

RFQ Terms & Conditions
Shared Services West (SSW)
(Updated February 1, 2014)

Quotation Submission

To be eligible for consideration in an RFQ process, a response must be received by date and time stated in the RFQ document. Responses must be delivered to:

Shared Services West
Northgate Business Park
1107 Clay Avenue, Unit 500
Burlington ON L7L 0A1

Attention: Contact named in the RFQ document
Email: Provided in the RFQ document

Quotations received after the Closing Time shall not be considered. Each Vendor is responsible for the actual delivery of its Quotation to the address and location listed above, regardless of whether the Quotation has been given to couriers, delivery services, Canada Post.

Quotations transmitted by facsimile shall not be considered.

Electronic versions will be accepted, however Shared Services West nor its Hospitals will be held accountable for responses delayed, or not received.

Submission Procedures

Vendors shall allow sufficient time to ensure that the Quotation is received by the Closing Time.

Withdrawal of Quotation

A Vendor may withdraw its Quotation only by giving written notice received by the Shared Services West Contact specified in the RFQ document before the Closing Time of this RFQ. Following the Closing Time, no Quotations may be withdrawn.

Amendment of Quotation

A Vendor may amend its Quotations after submission but only if the Quotation is amended and resubmitted before the Closing Time by notice to the Contact specified in the RFQ document in writing and replaced with a revised Quotation, in accordance with the provisions of this RFQ, before the Closing Time.

Quotation Irrevocability

Withdrawal of Quotations shall be irrevocable by the Vendor for one hundred and eighty days (180) days from the Closing Time.

Requirements

For the purposes of the requirements stated in this RFQ

- a) "must" and "shall" indicate that the requirement is mandatory, subject to provisions of this RFQ; and
- b) "should", "could" and "may" indicate that the requirement is discretionary.

RFQ PROCEDURES

Contact Information

All questions and communications regarding this RFQ should be directed to the Contact specified in the RFQ document.

Notice

The Vendor is put on notice that from the date of issue of the RFQ through any award notification of the Agreement:

- a) only the contact specified in the RFQ document is authorized by Shared Services West to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ;
- b) Vendors should not contact Hospital partners in regards to this RFQ, unless instructed to in writing by the Contact specified in the RFQ document;
- c) under no circumstances shall the Vendor rely upon any information or instructions from the Hospital, its employees, or its agents unless the information or instructions are provided in writing by the Contact specified in the document; and
- d) neither the Hospital, its employees nor its agents shall be responsible for any information or instructions provided to the Vendor, with the exception of information or instructions provided in writing by the Contact specified in the RFQ document.

Information

Vendor to Review

The Vendor must carefully review this RFQ and ensure that the Vendor has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions or ambiguities in any part of this RFQ. Each Vendor is responsible for conducting its own investigations and due diligence necessary for the preparation of its Quotation.

Vendor to Notify

If the Vendor has any reason to believe that any of the conditions exist in the above Vendor to Review, the Vendor must notify the Contact specified in the RFQ document in writing prior to submitting the Vendor's Quotation. The Contact specified in the RFQ document shall notify all Vendors that have submitted a Quotation that such a notice has been received.

Vendors shall not:

- a) claim after submission of a Quotation that there was any misunderstanding or any of the conditions set out in this RFQ were present with respect to this RFQ; or
- b) hold Shared Services West or the Hospital liable for any uncertainty, inconsistency, error omission or ambiguity in any part of this RFQ.

Clarification and Questions

Submission

Vendors may request clarification of this RFQ by:

- a) submitting all requests for clarification by email, courier, delivery or mail to the Contact specified in the RFQ document or as otherwise directed by the Contact specified in the RFQ document;
- b) including the Vendor's address, telephone number, facsimile number and email address; and
- c) submitting all requests for clarification no later than seventy-two (72) hours before the Closing Time.

Questions and Answers

Shared Services West will provide Vendors with written responses to questions that are submitted in writing. All Addenda shall form part of this RFQ. Questions and answers will be distributed in numbered Addenda to Vendors that have submitted a Quotation or a Notice of Intention. In answering the Vendor's questions, Shared Services West shall include in the Addenda all questions but not attribute the questions to any Vendor. Notwithstanding the foregoing, Shared Services West:

- a) may in its sole discretion answer similar questions from various Vendors only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible, and
- b) reserves the right to provide oral responses to minor questions and to not distribute the answers in Addenda.

Issued Addenda

Each Vendor shall be responsible for verifying before submitting its Quotation that it has received all Addenda that have been issued.

Notification to Other Proponents of Award and Debriefing

Once an agreement is executed by the successful Proponent, the other Proponents will be notified in writing of the award of the contract to the successful Proponent. If requested in writing by a Proponent, SSW will make best efforts to provide a debriefing of that Proponent's proposal.

In the Event of a Tie Score

In the event of a tie score the successful Proponent will be determined by comparing scores of the highest weighted section of the scoring template. The Proponent with the highest score of this section will be considered the successful Proponent. If there is a tie in that section, the section weighted the 2nd highest will be considered and so forth until a clear winner is determined.

Bid Protest Procedure

Respondents wishing to protest an award decision are required to submit a request in writing as outlined in Section 4.0 no later than 10 business days following the posting of a contract award. The protest must clearly identify the following:

- A specific description of an alleged breach with reference to supporting facts
- Documentation that supports the alleged breach
- Issues to be resolved, including any remedies sought

Additional Rights

Shared Services West shall have the right without liability, cost or penalty and in its sole discretion to exercise any of the rights set out in this RFQ

Amendments to the RFQ

Shared Services West shall have the right to amend or supplement this RFQ in writing prior to the Closing Time. Vendors shall be informed of any such change and provided with numbered Addenda issued by the Contact specified in the RFQ document. No other statement, whether written or oral, will amend this RFQ. The Vendor is responsible to ensure it has received all Addenda, if any. The Addenda shall be binding on each Vendor.

Right to Cancel the RFQ

Shared Services West shall have the right to cancel this RFQ, at any time, either prior to or after the Closing Time without award. Thereafter Shared Services West may issue a new tender, RFP, RFQ, sole source or do nothing. Shared Services West shall not be obligated to provide reasons for the cancellation.

Clarification of Vendor's Quotation

Shared Services West shall have the right at any time after Quotation submission, to seek clarification from any Vendor in respect of the Vendor's Quotation, without contacting other Vendors. Shared Services West is not obliged to seek clarification of any aspect of a Quotation.

Any clarifications sought shall not be an opportunity to either correct errors or to change the Vendor's Quotation in any substantive manner. In the clarification process, no change in the substance of the Quotation shall be offered or permitted. Subject to the qualification in this Section, any written information received by Shared Services West from a Vendor in response to a request for clarification from Shared Services West shall be considered part of the Vendor's Quotation.

Verification of Information

Shared Services West shall have the right to:

- a) verify any Vendor statement or claim by whatever means Shared Services West deems appropriate, including contacting persons in addition to those offered as references; or
- b) Access the Vendor's premises where any part of the work is to be carried out to confirm Quotation information quality of processes and to obtain assurance of viability.

The Vendor shall co-operate in the verification of information and is deemed to consent to Shared Services West verifying such information.

Quotation Acceptance

The lowest price Quotation or any Quotation will not necessarily be accepted. Shared Services West shall not be obliged to provide reasons for the rejection of any Quotation.

Right to Waive Irregularities

Shared Services West shall have the right to waive any irregularities in Quotations or in the submission of Quotations, provided that such irregularities are minor and do not constitute a material deviation.

Right to ask for Resubmission

If Shared Services West determines that either:

- a) all of the Quotations submitted are non-compliant; or
- b) none of the Quotations meets the needs of the Hospital

Shared Services West may carry out a process whereby all Vendors are allowed the opportunity to correct their Quotation without a change in their pricing.

Pricing

Prices should be quoted in Canadian dollars and be inclusive of any delivery or duty charges. Prices shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise instructed in this RFQ, shall remain firm for the period set out in the Quotation and in the Agreement. All prices should be quoted exclusive of the goods and services tax and federal or provincial taxes or other similar taxes, each of which, if applicable, should be stated separately

Legal Action

The Vendor should disclose any pending or threatened legal action against the Vendor or any third party, which may have an impact on the availability of accessories or support of the product or equipment or services that is being proposed pursuant to this RFQ.

Conflict of Interest

The Vendor should set out any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations set out in the Agreement.

DISQUALIFICATION OF QUOTATIONS

Shared Services West, without liability, cost or penalty, in its sole discretion, may disqualify any Quotation at any stage of the RFQ process if:

- a) the Quotation contains incorrect information;
- b) the Vendor misrepresents any information provided in its Quotation;
- c) there is any evidence that the Vendor, its employees, or agents colluded with one or more other Vendors or any of its or their respective employees or agents in the preparation of the Quotation;
- d) the Vendor's lack of co-operation impedes the RFQ process or the evaluation of the Quotation;
- e) the Vendor has previously breached a contract with the Hospital;
- f) the Vendor submits a Quotation that is determined to be non-compliant with the requirements this RFQ;
- g) in the case of a Quotation jointly submitted by multiple parties, in the event that one party decides to opt out of the RFQ process, cannot continue to be a Vendor, or cannot fulfill the obligations set out in this RFQ;
- h) the Vendor reveals a conflict of interest in its Quotation or a conflict of interest is brought to the attention of the Contact specified in the RFQ document; or
- i) the Vendor submits a Quotation with respect to the subject matter of this RFQ to anyone outside of the Contact specified in the RFQ document.

ADDITIONAL TERMS AND CONDITIONS

Acceptance of RFQ

By submitting a Quotation in response to this RFQ, the Vendor agrees to accept and to be bound by all of the terms and conditions contained in this RFQ, and by all of the representations, terms and conditions contained in its Quotation.

No Publicity or Promotion

Vendors shall not make any public announcement or distribute any literature regarding this RFQ or otherwise promote itself in connection with this RFQ or any agreement awarded under this RFQ, without the prior written approval from Shared Services West.

Confidentiality

Confidential Information

All correspondence, documentation and information of any kind, provided to any Vendor, in connection with or arising out of this RFQ or the acceptance of any Quotation:

- a) remains the property of Shared Services West, or the Hospital;
- b) must be treated as confidential;
- c) must not be used for any purpose other than for replying to this RFQ and for fulfillment or any related subsequent agreement; and

- d) must be returned upon request.

Vendor's Submission

All correspondence, documentation and information provided in response to or because of this RFQ may be reproduced for the purposes of evaluating the Vendor's submission to this RFQ.

If a portion of a Vendor's Quotation is to be held confidential, such provisions must be clearly identified in the Quotation.

Intellectual Property

The Vendor should not use any intellectual property of Shared Services West or the Hospital, including but not limited to all logos, registered trademarks or trade names of Shared Services West or the Hospital, at any time without the prior written approval of Shared Services West or the Hospital as appropriate. All deliverables, services and intellectual property rights divided under this RFQ are to remain the exclusive property of Shared Services West and/or the Hospital. Requests to present data or publish or present papers derived from work under this RFQ in any type of publications, journals or professional conferences must be made to Shared Services West and prior approval electronically submitted must be obtained from Shared Services West or the Hospital as appropriate.

Conflict of Interest

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Quotation.

Assignment

The Vendor shall not assign any of its rights or obligations hereunder during the RFQ process without the prior written consent of the Hospital. Any act in derogation of the foregoing shall be null and void.

Governing Law

The RFQ, the Vendor's Quotation and the resulting Agreement shall be governed by the laws of Ontario and Canada.

No Liability

Shared Services West and the Hospital shall not be liable to any Vendor, person or entity for any losses, expenses, costs, claims or damages of any kind

- a) arising out of or by reason of or attributable to the Vendor responding to this RFQ; or
- b) as a result of the use of any information, error or omission contained in this RFQ document, provided during the RFQ process or during the term of the Agreement; or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFQ.

By submitting a quotation, we agree and consent to the terms, conditions and provisions of the Request for Quotation. I/We declare that neither our firm nor our employees have a situation with SSW or its employees, management or Directors that may be interpreted as a conflict of interest or potential conflict of interest.