are payments handled?
  - Systems which require the Corporation to prepay accounts prior to receipt of uniform pieces will not be entertained
  - How is invoicing handled
  - How does the system track employee entitlement, purchases, remaining entitlement etc.
  - Ability to accommodate roster of employees, including ability to add and delete employees from system
  - Provide a detailed timeline of the process from time of order to receipt of uniform by EMS employees
    - Timely delivery of uniform orders is an important function and Proponents will be expected to meet the proposed timelines
  - Describe the shipping process
  - Describe the return process
  - Describe the dispute resolution process
  - How does the system prevent uniform pieces that are identifiable to the EMS from being accessed by unauthorized individuals



- Does the system allow employees who wish to purchase items separate from their entitlement to access the contract pricing and be invoiced separately
- Does the proponent have a representative who will be dedicated to this contract
- Does the proposed system allow for minimal administrative effort on the part of the Corporation as well as require little or no space in the ongoing process of acquiring EMS uniform items
- Any additional information that will assist the Corporation in evaluating this part of the Proposal including any value added items.

(3) Uniform Items (20 points)

Provide a detailed listing of all available uniform pieces as listed in the Terms of Reference. Proponents should include separate listings of required uniform pieces and optional uniform pieces.

Proponents should include in their uniform listings

- Available sizes, colours, descriptions, brands, manufacturers, model numbers, whether proposed uniform pieces meet the required specifications
- Pictures of clothing may accompany the submission. The pictures should clearly identify which item they are referencing. It is preferred that this information is included on a CD or DVD. If a CD or DVD format is not available, this information must be included as an appendix. The pictures included in the appendix, or on a CD/DVD will not count toward the page allocation and may or may not be used in the evaluation of this section.

Also, provide;

- A listing of available services such as;

- Hemming, attaching of crests/flashes, alterations, modifications, attaching reflective striping, etc,
- Describe how custom sizing can be accommodated in order that all body types may be fit.
- Any additional information that will assist the Corporation in evaluating this part of the Proposal including any value added items.

(4) Cost (25 points)

Please provide complete detailed costing for all aspects of the service including;

- Itemized listing of pricing for all uniform items including any premiums for oversize etc.
- Provide detailed pricing for all facets of the service including, shipping, services etc.
- Proponents are asked to identify all relevant fees as fees not listed will not be allowed.
- Prices and fees are to be fixed for three years.
- Evaluation of the Cost criteria will include the cost to outfit a paramedic with the normal issuance of uniform items, cost of other required items, cost of ancillary fees, and possibly cost of optional items.

(5) Evaluation of Uniform Samples (20 points)

A short list of Proponents who have achieved the highest evaluation rating will be asked to provide samples of uniform items for evaluation. The Corporation reserves the right to

limit the Proponents submitting samples to a manageable number. Samples will be evaluated for compliance with specifications, suitability, quality, sizing etc.

Samples must be furnished free of charge and must be supplied within five (5) days of request. An address where the samples are to be shipped to will be supplied with the request for samples. All samples are to be clearly labelled as to which item and should have the Proponents company name attached to the uniform item.

Samples will be returned once the evaluation has been completed at the expense of the Proponent.

14.5 Evaluation Process:

The evaluation committee will review all Proposals received and score the Proposals using a “**consensus**” approach.

While the Corporation may make select the successful Proponent solely on the basis of the Proposal, it reserves the right to meet with or interview one or more Proponents as described earlier in this RFP.

- 14.6 The evaluation committee intends to make a recommendation to the Corporation of a Proponent on the basis of “**best overall value**” to the Corporation as determined by the Proposal which passes the mandatory requirements, achieves at least the minimum score on the goods and / or service proposal of 70%, (net of any deduction for delivering Points for Discussion), and attains the highest score out of the 100 points available based on all Evaluation Criteria.

**15. CORPORATION'S RIGHTS**

- 15.1 A Proponent's submission or the Corporation's evaluation of any Proposal does not obligate the Corporation to accept it or any Proposal or to proceed further with this RFP. The Corporation may, in its sole direction, and for any or no reason, elect not to proceed

with this RFP, elect not to accept any or all Proposals, and/or cancel this RFP. The Corporation is under no obligation to enter into a Contract where only one Proposal is received before the Submission Deadline, whether or not such Proposal has been opened or evaluated.

15.2 In addition to any other express rights of the Corporation or any other rights which may be implied in the circumstances, the Corporation reserves the right to:

- (a) accept a Proposal and award the Contract without negotiations;
- (b) verify with a third party any information contained in a Proposal;
- (c) check references other than those provided by a Proponent;
- (d) adjust a Proponent's evaluation or reject a Proponent's Proposal on the basis of:
  - information provided by references;
  - information provided by a Proponent where the Corporation has exercised its right to request clarification or supplementary information;
  - misrepresentations or any other inaccurate or misleading information;
- (e) discuss with any Proponent and/or negotiate with any Proponent different or additional terms to those contemplated in this RFP;
- (f) accept the whole or any part of a Proposal or a combination of parts of a Proposal;
- (g) cancel this RFP at any stage and issue a new RFP for the same or similar goods and/or services.

## **16. NEGOTIATION AND EXECUTION OF THE CONTRACT**

16.1 The award, negotiation and execution of a Contract will be made in accordance with the Corporation Procurement of Goods and goods and/or services Policy #Flpu07-01 and shall be subject to the approval of Council.

16.2 The Corporation will give notice to the successful Proponent, by means of a Letter of Contract Award, that it requires the Proponent to enter negotiations with the Corporation or that it wishes to award the Contract without negotiation. Upon receipt of a Letter of Contract Award, the successful Proponent shall either execute the Contract prepared by the Corporation based on the Contract Terms and the Terms of Reference or, if the Proponent has submitted Points for Discussion or, subsequent to the Submission Deadline, changes have been made to the Terms of Reference, commence negotiations with the Corporation to finalize the terms of the Contract.

16.3 In carrying out negotiations:

- (a) the Proponent shall be limited in any Contract negotiations to the issues, if any, raised in the Points for Discussion and will not be permitted to raise or introduce any issues relating to the Contract Terms that were not disclosed in its Points for Discussion;
- (b) the Corporation shall not be limited in what it may explore or negotiate, during Contract negotiations with the successful Proponent.

Notwithstanding such negotiations, each Proposal shall remain valid and irrevocable and shall not be amended by the Proponent for the duration of the period of irrevocability.

16.4 The Corporation and the successful Proponent agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within 10 business days next following the issuance of the Letter of Contract Award.

16.5 In addition to the Corporation's other rights, if the successful Proponent fails to negotiate in good faith or the parties fail to come to an agreement on the terms of the Contract within such 10 day period, the Corporation may, in its sole and absolute discretion, and without in any way limiting any other recourse that it may have under this RFP or at law:

- (a) extend the 10 day period to negotiate the Contract; and/or,
- (b) request the successful Proponent to resubmit some or part of the Proposal, without affecting the irrevocability of the original Proposal; and/or,
- (c) suspend or cancel negotiations with the successful Proponent, with or without rejecting its Proposal, and commence negotiations with another Proponent who shall be treated as though it were the successful Proponent, to attempt to finalize the terms of the Contract following the process described in this section with that other Proponent.

## **17. DISPUTES**

17.1 In the event of a dispute arising in connection with this RFP, the Corporation, in its sole and unqualified discretion, may refer the dispute to a confidential arbitration before a single arbitrator with knowledge of procurement law and practice at Cornwall, Ontario pursuant to the *Arbitration Act, 1991(Ontario)*. In the event that the Corporation refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Corporation. Unless the Corporation shall refer such dispute to arbitration, there shall be no arbitration of such dispute.

- 17.2 In the event the Corporation refers a dispute to arbitration, the Corporation may give notice of a dispute to one or more other Proponents who submitted Proposals, each of whom shall be a party to and shall be entitled to participate in the arbitration and each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.
- 17.3 In the event the Corporation refers a dispute to arbitration, the parties to the arbitration agree that they shall exchange brief statements of their respective positions on the dispute, supported by relevant documents, and submit to an arbitration hearing that shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

## **18. CONFIDENTIALITY**

- 18.1 All information provided by or obtained from the Corporation in connection with this RFP, either before or after the issuance of the RFP, is the sole property of the Corporation and must be treated as confidential. Such information is not to be used for any purpose other than replying to this RFP. Upon conclusion of the RFP process, Proponents, if requested by the Corporation, agree to return to the Corporation all information provided by the Corporation or obtained by the Proponent within the RFP process.
- 18.2 By submitting a Proposal, Proponents acknowledge that the contents of their Proposals will be disclosed, on a confidential basis, to the evaluation committee and to the Corporation's advisors for the purpose of evaluating or participating in the evaluation of Proposals. The Corporation will use reasonable efforts to protect commercial terms and other sensitive and confidential information provided by the Proponents (the "Confidential Material"), however the Corporation accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the Corporation, its staff or any

other person associated with the Corporation may have been negligent with respect to such disclosure.

18.3 Pricing contained in the Proposal will be disclosed to the Corporation's Council through inclusion in a report that provides recommendation for award and may be discussed at a public meeting. The report is included in the Corporation's Council agenda which is made available to the public.

18.4 In accordance with MFIPPA, personal information respecting Proponents and their staff is being collected under the authority of the *Municipal Act* and will be used exclusively in the evaluation process. Because of the provisions of MFIPPA, Proponents are reminded to identify in their Proposal any Confidential Material the disclosure of which could cause them injury. Proponents are cautioned not to designate their entire Proposal as Confidential Material. The Corporation will use reasonable efforts to safeguard the confidentiality of any Confidential Material identified by a Proponent but shall not be liable in any way whatsoever to any Proponent if such Confidential Material is disclosed for any reason.

## **19. PUBLIC STATEMENTS**

19.1 Proponents shall not publish, issue or make any statements or news releases, electronic or otherwise, concerning their or any other Proposal, the RFP, the evaluation of Proposals, or the award of the Contract or the cancellation of the RFP, without the prior written consent of the Corporation.

## **20. APPLICABLE LAW**

20.1 This RFP shall be construed in accordance with and be governed by the laws of the Province of Ontario and, subject to Article 17, each of the Proponents attorns to the exclusive jurisdiction of the Courts of Ontario.



## **APPENDIX A – TERMS OF REFERENCE**

### **RFP No. 12-R17**

#### **Supply of Emergency Medical Services Uniforms**

The Corporation of the City of Cornwall invites proposals from qualified proponents to supply EMS Uniforms for the Cornwall S.D. & G Emergency Medical Services Division. The successful proponent would supply uniforms for approximately 107 Paramedics and support staff who work various shifts, live and work in various locations in around the City of Cornwall and who need different uniform pieces at different times.

The time spent on uniform acquisition should be minimal and should be arranged so that ordering could be done between requests for help from the public, while on break, or require minimal time outside of work hours. The accessibility to ordering should be able to accommodate the working conditions listed above. It should allow a mechanism for a worker to order two or more times throughout the year.

If a contract is awarded for this RFP, preference will be given to the proponent who can provide all required uniform items and who also presents a viable system for ordering, tracking, delivery, sizing etc. If required, the Corporation may award this RFP to more than one proponent. Optional items may or may not be included as part of an award and may or may not be awarded to the successful proponent(s) for the required items. The Corporation reserves the right to contract for the optional items through alternate methods which may include the issuance of another RFP.

Each EMS worker is assigned a fixed uniform budget of approximately \$260 per year. Items 1-18 of the required clothing are covered by the employee budget and will be purchased through the uniform budget of the employee. Items 19 and 20 of the required clothing are purchased directly by the Corporation and are not part of the employee uniform budget.

The worker is free to select items from the approved uniform list. The proponent must have safe guards in place to ensure that the individual allowance is not overspent. The price for each uniform item shall be clearly posted/identified and shall include all costs including taxes, shipping, alterations, oversize charges and any other charges. The proponent shall allow EMS employees who are in good standing a mechanism where they may elect to purchase uniform items in excess of the city approved allowance, ensuring that the purchases in excess of the employer allowance are paid for by the employee using such means as personal cash, personal cheque, personal credit card etc. The Corporation will not provide any compensation for any items purchased above the approved allowance.

The City is seeking a proponent that can supply all aspects of the approved EMS uniform in a timely fashion. Each proponent will describe the expected time frame an order will take to be delivered/accessible to the employee, measured from when the order is placed to when the uniform items are in the possession of the requesting employee. Timely delivery of uniform orders is an important function and Proponents will be required to meet the proposed timelines. Failure to meet the timelines will be consideration for cancellation of the contract.

The successful proponent will be able to allow the EMS worker to make an educated purchase by addressing the concerns of being able to try on uniform pieces and/or provide education on how to properly measure/fit various articles of clothing, and successfully communicate this information to the EMS worker. The process will allow the order to be tracked and inform the worker of where and when it will be delivered. A date stamp will be required to evaluate adherence to the proposed delivery time. The proponent will be able to set limitations on the ordering system which will ensure adherence to approved articles and help manage the individual uniform allowance issued to each worker. The Proponent should allow the worker to reference the balance remaining in the annual uniform allowance. Each worker has an email account which could be used in the notification system if required. The proponent will assist the service with transparency by providing a record of purchases which will include an itemized invoice including the name of the individual the quantity of items purchased and the cost. The service will allow mail deliveries to the central headquarters, but should not be used to store, manage inventory, or issue any uniform items. Deliveries to the central station should be packaged and identified by EMS worker, ready to be distributed.

All articles should be off the shelf, and where possible wash and wear. Unusual body shapes must receive uniforms and this may result in a customized order, which should be reflected in the posted cost/delivery schedule. Minor modifications to address specific service needs may be required and should be considered when estimating delivery time. Alterations may include, hemming of pants, affixing shoulder flashes, retro-reflective striping, or radio clips, when required.

Examples of some, but not all, delivery systems include:

- Store front operations within the Counties of Stormont, Dundas and Glengarry,
- Mail/email ordering and shipped or delivered. Shipping or delivery costs should be broken down to show the costs of a one-time purchase and/or a group rate, with the conditions that apply to each rate,
- Mobile store front such as supply truck and service representative,
- Other models that fit the criteria as presented by the proponents.

The successful proponent must manage a personnel roster and work collaboratively with the Corporation to add and delete workers. Assurances must be established so a person who is not on the approved list is not able to obtain any uniform item which has service specific identifiers. The personnel roster must be protected in accordance with the protection of personal information requirements of the workplace.

The successful proponent should have a tracking system in place that allows the Corporation to track orders from the initial order to completion of delivery and every step in between.

Systems which require the Corporation to prepay accounts prior to receipt of uniform pieces will not be entertained.

## SPECIFICATIONS FOR UNIFORM ITEMS

Unless specified, all shirts and pants should be available in both male and female sizes. Various options are encouraged for each item.

### Required Uniform Items

Item	Quantity	Description
1	±120	Dark navy blue poly/cotton tactical L.A.P.D. style shirt, short sleeve with a horizontal badge holder/radio clip attachment
2	±120	Dark navy blue poly/cotton tactical L.A.P.D. style shirt, long sleeve with a horizontal badge holder/radio clip attachment point above both breast pocket
3	±120	Dark navy blue tactical L.A.P.D. style shirt with (Coolmax) or equivalent, anti-bacterial wicking material, short sleeve. This item will not have a fused collar. These may be polo style shirt and can be retro-reflective upper half if "off the shelf".
		<p><b>Further specifications for items 1-3</b></p> <p>All navy blue and white shirts (included under optional items) should be representative of the following specifications;</p> <ul style="list-style-type: none"> <li>-approximate 4.5 ounce, 65% polyester, 35% cotton (excluding item 3 which shall be (Coolmax) antibacterial wicking material, or equivalent)</li> <li>-Fused lined collar with stays (Item 3 excluded)</li> <li>-Front style plackets, pencil slot on left breast</li> <li>-Two front pockets</li> <li>-Epaulettes/lined</li> <li>-Two front and two back stitched in pleats</li> <li>-Crests on both shoulders (to be supplied by Corporation)</li> <li>-Radio clip at both sides of chest approx. 3 inches above breast pockets</li> <li>-Wash n' Wear</li> <li>-Item 3. The cool max summer shirt can be a Polo style shirt ( i.e front does not open fully). Many manufacturers are using this shirt as bike patrol or similar. This would be acceptable as off the rack if it included high visibility. It should include breast pockets, radio clip attachment points and the ability to have epaulettes.</li> </ul>
4	±170	Dark navy blue Tactical Pants with velcro flaps and <b>1" wide 3M horizontal retro reflective silver leg stripe.</b> (silver stripe approximately 5 inches below the cargo pocket)
		<p><b>Further Specifications for item 4.</b></p> <p>All pants should be representative of the following specifications;</p> <ul style="list-style-type: none"> <li>-approximately 8 oz. 65/35 Poly/Cotton, fade resistant complete with 2" waistband</li> </ul>

		<ul style="list-style-type: none"> <li>-Double hook and eye closure</li> <li>-Minimum of five (5) 1"x2" spaced belt loops sewn into top and bottom of waistband</li> <li>-French fly with #5 vision zipper</li> <li>-Front pockets, patch style pleated to the outside of both legs with two front and two cargo (cargo with velcro flaps) <b>Large enough to accommodate - 4.5" x 7" x 3/4" thick booklet</b></li> <li>-Back pockets: back pockets with velcro flap or equivalent.</li> <li>-Stitched front crease</li> <li>-Bar tacks at all stress points, double stitched seat, crotch lining, open seam construction</li> <li><b>-Belt loops must accommodate Duty Belt (see below)</b></li> <li>-Wash 'n 'Wear,</li> <li>-Women's pant must consider various off the shelf options, such as lower rise, wider hips etc...</li> </ul>
5	±170	Dark navy blue T-Shirts, short and long sleeve, 100% heavy cotton. Various neck designs including long sleeve turtle neck.
6	±40	Dark navy blue T-Shirts, short and long sleeve, (Coolmax) or equivalent anti-bacterial wicking material.
7	±30	Dark navy blue T-Shirts, long sleeve, mock turtle neck, (Coolmax) or equivalent anti-bacterial wicking material.
8	±85	Winter gloves and mittens, a variety of winter gloves and mittens should be offered. The gloves and mittens should be black. The gloves and mittens should have the option of various lengths such as end at the wrist or slightly longer, come with or without elastic or Velcro wrist bands. Lined glove or mitten.
9	±10	Slush Pants to be worn over uniform pants complete with <b>1" wide 3M horizontal retro reflective silver striping</b> 5 inches below the knee, waterproof. <b>Stormtech or equivalent. Unisex sizing. Ideally, the design would allow the worker to put on slush pants without having to take off their work boots.</b>
10	±10	Winter Overpant – similar to the slush pant in item 9 only lined. Preference is pants that have access to inner pockets or have pockets of their own. Winter pant may include a belt or belt loops.
11	±85	Winter Hat Knitted with “Paramedic” embroidered on front. Hat should match the pants colour, cuffed or uncuffed. Can be lined.
12	±40	Pro style cap, deluxe cotton drill, 6 panel cap, 6 eyelets, pro-stitch, 8, rows of stitching on peak, with terry cloth sweatband, tan leather back strap with square buckle and metal grommet, tuck-in back strap closure color: <b>Navy Blue with EMS crest sewn on (supplied by Corporation)</b>
13	±40	Belts, a variety of belt styles should be offered. All belts need to be black. Examples of belts that should be included in the selection are: “Two in one”

		Ultra duty belts consisting of 1.5 to 2 inches wide and must correspond with the belt loops of the provided pants, the inner Velcro belts attaches to the outer belt, adjustable lengths, heavy duty clasp/belt buckle, web nylon or equivalent. Black leather belt approximately 1.5 to 2 inches wide, sturdy buckle or clasp, adjustable lengths, multiple sizes.
14	±60	Personal Kit Bag. <b>Minimum size</b> 19" x 10" x 12", approximately 1680 denier nylon fabric with waterproof pocket, removable shoulder strap, rugged zipper, colour navy preferred. Can be a back pack design.
15	±30	Dickies - dark navy blue, poly/cotton turtleneck style with approx. 4" collar.
16	±30	Sweaters, dark navy, acrylic, pull over, v neck or crew neck, Epaulettes, Military style, may be lined, can have elbow patches or similar, Can be unisex, This product could also be a ¼ zip fleece sweater
17	As required	<b>maternity clothing such as pants or coveralls.</b> Maternity pants should be dark navy blue, be able to accommodate a belt (for radio use) and have retro reflective striping as described under pants above. Other maternity items should be listed.
18	±85	<b>Epaulettes</b> - epaulette sleeves that attach around the shoulder attachments. Requirements would be for several ranks including PCP, ACP, logistics., Captains, Deputy Chief, Chief, Administration. There would be different colours required, gold, silver etc.
19	±170	<b>Shoulder flashes:</b> using the design provided by the Corporation, create shoulder flashes, in either gold or white thread, describe prices per minimum order, art work is the property of the Corporation.
20	±10	<b>All in one winter coats:</b> consists of an outer winter parka, inner liner which can be used as a spring/ fall coat, removal sleeves to transform into a vest configuration. Epaulettes, outer radio clips, side zippers for radio/inner pocket access, retro reflective striping 2 inch side, cross pattern on the back, horizontal and vertical striping on the back and front, Neon Yellow on all outer upper ½ of each layer, variety of pockets on each layer, Large retro reflective wording across the back and smaller wording above affixed to the left chest area of each layer. Detachable hood, rugged zipper, waterproof and breathable. Coat to be similar to Opus-SJ62 Six in One, Four Seasons, 2-tone jacket or equivalent.

### Optional Items

(Items that may or may not be required due to funding, collective agreements, etc.)

Item	Quantity	Description
21	As needed	Forage cap- dark navy blue caps with or without gold braid, should include, paramedic caps, and various caps of differing rank. Variety of sizes.

22	As needed	Dress Uniform Tunic, dark navy poly/wool blend, four button front, epaulettes, gold or silver buttons, tropical or serge, shoulder flashes affixed, two upper pleat patch pockets, and two lower patch pockets, double breasted, notched label, lined
23	As needed	Dress pant or dress skirt: dark navy pant, black skirt is acceptable if no alternative, tropical or serge, two front ¼ slant pockets, two rear reece pockets, reinforced zipper and belt clasp, belt loops to accommodate dress uniform belt. Maple leaf trim ribbon running vertically from hip to ankle on the pants.
24	As needed	Dress belt- dark navy or black in color, buckle in silver or gold, adjustable length, various sizes, width must accommodate belt loop size of dress pant.
25	As needed	Men's neck tie or women's cross tie: dark navy or black, clip on or regular neck tie, various sizes.
26	As needed	Dress Uniform Trench Coat: Navy or Black, double breasted, zip out liner, two lower pockets, ability have epaulettes and shoulder flashes attached (flashes and epaulettes supplied by Corporation)
27	As needed	Various pins, insignia or service bars, gold or silver.
28	As needed	White poly/cotton tactical L.A.P.D. style shirt, short sleeve
29	As needed	White poly/cotton tactical L.A.P.D. style shirt, long sleeve
30	As needed	White T-Shirts, short sleeve, 100% heavy cotton.
31	As needed	White dress uniform gloves, end at the wrist, various sizes
32	As needed	Black leather dress shoes, various sizes for men or women

All materials shall be new, good quality manufactured free from flaws and defects. All garments shall withstand numerous washings. All stress areas shall be reinforced with double needle stitching. All thread used shall be of top quality and strength.

Unless qualified by the provision "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 is used simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which proposals 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. Proponents should furnish complete specification data with respect to the commodity he proposes to furnish. All items should be representative of the listed specifications and should fully serve the intended purpose of the uniform item in the same manner as the listed specifications.

**All quantities given are estimates only as Paramedics and support staff are supplied with an annual allowance for purchase of uniform pieces and may choose from any combination of items.** All items listed may or may not be required due to the allowance given to individual Paramedics, changes to work environment and collective agreements etc. The City of Cornwall makes no guarantee that any level of spending will be achieved through the awarding of this proposal. **The Corporation reserves the right to work with the successful proponent to add, delete or modify items as required.** The Corporation will not provide compensation for stockpiled clothing that remains in the proponent's possession at the end of the contract.

#### Notes

If quality or any of the service bench marks drop or are not being met (ex. quality, delivery timelines, etc.), the Corporation reserves the right to cancel this contract and contract with another Proponent who responded to the RFP, contract with a Proponent who did not respond to the initial RFP or to issue a competitive bid document.

#### Term of Contract

If a contract is awarded, the Corporation proposes to award a Contract for a term of three years beginning on approximately January 1, 2013. The contract may be extended for the possibility of two one-year renewals at the mutual agreement of the parties.

## APPENDIX B – CONTRACTUAL ACKNOWLEDGEMENT

### Price Information:

**ALL** goods and/or services as outlined in the Terms of Reference will be delivered to the Corporation at the cost indicated in your proposal.

### Contractual Acknowledgement:

Subject to any Points for Discussion which the Proponent includes in its Proposal, the Proponent agrees that the Contract Terms attached to this RFP as Appendix C shall be the commercial terms and conditions of any Contract entered between the Corporation and the Proponent. The Proponent acknowledges and agrees that the Corporation may make an award of Contract based on the Proposal submitted or, at the option of the Corporation, require the Proponent to enter negotiations to finalize the Terms of Reference and Points for Discussion, if any. The Proponent acknowledges that any Contract negotiated with the Corporation is subject to the approval of Council.

### Defined Terms

The capitalized terms used in this Contractual Acknowledgement shall have the meanings given to them in Article 4 of the RFP.

### Addenda's

Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.

SIGNED this                day of                2012.

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Signature	Name and Title ( <i>Print</i> )	Has the authority to bind the Corporation.
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Company Name

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Company Address

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Telephone No.:

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Facsimile No.:

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E-mail Address:



## APPENDIX C – CONTRACT TERMS

### 1. Definitions

- (1) **“Applicable Laws”** means applicable federal, provincial and local statutes and their respective regulations, common law, as well as any policies, standards or guidelines issues by any agency, authority, regulatory body, court, or other entity exercising executive, legislative, judicial, regulatory or administrative powers or functions pertaining to government,.
- (2) **“Confidential Information”** has the meaning ascribed to it in Section 13(1) hereto.
- (3) **“Corporation”** means the Corporation of the City of Cornwall.
- (4) **“Disclosing Party”** has the meaning ascribed to it in Section 13(2) hereto.
- (5) **“Effective Date”** means the date upon which an authorized representative of the goods and/or services Provider and an authorized representative of the Corporation have both executed this Contract.
- (6) **“Municipal Purchasing Supervisor”** means the head of Purchasing Services, Division of the Department of Financial Services of the Corporation. Currently, the head is Mr. Stephen Rand.
- (7) **“Receiving Party”** has the meaning ascribed to it in Section 13(2) hereto.
- (8) **“Service Provider”** means goods and/or services Provider name.
- (9) **“Service Provider Personnel”** has the meaning ascribed to it in Section 3 hereto.
- (10) **“Term”** shall have the meaning ascribed to it in Section 9 hereto.
- (11) **“WHMIS”** means the Workplace Hazardous Materials Information System.

### 2. Goods and/or services

- (1) The goods and/or services Provider (where required) shall maintain a Crisis Contingency Plan acceptable to the Corporation, acting reasonably, and shall comply with said plan throughout the Term of the Contract. The goods and/or services Provider shall ensure that the Crisis Contingency Plan is consistent with those that would be implemented by a prudent goods and/or services provider providing goods and/or services similar to the goods and/or services to an entity such as the Corporation.
- (2) The goods and/or services Provider shall not assume any responsibilities outside of this Contract that either conflict with the obligations under this Agreement or may in any way prevent or limit the goods and/or services Provider from performing its obligations hereunder.

### **3. Service Provider Personnel**

- (1) As of the Effective Date **[approximately January 1, 2013]** the Service Provider shall provide the services and/or goods outlined in this proposal to the Corporation.
- (2) The Corporation shall have the option to request the immediate replacement of any goods and/or services Provider Personnel who are considered, in the sole discretion of the Corporation, to be unsuitable, and the goods and/or services Provider shall, upon such request, immediately replace such goods and/or services Provider Personnel.

### **4. Subcontracting**

- (1) The goods and/or services Provider shall obtain the consent of the Corporation in writing prior to subcontracting or permitting the subcontracting of any portion of the goods and/or services.
- (2) In any subcontract permitted under this Section 4, the goods and/or services Provider shall ensure that the subcontractor is bound by and complies with the terms and conditions of the Contract.
- (3) Notwithstanding subcontract, the goods and/or services Provider shall remain responsible for to the Corporation its obligations under this Contract.

### **5. Representations and Warranties**

- (1) The goods and/or services Provider covenants, represents and warrants as follows:
  - (a) to use only licensed and qualified individuals of suitable training, experience, and shall as goods and/or services Provider Personnel and ensure that all goods and/or services Provider Personnel maintain in good standing their licenses from their governing bodies and provide proof to the Corporation upon request;
  - (b) to conduct appropriate background checks with respect to the goods and/or services Provider Personnel;
  - (c) to supervise the performance by the goods and/or services Provider Personnel of the goods and/or services in the same manner as would a reasonably prudent goods and/or services provider providing goods and/or services similar to the goods and/or services for a client such as the Corporation;
  - (d) to ensure the goods and/or services are performed to the highest degree of care and skill in accordance with all Applicable Laws, standards of practice of the applicable licensing and regulatory bodies and the by-laws, rules, regulations and policies of the Corporation;
  - (e) to ensure that there are an appropriate number of goods and/or services Provider Personnel available at all times to provide the goods and/or

services in accordance with the levels of goods and/or services to be provided under this Contract;

- (f) at its own cost, to ensure all goods and/or services Provider Personnel are properly uniformed at all times when delivering the goods and/or services hereunder;
- (g) that all Equipment materials, supplies and goods and/or services provided by the goods and/or services Provider shall fully comply with all safety and environmental requirements, as set forth in Applicable Laws, all applicable industry standards and all rules, regulations, policies and standards of the Corporation, as amended or supplemented from time to time;
- (h) that all Equipment is in good working order and will perform in accordance with its specifications, free from defects in materials, workmanship and design and to monitor, maintain, repair and/or replace the Equipment as required to ensure its continued good working order throughout the Term;
- (i) that the Equipment is free and clear from all liens or encumbrances of any kind and that its use by the Site will not infringe the rights of any third party;
- (j) to notify the Corporation as soon as possible of any incidents, occurrences, errors, omissions or mistakes in relation to the goods and/or services that the goods and/or services Provider discovers or of which it becomes aware;
- (k) to notify the Corporation as soon as possible of any situation which may affect the ability of the Corporation or the Site to enjoy the benefit of the goods/services;
- (l) that the goods and/or services Provider is a duly incorporated and validly existing corporation and has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Contract;
- (m) that the entering into and the performance by the goods and/or services Provider of its obligations under this Agreement:
  - (A) are within its powers and have been duly authorized by all necessary corporate action on its part; and
  - (B) are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

## **6. Compensation**

- (1) The provider shall invoice the Corporation of the City of Cornwall. Invoices are to be sent directly to the Department.

## **7. Insurance (Where Required)**

- (1) Without restricting the generality of the Indemnification provisions, the goods and/or services Provider shall, during the term of this Agreement, provide, maintain and pay for:
  - (a) Commercial General Liability Insurance with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the goods and/or services Provider and shall name the Corporation as an additional insured thereunder.
  - (b) The Commercial General Liability insurance shall include coverage for:
    - (A) premises and operations liability;
    - (B) products or completed operations liability;
    - (C) blanket contractual liability;
    - (D) cross liability
    - (E) tenant's legal liability;
    - (F) non-owned automobile liability;
    - (G) owner's and contractor's protective liability;
    - (H) contingent employer's liability;
    - (I) breach of conditions clause;
    - (J) severability of interest clause.
  - (c) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and
- (2) The goods and/or services Provider shall provide the Corporation with proof, in a form satisfactory to the Corporation, of the insurance required under this section prior to the commencement of this Contract.
- (3) All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary endorsements to provide the Corporation with thirty (30) days prior written notice of any amendment or cancellation by registered mail to the attention of the Corporation's Municipal Purchasing Supervisor.
- (4) The Corporation of the City of Cornwall shall be added as an additional insured with a severability of interest and cross liability clause on each policy of comprehensive liability insurance.

- (5) The successful bidder must obtain and forward to the Corporation a letter of clearance from the Workplace Safety and Insurance . The clearance certificate's validity period is to be from the current date and up to 90 days, thereafter ensuring ongoing good standing with the Workplace Safety and Insurance Board. It is the responsibility of the successful Contractor to ensure that its contractors and/or subcontractors of every description, obtain and maintain proper and adequate coverage used for this project, as would be required of any prudent contractor and/or subcontractor of such assigned operation.

## **8. Indemnification**

- (1) Without limiting any other obligation of the goods and/or services Provider under this Contract or otherwise, the goods and/or services Provider hereby agrees to indemnify and save harmless the Corporation, its elected officials, officers, employees, servants, agents and others for whom the Corporation is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to by any wilful or negligent act, omission, delay, or allegations thereof, a breach of any term of this Contract or of any statute or regulation, or any privacy breach on the part of the goods and/or services Provider, its officers, employees, sub-contractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the goods and/or services pursuant to this Contract or anyone else for whom the goods and/or services Provider is in law responsible.
- (2) Should the Corporation be made a party to any litigation commenced by or against the goods and/or services Provider, the goods and/or services Provider will protect, indemnify and hold the Corporation harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and client basis) incurred or paid by the Corporation in connection with such litigation. The goods and/or services Provider will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Corporation in enforcing the terms, covenants and conditions in this Contract.

## **9. Term**

- (1) This Agreement shall come into force on the Effective Date and shall continue for a period of three (3) years (the "**Term**").
- (2) This Agreement may be renewed at the option of the Corporation for up to two (2) subsequent terms of one (1) year each at the mutual agreement of both parties.

## **10. Termination for Cause**

- (1) The Corporation reserves the right to determine non-performance or poor quality of goods and/or goods and/or services and the opinion of the Corporation in this regard shall be final in all instances.

- (2) Where the goods and/or services Provider is in default in carrying out any of its obligations under the Contract, the Corporation may, upon giving written notice to the goods and/or services Provider, terminate the Contract, either immediately, or at the expiration of a cure period specified in the notice if the goods and/or services Provider has not cured the default to the satisfaction of the Corporation within that cure period.
- (3) Where the goods and/or services Provider becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the goods and/or services Provider, or an order is made or a resolution passed for the winding up of the goods and/or services Provider, the Corporation may upon giving notice to the goods and/or services Provider, immediately terminate the Contract.

#### **11. Termination for Convenience**

- (1) The Corporation reserves the right to terminate the Contract for any reason, without penalty or obligations to the Corporation, upon provision of ninety (90) days written notice.
- (2) The goods and/or services Provider shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Corporation under this Section.

#### **12. Force Majeure**

- (1) Neither party shall be liable to the other to perform any obligations under this agreement due to causes which are beyond their reasonable control and of a nature which has the power or authority to remedy, including, without, limitation, acts of God, acts of civil or military disturbances, fires, floods, epidemics, wars and riots. In the event of such an occurrence, the party claiming relief shall give **prompt written notice** thereof to the other party and any time for performance of an obligations shall be extended by the time equal to the length of delay attributable to such occurrence.

#### **13. Confidentiality**

- (1) Each party acknowledges that during the course of this Contract, it may acquire information about certain matters and things which are confidential to the other, and that such information is the exclusive property of the other, including information relating to residents or to business and financial affairs ("**Confidential Information**"). Confidential Information does not include information that was in the public domain other than by reason of acts or omissions by the goods and/or services Provider of the goods and/or services Provider Personnel or that the goods and/or services Provider or the goods and/or services Provider Personnel lawfully received in good faith from a third party lawfully in possession of same and entitled to disclose same, or where otherwise required by law.
- (2) Each party who receives Confidential Information (the "**Receiving Party**") of the other party (the "**Disclosing Party**") shall hold such Confidential Information in

trust and confidence for and on behalf of the Disclosing Party and shall not, except as expressly authorized hereunder or in writing by the Disclosing Party, use, copy or disclose to any third party any Confidential Information so received.

- (3) Each Receiving Party shall take appropriate action by instruction, agreement or otherwise to ensure that its directors, officers, consultants and agents are required to keep confidential all Confidential Information of the Disclosing Party that is disclosed to or comes into the possession of any of them. The Receiving Party shall disclose Confidential Information only to those of its directors, officers, employees, consultants and agent who legitimately and reasonably require the same in connection with fulfilling that party's obligations under this Agreement.
- (4) The Disclosing Party retains title to all such Confidential Information and may require that Receiving Party to return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Contract.
- (5) Notwithstanding any other provision in these terms and conditions, Confidential Information shall not include information that is or becomes a part of the public domain through no fault of the Receiving Party or anyone for whom the Receiving Party is responsible at law, is received by the Receiving Party from a third party free of restriction, or can be established by written evidence to be already in the Receiving Party's possession without obligation of confidentiality prior to disclosure by the Disclosing Party.
- (6) In the event either party breaches the confidentiality provisions of this Contract, the breaching party acknowledges that the non-breaching party's remedies at law for such injury will be inadequate and the non-breaching party will be entitled to an immediate injunction from a court of competent jurisdiction, in addition to all other legal or equitable remedies for such breach.
- (7) The goods and/or services Provider may not, in its advertising or otherwise, indicate that it has or may supply goods and/or services to Site, without the express written consent of the Site Manager.

#### **14. Confidentiality of Personal Information**

- (1) The goods and/or services Provider will cooperate with any privacy assessment or audit conducted by or on behalf of the Site.
- (2) In the event that the Site makes a formal complaint to the goods and/or services Provider in respect of the goods and/or services Provider's compliance with these confidentiality/privacy provisions, the goods and/or services Provider shall, within five (5) days of receipt of the complaint, investigate the matter and provide the Site with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) days, the goods and/or services Provider shall provide the Site with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.

#### **15. Relationship of the Parties**

- (1) The goods and/or services Provider acknowledges and agrees that the goods and/or services Provider Personnel:

- (a) are not employees of the Corporation or of the Site;
  - (b) are not entitled to any of the benefits provided by the Corporation to its employees; and
  - (c) the goods and/or services Provider shall be solely responsible for all governmental obligations and deductions, including, without limitation, provincial and federal income tax deductions, Employment Insurance, Canada Pension Plan, Workplace Safety and Insurance Board and Employer Health tax contributions.
- (2) This Agreement is not intended to create a partnership, joint venture or employment relationship between the Corporation and the goods and/or services Provider and neither party will have, nor represent itself to have, any authority or power to enter into any contract, assume any obligations or make warranties or representations on behalf of the other or to act for or to undertake any obligation or responsibility on behalf of the other party, except as may be expressly provided in this Contract.

## **16. Statutes and Regulations**

- (1) Accessibility Regulations for Services: Contracted employees, third party employees, agents and others that provide customer service on behalf of the Corporation must meet the requirements of Ontario Regulation 429/07 with respect to training.
- (2) The successful bidder shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the contractor. Proof of training in specific areas may be requested by the Corporation.

## **17. General**

- (1) Notice
  - (a) Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is delivered, mailed or electronically sent.
- (2) Governing Law
  - (a) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Contract or any other agreement, document or instrument contemplated herein and the parties hereby accept and irrevocably submit to the



jurisdiction of the said courts and acknowledge their competence and agree to be bound by any judgment thereof.

(3) Severable

- (a) If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby and such invalid, illegal or unenforceable provision shall be severable from the remainder of this Contract.

(4) Entire Agreement

- (a) This Contract constitutes the entire Contract between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

(5) Amendments

- (a) No amendment or modification of this Contract shall be binding unless in writing and signed by the authorized representatives of the parties.

(6) Waiver

- (a) No waiver by a party to this Contract of any breach of any of the provisions of this Contract by any other party to this Contract shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of the party with respect to any other breach.

(7) Successors and Assigns

- (a) This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Neither party hereto may assign this Contract or any part hereof without the prior written consent of the other party hereto.

(8) Counterparts

- (a) This Contract may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

(9) Survival

- (a) The goods and/or services Provider's obligations pursuant to Section 13 "Confidentiality", Section 8 "Indemnification" and Section 7 "Insurance" hereto shall survive the expiry or termination of the Contract as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

**APPENDIX D – OFFICIAL BID DOCUMENT**

**RFP No. 12-R17**

**SUPPLY OF EMERGENCY MEDICAL SERVICES UNIFORMS**

**COMPANY NAME:** \_\_\_\_\_

**DUE DATE:**           **October 5, 2012 @ 4:30:00 p.m.**

**DELIVER TO:**

**THE OFFICE OF THE PURCHASING SUPERVISOR**

**CORPORATION OF THE CITY OF CORNWALL  
PURCHASING SERVICES  
1246 ONTARIO STREET  
CORNWALL, ON       K6H 4C8**

The Proponent shall complete and affix (glue/tape) this page to the outside of their sealed envelope prior to submission so that it is visible to the Office of the Purchasing Supervisor.

Official Bid Document (Label)