



**Public Health**  
**Santé publique**  
SUDBURY & DISTRICTS

# ***PUBLIC HEALTH*** ***SUDBURY & DISTRICTS***

## **Request for Services**

### **Senior Dental Clinic** **Supply, Delivery and Installation of Dental** **Equipment**

**Date Issued:** October 09, 2020

**Proposal Submission Deadline:** October 26, 2020

## Table of Contents

Part 1 – Introduction .....	3
1.1 Invitation to Vendors.....	3
1.2 RFS Not Tender .....	3
1.3 Definitions.....	3
1.4 Public Health Sudbury & Districts Contact.....	4
Part 2 – The Deliverables .....	5
2.1 Overview .....	5
2.2 Description of Deliverables.....	5
2.3 Background .....	6
Part 3 – Proposal Submission Requirements .....	7
3.1 Proposal Contents.....	7
Part 4 – Evaluation of Proposals and Selection.....	8
4.1 Stage I – Compliance with Submission Criteria .....	8
4.2 Stage II – General Criteria.....	8
4.3 Stage III – Short List and Further Evaluation.....	9
4.4 Stage IV – Selection of Preferred Vendor.....	10
4.5 Stage V – Negotiation of Agreement(s) and Award.....	10
Part 5 – Terms and Conditions of the RFS Process .....	11
5.1 General Information and Instructions.....	11
5.2 Communication after Issuance of RFS .....	12
5.3 Submission of Proposals .....	13
5.4 Notification of Outcome .....	14
5.5 General Guidelines.....	14

## Appendices

Appendix A – Registration Form.....	i
Appendix B – Reference Form .....	ii
Schedule A – Equipment List & Pricing Form .....	iii

## **Part 1 – Introduction**

### **1.1 Invitation to Vendors**

This Request for Services (“RFS”) is an invitation to you to put forward a submission for the provision of services to PHSD to supply, deliver and install new dental equipment. Other Suppliers have been invited to put forward submissions for these services. Also refer to Part 2 – Deliverables for required scope of services.

### **1.2 RFS Not Tender**

This RFS is not a tender call. This RFS does not commit Public Health Sudbury & Districts in any way to select a Preferred Vendor to proceed to negotiations for an Agreement, or to award any Agreement. Public Health Sudbury & Districts reserves the complete right to, at any time, reject all Proposals and to terminate this RFS process. This RFS is not intended to create, and should not be construed as creating, contractual relations between Public Health Sudbury & Districts and any Vendor.

### **1.3 Definitions**

Unless otherwise specified in this RFS, capitalized words and phrases have the following meaning in this RFS.

"Agreement" means a formal written contract between Public Health Sudbury & Districts and a Preferred Vendor for the delivery of the Deliverables.

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFS process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to Public Health Sudbury & Districts and not available to other Vendors; (ii) communicating with any person with a view to influencing preferred treatment in the RFS process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFS process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in an Public Health Sudbury & Districts contract, the Vendor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Deadline for Issuing Addenda" means the date specified as such in Section 5.1.1.

"Deliverables" has the meaning specified in Section 1.1.

"Delivery Address" means the address specified in Section 5.3.1.

"Public Health Sudbury & Districts Contact" means Public Health Sudbury & Districts representative identified in Section 1.4.

"Personal Information" means recorded information about an identifiable individual or that may identify an individual.

"Preferred Vendor" means the Vendor selected by Public Health Sudbury & Districts to enter into negotiations for an Agreement.

"Vendor" means an entity that submits a Proposal.

"Vendor's Deadline for Questions" means the date specified as such in Section 5.1.1.

"Proposal" means a proposal submitted in response to this RFS.

"Proposal Submission Deadline" means the date specified as such in Section 5.1.1.

"Reference Form" means the Reference Form attached as Appendix B.

"Registration Form" means the Registration Form attached as Appendix A.

"RFS" has the meaning specified in Section 1.1. "Service Provider" means the Preferred Vendor that ultimately executes an Agreement.

#### **1.4 Public Health Sudbury & Districts Contact**

All Proposal submission must be sent in confidence to:

RFS – Senior Dental Clinic – Supply, Delivery and Installation of Dental Equipment  
Public Health Sudbury & Districts  
1300 Paris Street  
Sudbury, ON P3E 3A3  
Attention: Purchasing Department – Finance Clerk

Questions about submitting a Proposal or submission status may be sent to:

Katarina Skilliter – Finance Clerk  
Email: [purchasing@phsd.ca](mailto:purchasing@phsd.ca)  
Telephone: 705.522.9200, ext. 485  
Toll-free: 1.866.522.9200

Questions relating to the Scope of Work and the Deliverables must be sent in writing via email to:

Charlene Plexman, Program Manager  
Email: [plexmanc@phsd.ca](mailto:plexmanc@phsd.ca)

## Part 2 – The Deliverables

### 2.1 Overview

This RFS is an invitation to prospective vendors to submit Proposals for the provision of services to PHSD to assist in selection, supply, deliver and install new dental equipment for the implementation of a Seniors Dental Care Clinic, located at 10 Elm Street, Elm Place, Sudbury ON, P3C 1S8.

### 2.2 Description of Deliverables

The successful vendor shall work with the consultant(s) and owner (PHSD) to provide detailed selection and coordination services to ensure the proper and most appropriate dental equipment is specified and implemented. The equipment referred to in this RFS are relatively generic at this point.

#### Process and Time line for procurement

The successful vendor agrees to source, place the order, receive and warehouse the dental equipment prior to December 31, 2020, unless otherwise agreed to in writing by owner (PHSD). The successful vendor will be liable and responsible for the required storage of the equipment within an appropriate facility (heated) until the equipment gets delivered to the site at the date and time the site is ready for installation. Effective start date of warranties on all equipment will be the date of installation.

The successful vendor will be required to proactively coordinate with the consultant(s) and owner (PHSD) and General Contractor, as required, to ensure the timely installation of the new equipment to suit the construction schedule and new mechanical and electrical services.

Refer to Schedule A for list of suggested (but not limited to) Dental Equipment and Supplies categories.

#### **Overall Project Schedule and Deliverables:**

Award of RFS Contract:	<b>November 9, 2020</b>
Coordination and Selection of Equipment with Successful Vendor:	<b>November 10, 2020 to November 24 , 2020</b>
Final Selection of Equipment:	<b>November 26, 2020</b>
Process and Time line for procurement	<b>December 31, 2020</b>
Dental Clinic Construction	<b>February 2021 to November 2021</b>
Installation of Equipment	<b>September / October 2021</b>

## Certificates of Insurance

Certificates of insurance shall be delivered to Public Health Sudbury & Districts prior to commencement of work. The insurance company shall be licenced in the applicable jurisdiction in which the work is being conducted. The awarded vendor shall give PHSD a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded Vendor shall require all subcontractors performing any work to maintain coverage as specified.

General Liability Insurance	\$5,000,000
Automobile Liability Insurance	\$2,000,000
WSIB Certificate	

## 2.3 Background

### 2.3.1 Public Health Sudbury & Districts

Public Health Sudbury & Districts is a progressive, accredited public health agency committed to improving health and reducing social inequities in health through evidence-informed practice. With a head office in the City of Greater Sudbury and four branch offices throughout the districts of Sudbury and Manitoulin, Public Health Sudbury & Districts has a staff of over 250 who deliver provincially legislated public health programs and services. Public Health Sudbury & Districts is governed by an autonomous Board of Health and has strong community and inter-agency partnerships including the Northern Ontario School of Medicine and Laurentian University. Public Health Sudbury & Districts has an enriched public health practice environment that fosters research, ongoing education, and the development of innovative programs and services.

Public Health Sudbury & Districts is part of a provincial network of 36 non-profit public health agencies, funded jointly by local and provincial governments. These health units, together with the Public Health Branch of the Ministry of Health and Long-Term Care, public health laboratories, and primary health care providers comprise the formal public health system of the province.

Public Health Sudbury & Districts operates on five (5) sites with our main office in Sudbury, and satellite offices in Chapleau, Espanola, Manitoulin Island, and St. Charles. Public Health Sudbury & Districts spans 46,475 square kilometers on the northern shore of Georgian Bay. The area includes the City of Greater Sudbury, and the Sudbury and Manitoulin districts.

Public Health Sudbury & Districts works with individuals, families, within these communities, partnering with agencies to promote and to protect health and to prevent disease. Public health programs and services are geared toward people of all ages and are delivered in a variety of settings including workplaces, day care and educational settings, homes, health care settings and community spaces.

*The dental clinic will be located in a tenant space within a shopping mall and will provide comprehensive dental treatment to seniors. Treatment will consist of assessment and counseling, treatment planning, x-rays, delivery of dental services by a dentist and a dental hygienist. There will be an onsite lab to fabricate stone models, a large x-ray unit (panorex) plus a full sterilization centre. We are anticipating that some patients will have varying levels of mobility many of whom will require a wheelchair or walker for assistance.*

## **Part 3 – Proposal Submission Requirements**

### **3.1 Proposal Contents**

Vendors are encouraged to submit Proposals that conform to the following section headings and requirements. Failure to conform may impair the Proposal review process, possibly to the detriment of the Vendor.

- 3.1.1 A description of the Vendor's corporate profile, relevant experience and qualifications of key personnel and team members, and examples of similar type of projects.
- 3.1.2 Provide a full description of each service you propose to provide, demonstrating your understanding of the RFS requirements, including a detailed description of any processes and/or management tools you intend to use. Include written detail documenting how proposed service meets the requirements of equipment found in Schedule A. Provide details on how your company monitors and measures work quality, results and customer satisfaction.
- 3.1.3 A "Fees and Costs" section showing a breakdown of applicable taxes.

This section is to allow for a detailed cost analysis, if applicable. The evaluation of the costing element of a project is always done from the amount before taxes.

Public Health Sudbury & Districts will not pay or reimburse consultants for hospitality, food and incidental expenses, and such items should not be included in submissions.

All pricing is to be submitted on Schedule A.

- 3.1.6 An "Appendix" showing the curricula vitae of professional staff of the Vendor and any subcontractor.
- 3.1.7 A Registration Form (Appendix A), separate from the Proposal, signed by an authorized officer.
- 3.1.8 A Reference Form (Appendix B), separate from the Proposal, listing three persons for whom the Vendor has provided goods and/or services similar to the Deliverables within the past five years.

## **Part 4 – Evaluation of Proposals and Selection**

### **4.1 Stage I – Compliance with Submission Criteria**

Stage I of the evaluation process will consist of a review to determine which Proposals comply with all of the submission criteria of this RFS. Proposals that do not comply with all of the submission criteria, may, subject to the express and implied rights of Public Health Sudbury & Districts, be disqualified and not evaluated further.

Submission requirements, which Vendors are requested to provide in their Proposals, are listed below.

#### **4.1.1 Registration Form (Appendix A) – Mandatory**

Each Proposal should include a Registration Form completed and signed by the Vendor.

In addition to the other information and representations made by each Vendor in the Registration Form, each Vendor must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of Public Health Sudbury & Districts, the Vendor is found to be in a Conflict of Interest, Public Health Sudbury & Districts may disqualify the Proposal submitted by the Vendor.

The Vendor, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Registration Form. Where Public Health Sudbury & Districts discovers a Vendor's failure to disclose all actual or potential Conflicts of Interest, Public Health Sudbury & Districts may disqualify the Vendor or terminate any contract awarded to that Vendor pursuant to this procurement process.

#### **4.1.2 Reference Form (Appendix B) – Mandatory**

Each Proposal should include a Reference Form completed by the Vendor according to the instructions contained in that form. The name and telephone number of a contact person for each reference and a brief outline of the nature of the goods and/or services provided should be included.

Public Health Sudbury & Districts, in its sole discretion, may confirm the Vendor's experience and/or ability to provide the Deliverables by checking the Vendor's references.

### **4.2 Stage II – General Criteria**

Stage II of the evaluation process will consist of evaluating Proposals based on the following general criteria:



	<b>Category</b>	<b>Weight</b>
<b>4.2.1</b>	<b>Corporate Profile/Longevity and Sustainability as a Business:</b> Experience, satisfactory performance on similar completed projects. Number, qualifications and relevant experience of personnel to be assigned to the proposed team. Refer to item 3.1.1.	<b>25 pts</b>
<b>4.2.2</b>	<b>RFS Understanding and Approach:</b> Compliance to and understanding of the deliverables and ability to provide services as outlined in the RFS. Refer to item 3.1.2.	<b>15pts</b>
<b>4.2.3</b>	<b>Project Schedule</b> Written confirmation stating ability to meet project schedule as indicated in 'Item 2.2 – Overall Project Schedule and Deliverables.'	<b>20 pts</b>
<b>4.2.5</b>	<b>Pricing:</b> The Vendor's proposed fees and costs. All prices quoted shall be in Canadian Dollars. Prices shall also be quoted net of the Harmonized Sales Tax (HST) and any other federal or provincial taxes, if any, which may apply. Refer to item 3.1.3 and Schedule A.	<b>40 pts</b>

The scoring criteria and weighting may be changed based on RFS needs.

Public Health Sudbury & Districts will not be limited to the criteria referred to above, and Public Health Sudbury & Districts may consider other criteria that Public Health Sudbury & Districts identifies as relevant during the evaluation process. Public Health Sudbury & Districts may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Vendor's Proposal to another Vendor's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. In the event of a tie score, the selected Vendor will be determined on the basis of the Vendor with the highest rated score for pricing.

Public Health Sudbury & Districts reserves the right and discretion to divide up the Deliverables, either by scope, geographic area, or other basis as Public Health Sudbury & Districts may decide, and to select one or more Preferred Vendors to enter into discussion with Public Health Sudbury & Districts for one or more Agreements to perform a portion or portions of the Deliverables. If Public Health Sudbury & Districts exercises its discretion to divide up the Deliverables, Public Health Sudbury & Districts will do so reasonably having regard for the RFS and the basis of Proposals.

In addition to any other provision of this RFS, Proposals may be evaluated on the basis of advantages and disadvantages to Public Health Sudbury & Districts that might result or be achieved from Public Health Sudbury & Districts dividing up the Deliverables and entering into one or more Agreements with one or more Vendors.

### **4.3 Stage III – Short List and Further Evaluation**

Public Health Sudbury & Districts may, in its sole and absolute discretion, short list one or more Vendors for further evaluation, including by way of interview, presentation and/or demonstration.

#### **4.4 Stage IV – Selection of Preferred Vendor**

At the conclusion of Stage III, a Preferred Vendor or Preferred Vendors may be selected.

#### **4.5 Stage V – Negotiation of Agreement(s) and Award**

If Public Health Sudbury & Districts selects a Preferred Vendor or Preferred Vendors, then it may:

- a) enter into an Agreement with the Preferred Vendor(s); or
- b) enter into discussions with the Preferred Vendor(s) to clarify any outstanding issues and attempt to finalize the terms of the Agreement(s), including financial terms. If discussions are successful, Public Health Sudbury & Districts and the Preferred Vendor(s) will finalize the Agreement(s); or
- c) if at any time Public Health Sudbury & Districts reasonably forms the opinion that a mutually acceptable Agreement is not likely to be reached within a reasonable time, give the Preferred Vendor(s) written notice to terminate discussions, in which event Public Health Sudbury & Districts may then either open discussions with another Vendor or terminate the RFS and retain or obtain the Deliverables in some other manner.

## Part 5 – Terms and Conditions of the RFS Process

### 5.1 General Information and Instructions

#### 5.1.1 RFS Timetable

The following is the schedule for this RFS:

<b>Issue Date of RFS</b>	<b>October 9, 2020</b>
Vendors – Deadline for Questions	October 19 <sup>th</sup> 2020
Posting of Responses to Questions	October 22 <sup>nd</sup> , 2020
Proposal Submission Deadline	October 26 <sup>th</sup> , 2020 at 15:30 EDT
Public Opening of RFS Submissions	October 27 <sup>th</sup> , 2020 15:30 EDT (Skype for Business – virtual opening)

The RFS timetable is tentative only and may be changed by Public Health Sudbury & Districts in its sole discretion.

#### 5.1.2 Vendors to Follow Instructions

Vendors should structure their Proposals in accordance with the instructions in this RFS. Where information is requested in this RFS, any response made in a Proposal should reference the applicable section numbers of this RFS where that request was made.

#### 5.1.3 Proposals in English

All Proposals should be in English only. Any Proposals received by Public Health Sudbury & Districts that are not entirely in the English language may be disqualified.

#### 5.1.4 Public Health Sudbury & Districts' Information in RFS Only an Estimate

Public Health Sudbury & Districts and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFS or issued by way of addenda. Any quantities shown or data contained in this RFS or provided by way of addenda are estimates only and are for the sole purpose of indicating to Vendors the general size of the work.

It is the Vendor's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFS.

#### 5.1.5 Vendors Shall Bear Their Own Costs

The Vendor shall bear all costs associated with or incurred in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, presentations, or demonstrations.

## **5.2 Communication after Issuance of RFS**

### **5.2.1 Vendors to Review RFS**

Vendors are advised to examine all of the documents comprising this RFS and:

- a) are requested to report any errors, omissions, or ambiguities; and
- b) may direct questions or seek additional information,

in writing by email to Katarina Skilliter, Finance Clerk at [purchasing@phsd.ca](mailto:purchasing@phsd.ca) on or before the Vendors' Deadline for Questions to Public Health Sudbury & Districts Contact. All questions submitted by Vendors by email to Public Health Sudbury & Districts Contact shall be deemed to be received once the email has entered into Public Health Sudbury & Districts Contact's email inbox. No such communications should be directed to anyone other than Public Health Sudbury & Districts Contact.

It is the responsibility of the Vendor to seek clarification from Public Health Sudbury & Districts Contact on any matter it considers to be unclear. Public Health Sudbury & Districts shall not be responsible for any misunderstanding on the part of the Vendor concerning this RFS or its process.

Public Health Sudbury & Districts is under no obligation to provide additional information, but may do so at its sole discretion.

To ensure consistency and quality of information provided to Vendors, Public Health Sudbury & Districts will collect all inquiries and respond to all inquiries by way of a written response that will be communicated to all Vendors, either by (a) posting on Public Health Sudbury & Districts website and on any other site on which this RFS was posted, or (b) sending an email or facsimile if the RFS was not posted, on the date specified in Section 5.1.1, without revealing the sources of the inquiries.

### **5.2.2 All New Information to Vendors by Way of Addenda**

This RFS will only be amended by an addendum in accordance with this section. If Public Health Sudbury & Districts, for any reason, determines that it is necessary to provide additional information (including responses to questions) relating to this RFS, such information will be communicated to all Vendors by addenda either (a) posted on Public Health Sudbury & Districts website and on any other site on which this RFS was posted, or (b) emailed or transmitted by facsimile if the RFS was not posted, by the date specified in Section 5.1.1.

Each addendum shall form an integral part of this RFS.

Such addenda may contain important information including significant changes to this RFS. Vendors are responsible for obtaining all addenda issued by Public Health Sudbury & Districts.

### **5.2.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda, Public Health Sudbury & Districts may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

## **5.3 Submission of Proposals**

### **5.3.1 Proposals Submitted Only in Prescribed Manner**

#### **5.3.1 Proposals Submitted Only in Prescribed Manner**

All Proposal submission must be sent electronically in compliance with the following criteria:

File clearly identified as:

- RFS - Senior Dental Clinic Supply, Delivery and Installation of Dental Equipment
- Pdf format
- Password protected file to be submitted to the attention of:

**Katarina Skilliter – Finance Clerk**  
**Email: purchasing@phsd.ca**

- Password to access the encrypted proposal file must be sent to the attention of:  
**France Quirion, Director, Corporate Services**  
**Email: quirionf@phsd.ca**

PLEASE NOTE: PAPER SUBMISSION ARE NOT REQUIRED.

### **5.3.2 Proposals Should Be Submitted on Time at Prescribed Location**

Proposals should be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted to another location or after the Proposal Submission Deadline will be deemed late and may be disqualified. For the purpose of calculating time, Public Health Sudbury & Districts clock at the prescribed location for submission will be used.

### **5.3.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline**

At any time prior to the Proposal Submission Deadline, a Vendor may amend or withdraw a submitted Proposal. The right of Vendors to amend or withdraw includes amendments or withdrawals wholly initiated by Vendors and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Proposal the amendment is intended to replace.

A notice of amendment or withdrawal should be sent to the Delivery Address prior to the Proposal Submission Deadline and should be signed by an authorized representative.

Public Health Sudbury & Districts is under no obligation to return amended or withdrawn Proposals.

#### **5.3.4 Proposal Not to Be Amended After Proposal Submission Deadline**

Proposals may not be amended following the Proposal Submission Deadline.

#### **5.3.5 No Incorporation by Reference by Vendor**

The entire content of the Vendor's Proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the Vendor's Proposal will not be considered to form part of its Proposal.

#### **5.3.6 Public Health Sudbury & Districts May Contact Vendor for Clarification**

Public Health Sudbury & Districts may contact the Vendor to request clarification (or the submission of supplementary written information in relation thereto) with respect to the Proposal and incorporate a Vendor's response to the request for clarification into the Vendor's Proposal.

#### **5.3.7 Proposal to Be Retained by Public Health Sudbury & Districts**

Public Health Sudbury & Districts will not return the Proposal or any accompanying documentation submitted by a Vendor.

### **5.4 Notification of Outcome**

#### **5.4.1 Notification to Vendors of Outcome of Procurement Process**

Once the Preferred Vendor(s) and Public Health Sudbury & Districts execute the Agreement, the other Vendors will be notified by Public Health Sudbury & Districts in writing of the outcome of the procurement process, including the name of the Preferred Vendor(s).

Insert 5.5 re: bid protest procedure then renumber from here on.

### **5.5 General Guidelines**

#### **5.5.1 Prohibited Vendor Communications**

The Vendors shall not engage in any communication that would constitute or create a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Registration Form.

Communication by a Vendor with any Public Health Sudbury & Districts representative other than Public Health Sudbury & Districts Contact may result in disqualification of the Vendor's Proposal.

#### **5.5.2 Vendor Not to Communicate With Media**

A Vendor should not at any time directly or indirectly communicate with the media in relation to this RFS or any contract awarded pursuant to this RFS without first obtaining the written permission of Public Health Sudbury & Districts Contact.

#### **5.5.3 Freedom of Information and Protection of Privacy Act**

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, applies to information provided to Public Health Sudbury & Districts by a Vendor. Subject to Section 5.6.1(a), a Vendor should identify any information in its Proposal or any accompanying documentation that is supplied in confidence and for which confidentiality is to be maintained by Public Health Sudbury & Districts. The confidentiality of such information will be maintained by Public Health Sudbury & Districts, except as otherwise required by law or by order of a court or tribunal. Vendors are advised that their Proposals will, as necessary, be disclosed on a confidential basis to Public Health Sudbury & Districts' advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals.

By submitting any Personal Information requested in this RFS, Vendors are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes.

#### **5.5.4 Make Public Vendor Names**

Public Health Sudbury & Districts may make public the names of any or all Vendors.

#### **5.5.5 Acceptance of Non-Compliant Proposals**

Public Health Sudbury & Districts may accept Proposals that do not comply with the requirements of this RFS.

#### **5.5.6 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFS, Vendors expressly agree that no contract or agreement of any kind is formed under, or arises from, this RFS, prior to the signing of a formal written Agreement.

#### **5.5.7 Governing Law of RFS Process**

This RFS process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### **5.5.8 Bid Protest Procedure**

Vendors are encouraged to contact Public Health Sudbury & Districts' Accounting Manager to seek a resolution of any complaint prior to initiating a formal bid protest. Upon initial contact with Public Health Sudbury & Districts' Accounting Manager the vendor will have ten (10) business days in which to lodge a formal complaint in writing. If not received by that time, Public Health Sudbury & Districts' Accounting Manager will consider the issue resolved. Upon receiving a written complaint, Public Health Sudbury & Districts' Accounting Manager will discuss the matter and issue a timely response to the vendor. Any protest in writing that is not received in a timely manner will not be considered and the vendor will be notified in writing.

A protest in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the vendor's arguments and supporting documentation; and
- f) the vendor's requested remedy.

#### **5.5.9 Bid Protest Procedure**

If a vendor wishes to challenge the outcome of the RFS process, it should provide written notice to Public Health Sudbury & Districts contact within sixty (60) days of notification of award, and Public Health Sudbury & Districts will respond in accordance with its bid protest procedures.