SCARBOROUGH CENTRE FOR HEALTHY COMMUNITIES

Multifunction
Copier / Printer / Scanner / Fax
Request for Proposal

RFP#: SCHCITRFP09052018

September 5, 2018
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1.0 INTRODUCTION

Scarborough Centre for Healthy Communities (SCHC) originally founded in 1977, is one of the most established and comprehensive community health organizations in the province. The organization owes its beginnings to 13 community agencies, a core group of community leaders and countless volunteers who identified emerging health and social needs within Scarborough.

Our work is driven by standards of excellence in the field, proven practice and trends in our local landscape. Since our inception, SCHC has consistently addressed urgent issues affecting the community’s health such as access to primary health care, safety, affordable housing, inclusion and our aging population. As one of a few integrated community health organizations in Toronto, we are able to address the holistic aspects of health including physical, mental, social, financial and environmental.

After incorporating & acquiring Not-for-Profit Charity status, SCHC provided initial services to the community such as meals-on-wheels, home support, transportation and family support programs. We employ over 180 staff, engage over 650 volunteers and operate 38 distinct and integrated services across 11 sites that work together to improve the health of our community. We provide primary care through our community health centre; are involved in health promotion and disease prevention, palliative care, engaging youth and have a variety of social support programs including a food bank. Our clients include newcomers, low income, individuals with multiple chronic conditions, facing social isolation and barriers to accessing services.

In order to remain a client centered, integrated, engaged and proactive organization, we have continued to work closely with our community members, foster partnerships with initiatives that address pressing needs while setting new standards of excellence. We work tirelessly to offer programs that profoundly impact the health of the communities we serve and to remove barriers to overall health and wellbeing for residents of Scarborough.

For more information, please visit our website at www.schontario.ca.
2.0 CURRENT PRINTERS AND SERVICES

Currently at the SCHC’s offices, the staff utilizes Canon multi-function printers with copy, printing, scanning and faxing capability joined to our network. It has a maximum copying speed of up to 50 pages per minute. These multi-function printers are leased and are located at 10 sites with the Scarborough area as follows.

<table>
<thead>
<tr>
<th>Site</th>
<th>Department</th>
<th>Site Address</th>
<th>Current Equipment Description</th>
<th>Average Monthly Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Hub</td>
<td>Reception</td>
<td>2660 Eglinton Ave E.</td>
<td>IRC5250</td>
<td>3839 BW 5958 CLR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHC Admin</td>
<td>IRC5250</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Palliative Care</td>
<td>IR4025</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Office</td>
<td>CHC Admin</td>
<td>629 Markham Road</td>
<td>IR4035</td>
<td>2991</td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>IRC5250</td>
<td>10710 BW 7841 CLR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>IR4025</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2225</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SK</td>
<td>Reception</td>
<td>4002 Sheppard Ave</td>
<td>IR4025</td>
<td>2225</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetes</td>
<td>Reception</td>
<td>1333 Neilson Rd.</td>
<td>IR4025</td>
<td>2154</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Bank</td>
<td>Reception</td>
<td>4100 Lawrence Ave E.</td>
<td>R1730IF</td>
<td>3006</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EarlyON Child &amp; Family Centre</td>
<td>Reception</td>
<td>4110 Lawrence Ave E</td>
<td>IR1730IF</td>
<td>746</td>
</tr>
<tr>
<td></td>
<td>Reception</td>
<td>4175 Lawrence Ave E.</td>
<td>IR1730IF</td>
<td>490</td>
</tr>
<tr>
<td></td>
<td>Reception</td>
<td>4205 Lawrence Ave E.</td>
<td>IR1730IF</td>
<td>461</td>
</tr>
<tr>
<td></td>
<td>Reception</td>
<td>3600 Kingston Road</td>
<td>IR4025</td>
<td>588</td>
</tr>
<tr>
<td>Furniture Bank</td>
<td>Reception</td>
<td>1960 Ellesmere Road</td>
<td>IR730IF</td>
<td>891</td>
</tr>
</tbody>
</table>
3.0 PRIMARY REQUIREMENTS
- All digital copiers/printers shall be new and should not be remanufactured or factory processed or use refurbished parts
- All copiers/printers must include the capability for scanning and faxing.
- HID technology for accessing printers
- Minimum speed (25 ppm) based on recommended volume
- Centralized management – Ability to make changes to multiple units via a common interface.
- Universal Driver support – a common print driver between models would be an asset.
- PCL 6 & PS Drivers
- Supported platforms Windows 7/ Windows 10 and Windows 2012 R2 Server
- Network protocols TCP/IP (Web based administration interface) Scan to PDF (Searchable/OCR capable)
- Scan to email PDF (Searchable / OCR capable)
- Page Numbering
- Stapler, hole-puncher, finisher
- Power saver mode
- Auto paper selection / Auto tray switching / Dual page copy / Booklet copy
- A sheet stacker is preferred.
- All drivers/Mobile Print/Secure Printing
- Multi-function printers that serve as central departmental printers, copiers, scanners and fax with full colour capability for printing and scanning.
- Dual-Scan Document Feeder (Scan Speed of 70 ppm)
- Network Scanning – Scan to SMB share with support for program pre-sets for consistent scanning.
- Maintenance contract cost
- Reliability, service response time and/or local service availability
- Secure Printing
- Scan black & white and color
- 4-Paper Drawers (including Large-Capacity Drawer) Up to 12 X 18 Capable
- Paper handling capability:
  - Letter – portrait and landscape
  - Legal 11x14 o 11 x 17
  - Bypass tray
  - Envelopes – ability to print envelopes fast
  - Cardstock-up to 110 lbs.
- 50-sheet Multi-Position Stapling Finisher
- 2- and 3-Hole Punch
- Automatic document feeder
- Original size detection
- Automatic duplexing
• Sorting
• Reduction and enlargement capability
• Scanning resolution minimum 600 dpi
• Output resolution 1200x1200

Proposals must specify response times for service calls. This equipment will be used daily. Prompt, reliable service is required.

Indicate in your proposal specific training for staff and system administrators.

This contract must specify that a full set of replacement toner cartridges will be available at the SCHC locations at all times.

Installation
• Vendor will be responsible for removing existing leased equipment and delivering them to Canon’s depot/warehouse.
• Vendor will provide qualified labor for delivery and installation of equipment.
• Vendor will be required to schedule equipment and software installation.
• Perform installation in accordance with manufacturer’s instructions/specifications.
• Vendor to conduct work in a manner in which it is least disruptive to the regular operations of the offices.
• Vendor to provide clean up and disposal of all debris resulting from this project. All areas should be “ready to use” upon completion.
• Vendor will be responsible for transferring all existing data from existing to new machines.
• Vendor will provide a reasonable timeframe (no more than 45 days) for the transition from the existing machines to the proposed ones.

Maintenance
Vendor will execute a maintenance contract, covering all maintenance (parts and labor) and supplies (excluding paper) during the entire leasing period of the machines.

Service Contract
Service contract to include all parts, labor, toner, 150,000 copies per year. Maintenance agreement pricing will be locked in for duration of contract term. Vendor will guarantee service response time.
Optional Features
The successful proponent shall provide the following, as further describe in section 4.3
Rated Criteria:

1. Provide follow me print software solution
2. Provide fax server solution
   a. Currently have 12 analog fax lines
   b. Fax solution must be centrally managed
   c. Fax solution must be able to route faxes to Windows folder based on header information
   d. Ability to fax from MFD’s and natively connect to fax server solution
   e. Ability to fax from desktop

Requirements
1. Implement embedded Follow Me Print for all multifunctional devices
2. Follow Me Print must release at all SCHC sites for all staff
3. Follow Me Print solution must integrate with SCHC active directory (AD) for all staff
4. Follow Me Print solution must support our current HID card technology
5. Ability to change finishing options at multifunctional device interface for Follow Me Print
6. Follow Me Print solution must support resilience
7. Mobile printing
8. Multifunctional devices must support fax server solution through embedded application

IT Infrastructure
The follow me print solution must be able to track printing, copying and faxing by staff member using current HID card and provide usage for each staff member.
Scarborough Centre for Healthy Communities  
Request for Proposal – Multifunction Printers RFP (SCHCITRFP09052018)

### Rated Criteria

<table>
<thead>
<tr>
<th>Title</th>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how your “Follow Me Print” solution register user HID cards and manages temporary cards</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how your “Follow Me Print” solution allows users to change finishing options at multifunction device interface including B/W to color option</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how your “Follow Me Print” solution supports resilience</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how your “Follow Me Print” universal driver is supported</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how accounting is accomplished for paper jams at multifunctional device</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe what happens after a paper jam at multifunction device, and after a user logs out</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please describe how features on multifunctional device can be restricted by users or groups i.e. one user is able to access Color Copying while another will not be able to have this capability</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please advise if your Air Print is certified</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please advise if support for your “Follow Me Print” is onsite</td>
</tr>
<tr>
<td>Follow Me Print</td>
<td></td>
<td>Please advise if your mobile print job stays local within our network or goes to the cloud</td>
</tr>
<tr>
<td>Title</td>
<td>Points</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Fax Server Solution</td>
<td></td>
<td>Please advise how your embedded application will support Fax Server Solution at an API level</td>
</tr>
<tr>
<td>Fax Server Solution</td>
<td></td>
<td>Please advise how accounting is tracked for your Fax Server Solution – Statistics</td>
</tr>
<tr>
<td>Fax Server Solution</td>
<td></td>
<td>Please advise if your Follow Me Print solution will support your Fax Server Solution</td>
</tr>
</tbody>
</table>

### 4.0 PROPOSAL SUBMISSION GUIDELINES

Respondents are prohibited from contacting any staff or board members to obtain any information pertaining to this RFP, RFP Process, or to demonstrate or justify the prospective Respondents’ services or relay other benefits of doing business with SCHC. Unless it pertains to unrelated business or service, it is unacceptable for the Respondents to initiate contact with any member of the RFP Evaluation Committee or any other staff unless specifically requested to do so by the Client Representative. Please note that it is unacceptable for prospective Respondents to engage in any entertaining of any staff member connected with this RFP. Any prospective Respondents who fails to comply with this requirement will be disqualified from the bidding process.

**RFP Schedule**
The following is a summary of the key dates in the RFP process.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>September 5, 2018</td>
</tr>
<tr>
<td>Final Date for RFP Questions/Inquiries</td>
<td>September 12, 2018 @ 4 p.m.</td>
</tr>
<tr>
<td>Responses to RFP Questions/Inquiries</td>
<td>September 20, 2018</td>
</tr>
<tr>
<td>RFP Closing Date</td>
<td>September 28, 2018 @ 4 p.m.</td>
</tr>
<tr>
<td>Short List of Respondents</td>
<td>October 12, 2018</td>
</tr>
<tr>
<td>Respondent’s Interviews (if requested by SCHC)</td>
<td>Week of October 26, 2018</td>
</tr>
<tr>
<td>Selection Completed (approximate date)</td>
<td>November 2, 2018</td>
</tr>
</tbody>
</table>

The RFP schedule may be changed by SCHC, at any time, and at its sole discretion.
When and Where to Submit a Proposal
To be eligible for consideration, please provide:

One (1) proposal in electronic format using either MS Word or Adobe, and three (3) hardcopies of the same proposal in printed format by September 28, 2018 at 4:00 p.m. Eastern Standard Time, to:

Scarborough Centre for Healthy Communities
Attention: Gulam Ahmed
629 Markham Road, Unit 2
Scarborough, ON M1H 2A4

Late proposals will not be accepted and will be shredded unopened and unread and will not be considered for this RFP. It is the Respondent’s responsibility to ensure that proposals are submitted on or before the RFP Closing Date.

If more than one proposal is received, all proposals from that particular Respondent will be shredded unopened and unread and will not be considered for this RFP.

Withdrawal or Amendment of Proposal
A prospective Respondent may withdraw its proposal any time prior to the RFP Closing Date September 28, 2018 at 4 p.m. by email notice to the Client Representative at gahmed@schcntario.ca.

In the event it is withdrawn, any proposal from that particular Respondent will not be considered for this RFP.

Proposal Irrevocable
Subject to the prospective Respondent’s right to withdraw or amend a proposal prior to the RFP Closing Date, proposals will be irrevocable by the prospective Respondent and will remain in effect and open for evaluation by SCHC, until a successful Respondent is selected in accordance with this RFP Schedule.

Addenda
The issuance of addenda will be the only method recognized for revisions to the RFP document. SCHC will make its best effort to issue addenda within a reasonable period time on its website.

Clarification and Verification of Proposal
SCHC reserves the right to seek clarification and supplementary information from prospective Respondents after the proposal submission deadline. The response received by SCHC from a prospective Respondent shall, if accepted by SCHC, form an integral part of that prospective Respondent’s submission.

SCHC reserves the right to verify any Respondent’s statement or claim by whatever means SCHC deems appropriate and may reject any Respondent’s statement or claim, if in the judgment of SCHC, the statement or claim appears unwarranted or not credible.
Respondent Inquiries
All inquiries regarding this RFP should be directed by email to the Client Representative at gahmed@schcontario.ca. The deadline for RFP questions/inquiries is September 12, 2018 by 4:00 p.m. SCHC will issue a summary of questions and answers which will be visible to all prospective Respondents. To ensure privacy and confidentiality, Respondents who submit inquiries will not be identified by name or easily recognizable distinguishing feature.

Conflict of Interest
Each proposal must include confirmation that the prospective Respondent does not and will not have any conflict of interest (actual or potential) in submitting its proposal, or if selected with its contractual obligations under the contract. Where applicable, the prospective Respondent must disclose in its proposal, information pertaining to any situation which may be a conflict of interest in submitting a proposal or, if selected, with the contractual obligations of the Respondent under the contract. Each prospective Respondent will sign and return an original copy of the Conflict of Interest Form attached in Schedule A.

The proposal of any prospective Respondent may be disqualified where that Respondent fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, SCHC in addition to any other remedies it may have in law or in equity shall have the right to rescind any contract awarded to a Respondent if SCHC, in its sole and absolute discretion determines that at any time the Respondent made a misrepresentation regarding any of the above.

Type and Term of Contract for Services

Pricing and Taxes
Pricing shall be firm for the duration of the Services Agreement. The proposal price must include all incidental costs and the Respondent’s proposal shall be deemed to be satisfied in meeting the full requirements of the RFP.
5.0 RFP TERMS & CONDITIONS

Reservation of Rights of SCHC
In addition to any other express rights or any other rights, which may be implied in the circumstances, without liability, cost or penalty to SCHC, SCHC may at any time prior to or after the RFP Closing Date:

a) Waive formalities and accept proposals that substantially comply with the requirements of this RFP;
b) Waive irregularities in any prospective Respondent’s proposal;
c) Check references other than those provided by a prospective Respondent;
d) Disqualify a prospective Respondent whose proposal contains misrepresentations or any other inaccurate or misleading information;
e) Disqualify a prospective Respondent or the proposal of a prospective Respondent who has engaged in conduct prohibited by this RFP;
f) Cancel this RFP process at any stage;
g) Cancel this RFP and issue a new RFP for the same or similar services;
h) Discuss with any prospective Respondents different or additional terms to those contemplated in this RFP or in any prospective Respondent’s proposal;
i) Accept a prospective Respondent’s proposal as is, or negotiate with any prospective Respondent any new requirements or terms, or changes that may be deemed necessary by SCHC; and
j) Reject any or all proposals in the absolute discretion of SCHC.

Any amendment or supplement to this RFP will be communicated to interested parties in the same manner in which this RFP was issued.

Any reference to RFP in this document will mean this RFP and all addenda, amendments or supplements, if any.

Costs
Each prospective Respondent will bear all costs associated with or incurred in the preparation and presentation of its proposal. Neither the failure of a prospective Respondent to understand the RFP nor SCHC’s rejection of any or all proposals, will render the SCHC and/or its respective affiliates liable for any costs, penalties or damages. No prospective Respondent shall hold SCHC and/or its respective affiliates liable for any error or omission in any part of this RFP. SCHC does not guarantee or warrant that such information is accurate, comprehensive or exhaustive.

Confidentiality
All information distributed in connection with this RFP is confidential, and is to be used for the sole purpose of completing proposals and are to be used for no other purpose unless prior written consent has been provided by SCHC. All material and information distributed will remain the property of SCHC to be used at its discretion.

All candidates electing not to submit a proposal will dispose of any and all confidential information in a responsible manner.
**Governing Law**
The RFP, the successful Respondent’s proposal and every document that will be required to be executed by the parties pursuant to the RFP will be governed by the laws of Ontario and the laws of Canada applicable therein, without reference to their respective conflict of laws principles.

**6.0 REQUIREMENTS FOR COMPLETION**

**Mandatory Requirements**
The prospective Respondent must deliver the following:

(a) One (1) proposal in electronic format using either MS Word or Adobe, and three (3) hardcopies of the same proposal in printed format.

The following is a list of mandatory items to be included in the proposal:

(a) **Cover Letter:** An introduction to the prospective Respondent’s firm and a clear statement that the Terms and Conditions of this RFP have been read understood and agreed to in their entirety and confirming that the information provided in the proposal is accurate. The letter must also be signed by an authorized representative from the prospective Respondent’s organization and include a clear statement noting that the individual signing the proposal has the authority to bind the prospective Respondent’s firm.

(b) **Company Profile:** A description of the business (including breadth of other similar assignments and clients: resources, support services available and relevant to this contract) and contact details of the prospective Respondent’s firm, including:

(i) The full legal name of the prospective Respondent’s firm;
(ii) Any other name under which the prospective Respondent’s firm carries on business;
(iii) The address, telephone and facsimile numbers for the prospective Respondent’s firm;
(iv) The name and title of a primary contact for all questions and clarifications arising from the RFP;
(v) The address, e-mail, telephone and facsimile number for the primary contact;
(vi) The name and title of the proposed individual(s) who will be performing the services for SCHC; and
(vii) The proposed start date for performing the services for SCHC.
(c) **Conflict of Interest Form:** Complete, sign and attach the Conflict of Interest Form included in Schedule A.

(d) **References:** Include three (3) recent references in the proposal; include name, title, organization and telephone number for each reference. Preferably in the health care sector.

(e) **Pricing Information:** Include all fees for the provision of Respondent’s services. All pricing information will be in Canadian funds excluding taxes.

### 7.0 EVALUATION OF PROPOSALS

**RFP Evaluation Process**
The evaluation of the proposals will be conducted by SCHC in five (5) stages. A proposal must meet the requirements of each applicable stage to proceed to the next stage.

**Stage 1:** consists of validating that all proposal requirements are included and complete according to Mandatory Requirements section.

**Stage 2:** evaluating the list of services in accordance with Description of Deliverables and compliance to proposed timelines.

**Stage 3:** evaluating pricing information in conjunction with services offered.

**Stage 4:** Selecting a short list of Respondents from the received proposals. All other Respondents will be notified of not being selected to the short list.

**Stage 5:** Interview with short listed Respondents.

**Stage 6:** consists of verifying reference information for the selected Respondent. Please provide three (3) references, with at least one (1) from the health sector.

**Stage 7:** Selection of successful Respondent, to begin contract negotiations. The points allocated to each stage of the evaluation process are as follows:

<table>
<thead>
<tr>
<th>STAGE</th>
<th>EVALUATION PROCESS</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Validate for compliance with all mandatory submission requirements in Section 7.0.</td>
<td>Pass / Fail</td>
</tr>
<tr>
<td>2</td>
<td>Evaluate the proposal against requirements set out in Sections 2, 3 and 4.</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>Evaluate pricing information in conjunction with services offered.</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Selecting a short list of Respondents (if required).</td>
<td>n/a</td>
</tr>
<tr>
<td>5</td>
<td>Interview with short listed Respondents (if required).</td>
<td>20%</td>
</tr>
<tr>
<td>6</td>
<td>Verify References.</td>
<td>Pass / Fail</td>
</tr>
<tr>
<td>7</td>
<td>Selection of successful Respondent.</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Each stage is evaluated separately and in sequential order. A maximum of five (5) eligible prospective Respondents with the highest point scores in Stage 2 and 3 may be invited to participate in Stage 5.

**Selection of Respondents**

**Evaluation Criteria**

SCHC will make the award to the successful Respondent. Final selection of a Respondent may be based on, but not be limited to, a number of criteria. More points will be given to proposals that demonstrate the knowledge, experience and outcomes listed below:

- Meeting all of the RFP’s deliverables, requirements and deadlines;
- Pricing Information
- Respondents must have professional certification and/or related experience and qualifications in the industry; Any personnel who will be tasked/assigned with fulfilling the RFP’s requested solution must also have applicable certification and relevant experience.
- In addition to industry specific experience, Respondents must also possess relevant experience related to non-profit and / or health care sector organizations. At least one reference must be provided;
- Reference checks

**Contract Award**

SCHC will make the award to the prospective Respondent who can provide the best-fit solution for SCHC. The selected Respondent’s entire proposal will be evaluated and selected on the basis of the responses to all information requested in this RFP. The successful Respondent will be invited to enter into a Service Agreement with SCHC. Notice of selection to the successful Respondent’s will be in writing.

**Failure to Enter into Agreement**

If the selected Respondent fails to execute the Services Agreement within thirty (30) days of notice of selection:

- SCHC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Respondent, and
- SCHC is subsequently permitted to negotiate, at its sole discretion, with any other Respondent from the short list.

**Notification to Other Respondents**

Once an Agreement is successfully executed, all other Respondents on the short list will be notified by SCHC.
Conflict of Interest Form

The Vendor must complete either Part 1 or Part 2, by marking the box in the appropriate section.

Part 1:

☐ The Vendor declares that:
(1) there was no Conflict of Interest in preparing its submission; and
(2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposal.

OR

Part 2:

☐ The Vendor declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Vendor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request for Services.

If the Vendor declares an actual or potential Conflict of Interest by marking the box in Part 2 above, the Vendor must set out below details of the actual or potential Conflict of Interest:

________________________________________

________________________________________

________________________________________

Signature:

________________________________________

Officer of the Company
(I have authority to bind the organization) ____________

Date

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Schedule B

PROFESSIONAL SERVICES AGREEMENT (SAMPLE ONLY)

Professional Services Agreement (the “Agreement”) between XXXX (the “Contractor”) located at, XXXX and the Scarborough Centre for Health Communities (“SCHC”) with an office at 629 Markham Rd, Scarborough ON M1H 2A4

WHEREAS Contractor wishes to provide the Services, as defined below, to SCHC and SCHC wishes to retain the Contractor to provide the Services;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1 Term and Termination. The term of this Agreement and the appointment of the Contractor by SCHC is from XXXX (effective Date”) and will remain in full force until XXXX unless otherwise extended by mutual agreement from the Effective Date (the “Term”). Notwithstanding the following, SCHC may terminate this Agreement upon ten (30) days’ notice in writing to the Contractor, without cost or penalty. If this Agreement is terminated in accordance with this Section 1, SCHC shall pay the Contractor for the Services (as defined below) satisfactorily performed, as reasonably determined by SCHC, up to the effective date of termination.

2 Scope of Work. Contractor shall act as a non-exclusive Contractor for SCHC in respect of those services identified in the Statement of Work attached hereto as Schedule A (the “Services”). To the extent not already owned by SCHC, Contractor hereby assigns and transfers, and agrees that SCHC shall be the exclusive owner of, all of Contractor’s right, title and interest to any work product of Contractor from and after its creation by Contractor, including all intellectual property rights therein.

3 Compensation and Invoicing. The rate(s) shall be fixed for the Term and SCHC shall not be obligated to compensate the Contractor beyond the fees set out in Schedule B attached hereto unless a separate agreement is entered into with respect thereto. The rates set forth in Schedule B are exclusive of all applicable taxes including, without limitation, applicable goods and services taxes (“HST”). The Contractor will invoice Contractor fees separately to SCHC each month containing sufficient detail of work performed to the applicable invoice, as per Schedule B attached. SCHC will pay all undisputed invoices within thirty (30) days of receipt. All references to currency herein are to lawful money of Canada.
4 Independent Contractor.

(a) The parties agree that the Contractor is an independent Contractor and this Agreement does not create nor constitute a partnership, agency or joint venture between the parties. Neither the Contractor nor its employees, subcontractors or agents (each a “Contractor Representative”), shall be considered or deemed agents, employees or workers of SCHC for any purpose, including without limitation, for applicable workers’ compensation and income tax legislation, nor shall they share in the benefits provided, or required to be provided, by SCHC to SCHC’s employees. Neither Contractor nor a Contractor Representative shall have any right or authority to bind SCHC by contract or otherwise or represent themselves as being employees or officers of SCHC.

(b) The Contractor acknowledges and agrees that it is solely responsible for any and all payments required to be made and the performance of all other obligations respecting workers’ compensation insurance, withholding taxes, vacation pay, Canada Pension Plan, employment insurance, payroll taxes and such similar payments and obligations relating to Services provided by Contractor and the Contractor Representatives. The Contractor agrees to comply with all applicable laws, including employment standards, workers’ compensation, income tax, payroll tax and health and safety legislation.

5 Contractor Personnel. SCHC shall have the right to interview and approve any Contractor Representative who will be assigned to perform the Services or any part thereof. SCHC shall be consulted before any Contractor Representative is withdrawn from the performance of Services by the Contractor.

SCHC shall also have the right, at any time and for any reason, to request the withdrawal of any Contractor Representative who is assigned to perform the Services or any part thereof and the Contractor shall withdraw such Contractor Representative as soon as practicable after SCHC’s request. In all cases in which a Contractor Representative is withdrawn, for any reason, the Contractor will assign a replacement Contractor Representative to SCHC immediately if required by SCHC. If a Contractor Representative is withdrawn for any reason during such individual’s first thirty (30) days on assignment, SCHC will not be charged for any Services provided by such withdrawn Contractor Representative.

6 Background Checks. Contractor must ensure (i) criminal background checks are completed on all Contractor Personnel who will be performing Services under this Agreement onsite at SCHC’s premises and (ii) only those individuals passing the criminal background check are permitted to perform Services onsite at SCHC’s premises.
7 **Indemnity.** The Contractor shall indemnify and save harmless SCHC and its directors, officers, employees, agents and representatives (collectively, the “**SCHC Indemnitee**”) from and against any loss, expense, cost, action, demand or claim which any SCHC Indemnitees may suffer or incur as a result of or in connection with: (i) the performance or non-performance by the Contractor of any of its obligations hereunder, or (ii) any breach of a Contractor’s covenant or any inaccuracy or misrepresentation in a Contractor’s representation and warranty contained herein, or (iii) Contractor’s breach of Section 4.

8 **Limitation of Liability.** The limit of Contractor liability to SCHC for any breach of this Agreement shall be limited to the direct damages arising from such breach and shall not exceed the greater of the aggregate value of all amounts paid or payable by SCHC.

Notwithstanding the foregoing, there shall be no limitation of liability in respect of damages to real property, injury (including death), to persons attributable solely to the negligent acts or omissions or willful misconduct of the Contractor and Contractor Representatives.

9 **Representations and Warranties.** The Contractor represents and warrants to and covenants with SCHC that:

(a) it shall provide the Services to the best of its ability and in a competent, professional and timely manner;

(b) it has sufficient knowledge, qualifications, resources, skill and experience to perform the Services and shall use only fully trained and qualified personnel in the performance of the Services (the Contractor shall provide proof of its compliance with this subparagraph to SCHC upon request);

(c) the Contractor has always operated, is operating and will operate in compliance with all applicable laws, including statutory requirements for licensing and registration and Contractor shall provide proof of such compliance to SCHC upon request;

(d) Contractor or Contractor Representative(s) will not provide their own personal computers for use in connection with the provision of the Services and such personal computers are to be connected to SCHC’s network. In the event computers are to be connected to SCHC’s network is necessary to perform the Services, SCHC will provide such computers.

10 **Insurance.** The Contractor shall maintain insurance coverage as may be required by law or by SCHC, acting reasonably, including liability insurance with respect to personal injury, death or property damage and workers’ compensation coverage. At SCHC’s option, the Contractor shall provide to SCHC proof of such insurance coverage upon signing this Agreement or at any time during the Term. The Contractor shall provide SCHC with prior written notice of any cancellation, change or lapse of such insurance coverage, provided that, if such prior notice is not reasonably possible, the Contractor shall provide written notice to SCHC of such cancellation, change or lapse as soon as is reasonably possible.
11 Benefit and Assignment. This Agreement shall ensure to the benefit of and be binding upon SCHC and the Contractor and their respective heirs, executors, administrators, legal personal representatives, successors and assigns. The Contractor may not assign this Agreement or its rights or obligations hereunder without the prior written consent of SCHC.

12 Confidential Information. SCHC may provide information which relates to the business or affairs of SCHC to Contractor that is confidential and proprietary in nature. All information, including the personal information (“Personal Information and Personal Health Information”) of SCHC’s customers, employees and volunteers will be held in trust and strict confidence by the Contractor and treated as confidential information and only used for the performance of obligations under this Agreement. The Contractor shall have a fiduciary obligation to protect such information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or any disclosure whatsoever, except as specifically authorized by SCHC in writing.

In addition to the obligations set forth above, Contractor shall comply with all legislation relating to the protection and privacy of the Personal Information. After the completion of the Term of this Agreement, Contractor shall return or destroy all copies (whether in electronic or other form) of all confidential information of SCHC, its customers and employees then in Contractor’s possession, and provide SCHC with certification of such destruction.

13 Policies. The Contractor represents and warrants that it is not aware of any existing or potential breaches of the SCHC's Business Conduct Guidelines or Privacy Policy.

14 Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

15 Provisions which Operate Following Termination. Notwithstanding any termination of this Agreement for any reason whatsoever, the provisions of Sections 4, 7, 9, 12, 13, and 18, and any other provisions of this Agreement necessary to give efficacy thereto shall continue in full force and effect following any such termination.

16 Publicity. Contractor shall not publish nor knowingly permit to be published any press releases, advertising, sales promotions, or other publicity matters related to any product or service furnished by Contractor to SCHC and shall not use any of SCHC’s logos or brand designs without the prior written consent of SCHC. Contractor shall obtain SCHC’s prior written consent to use SCHC’s personnel as a reference.
17 **Entire Agreement.** This Agreement, including all Schedules attached hereto, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior agreements, understandings and communications, oral or written, between the parties. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in writing and in the English language only. Les parties’ declarant quells ont exigé que la présente entente soit rédigée en anglais.

18 **No Contra Proferentem.** The parties agree that each party has had ample opportunity to obtain the legal and other professional advice that such party deems necessary or desirable with respect to this Agreement and the transactions and documents contemplated herein and that in construing any provision in this Agreement or any document contemplated herein the legal principle of “contra proferentem” shall not apply or be applied.

19 **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. Each party hereby: (i) attorns to the exclusive jurisdiction of the courts of the province of Ontario and (ii) waives trial by jury.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the______ day of___________ month 2017.

### Scarborough Centre for Healthy Communities

**Signature:**

**Name:**

**Title:**

**Date:**

### Scarborough Centre for Healthy Communities

**Signature:**

**Name:**

**Title:**

**Date:**