



REQUEST FOR PROPOSAL No.

HA-2025-03

MEDICAL SUPPLIES

FOR

COUNTY OF HURON - HURONVIEW &
HURONLEA HOMES FOR THE AGED

Closing: February 7, 2025 at
4:00 PM Local Time

Electronic submission to:
tmitchell@huroncounty.ca

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL No. HA-2025-03
PROJECT: MEDICAL SUPPLIES
CLOSING: February 7, 2025 at 4:00 PM Local Time

I/WE Hereby, Submit My/our Proposal for the Provision of the Goods and/or Services as Described Within the Request for Proposal Document for the Above, Named Project.

I/WE, Have Carefully Examined the Documents and Have a Clear and Comprehensive Knowledge of the Requirements and Have Submitted All Relevant Data.

I/WE, Agree, If Selected, to Provide Those Goods and/or Services to the County in Accordance with the Terms, Conditions and Specifications/Terms of Reference Contained in the Proposal Document and in Our Submission.

I/We, Agree, That We Are in Receipt of Addendum _____ to _____ Inclusive, and the Proposal Price Includes Provisions Set out in Such Addendum.

I/We, Agree That the Undersigned is/are Authorized and Empowered to Sign and Submit this Proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE COUNTY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF

Proponents Legal Name

Street Address City/County Postal Code

Print Name & Title of Person Signing for Company

e-mail address Phone No. Fax No.

Signed at _____ this _____ day of _____, 2019

Signature of Person Signing for Company

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

DECLARATION OF DISCLOSURE

To: **THE CORPORATION OF THE COUNTY OF HURON**

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Proposal or in the Contract.

I/WE FURTHER DECLARE that this Proposal is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no County employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the Proposal are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Proposal, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this Proposal is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the County may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date: _____

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SECTION 1 – SUMMARY OF THE OPPORTUNITY

Introduction

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the County of Huron – Huronview and Huronlea Homes for the Aged (the “County”) to prospective proponents to submit proposals for the supply of resident care products and medical supplies to Huronview and Huronlea Homes for the Aged, as further described in Section 4 of this RFP, for a minimum period of 3 years.

SECTION 2 – STANDARD TERMS AND CONDITIONS

Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“Closing Location” includes the location or email address for submissions indicated in the Section 3 of this RFP;

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;

“Contract” means the written agreement resulting from the RFP executed by the County and the successful Proponent;

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the County;

“County” means the County of Huron – Huronview and Huronlea Homes for the Aged;

“Must”, or “Mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the County by Addenda.

Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound is acceptable.

Submission of Proposals

- a) Proposals must be submitted before Closing Time to the email address provided on the cover sheet using one of the submission methods set out in this RFP. The Proponent is solely responsible for ensuring that the County receives a complete Proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
- b) For electronic submissions:
 - i. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
 - ii. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
 - iv. For email proposal submissions sent through multiple emails the County reserves the right to seek clarification or reject the proposal if the County is unable to determine what documents constitute the complete proposal;
 - v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The County may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
 - vi. For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.

- vii. The County strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- viii. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the County's email system.
- ix. While the County may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the County's electronic mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the County's Contact listed in Section 3 of this RFP immediately to arrange for an alternative submission method if:
 - a. The Proponent's email proposal submission is rejected by the County's electronic mail system; or
 - b. The Proponent does not receive a response email from the County confirming receipt of the email and all attachments prior to one hour before the closing time of the RFP.
- x. An alternate submission method may be made available, at the County's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the County before the Closing Time. The County makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the County, if any. The County will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing

its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

General Services Agreement

Prior to commencing purchasing, the successful Proponent may enter into an agreement with the County of Huron. A sample agreement, with general terms and conditions required by the County, is attached in Appendix C, which will be based on this Request for Proposal, any addenda to this Request for Proposal, and the Proponents Proposal, Detailed Product Plan and Costs.

Contract Documents and Order of Preference

The contract document shall consist of:

- a) An executed Agreement;
- b) Addenda to the Request for Proposal – Service Delivery Review
- c) The Request for Proposal – Service Delivery Review, including its terms and conditions, Instructions to Proponents, Information Package, and Terms of Reference; and
- d) The Proponents Proposal, Detailed Product Plan, Budget and any subsequent negotiated changes.

Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the County in order to obtain access to confidential materials relevant to preparing a proposal.

All correspondence, documentation and information provided by County staff to any Proponent in connection with, or arising out of this Request for Proposal (RFP) or the acceptance of any Proposal:

- remains the property of the County;
- must be treated as confidential;
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

Municipal Freedom of Information and Protection of Privacy Act

The Proponent acknowledges that any Proposal, Detailed Product Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the County of Huron and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses and other

organizations a legal right to request records held by the County, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the County, including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the Bid Submission or suppliers could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the County in making a determination on release, if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to County Council.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the County any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the County may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any County employee, Council member or member of a County agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the County may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the County's sole satisfaction.

If during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the County. If the County requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

No Lobbying

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the County, including members of the evaluation committee and any elected officials of the County, or with the media, may result in disqualification of the Proponent.

Non Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the County discovers there has been a breach of this requirement at any time, the County reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

The County's Right to Accept or Reject

The County of Huron reserves the right to reject any or all Proposals, including without limitation the lowest Proposal, and to award the Contract to whomever the County of Huron in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The County of Huron shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its Proposal.

Without limiting the generality of the foregoing, The County of Huron reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the County of Huron is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the County of Huron considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the County of Huron.

Criteria which may be used by the County of Huron in evaluating proposals and awarding the Contract are in the County of Huron's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more of: price; total cost to the County of Huron; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous availability of qualified and experienced personnel; the Project Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the County of Huron not receive any proposal satisfactory to the County of Huron in its sole and absolute discretion, the County of Huron reserves the right to re-advertise the Request for Proposal, or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

Liability for Errors

While the County has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Proposal Evaluation Criteria

Proposals will be assessed in accordance with the evaluation criteria. The County will be under no obligation to receive further information, whether written or oral, from any Proponent. The County is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the County and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary.

The County reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their Proposal submission; clarify their Proposal, including a written response to a request for clarification, which shall then form part of the Proponent's Proposal; cooperate with the County with respect to interview scheduling, if required; and any other requirements as requested by the County. The lowest cost or highest scoring Proposal will not necessarily be accepted.

Disqualification of Proposals

Proposals which are incomplete or do not meet any of the mandatory requirements specified, or received after the Proposal Submission deadline, as received by the County on the date, time and place as outlined in this document will not be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required.

No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time by notifying the County in writing. Proponents who have withdrawn a Proposal may submit a new Proposal which must be received by the County under the same terms as outlined in this document. After the closing date and time the Proposal is binding on the Proponent. If the County requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

Proposal Documents and Site Examination

All Proponents, before submission of their Proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the County. If required, an addendum will be issued for clarification.

Addendum

An addendum, should one be necessary, will be posted electronically, or in the case of a mandatory site meeting those companies that registered at the mandatory meeting. It is the responsibility of the Proponent to verify if any addendums have been posted. The County reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the County if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Submission Date, all terms and conditions, which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

Period of Validity of Proposals and Agreement

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

Provisional Items

Items listed as provisional may or may not be included in the Contract Award.

The County reserves the right to diminish all or any portion of the items, listed as provisional at any time before, during or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

Contractor/Consultant/Service Provider Performance Evaluation

The County at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the County. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the County may suspend the rights of any Proponent to bid on future requests for bids.

Resource Commitments

The successful Proponent must make available the appropriately skilled workers, Consultants or Subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery, supplies, etc., to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses and certifications where necessary.

Subcontractors

Unless the RFP states otherwise, the County will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The County will enter into a Contract with the Proponent only. The evaluation of the Proponent will

include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the County's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the County involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Municipal Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Negotiations

The County may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponents best terms and information, including all required documentation, as listed in the RFP. The County reserves the right to enter into discussion/negotiations with the selected Proponent. If the County and the selected Proponent cannot negotiate a satisfactory Contract, the County may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the County arising from such negotiations.

Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become, applicable to the services provided.

Prices

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and open for acceptance by the County for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

Harmonized Sales Tax (HST)

The Proponent shall show separately, in the total Proposal pricing, all applicable HST and shall be responsible to verify with Customs and Excise Branch of Revenue Canada any rulings for payment of tax or tax exemptions.

Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the County on substantially the same terms and conditions set out in Appendix C, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the County, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the County within thirty days of notification of the successful Proponent, the County may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

Legal Entities

The County reserves the right in its sole discretion to:

- a) disqualify a proposal if the County is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the County that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the County that it is the same legal entity that submitted the Proponent's proposal;

Insurance

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract and any subsequent maintenance period. The Proponent shall provide the County of Huron with proof of insurance in a form of a certificate of insurance, or, if required by the County a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the County prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent until 90 days after written notice by registered mail of such change or cancellations has been delivered to the County of Huron.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep/maintain its Certificate of Insurance current will result in the Contract being terminated.

The following are the minimum insurance requirements of the County of Huron, in Canadian dollars:

1. The Proponent must, without limiting the Proponent's obligations or liabilities and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Ontario in forms and amounts acceptable to the County:

(a) Commercial General Liability

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- (b) Add the Corporation of the County of Huron as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days' prior notice of cancellation

(b) Automobile Liability Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Section 3 – INSTRUCTIONS TO PROPONENTS

Proposal Requirements

The Proposal shall consist of the following:

- 1) A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- 2) Proposals are limited to 25 pages, excluding forms, Pricing, Proposal Submission Form, Declaration of Disclosure Form, addendums, and appendices.
- 3) No company brochures are to be submitted.
- 4) Sample of requested products

Submission Deadline

Submit an electronic copy of the Proposal and any other documentation, as specified, to tmitchell@huroncounty.ca

Proposals will not be considered unless:

- received by the date and time specified – February 7, 2025 4:00PM Local Time; and
- received at the email address specified above; and
- contains the signed and scanned **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Proposals will be opened shortly after the official closing time specified in the RFP.

The Proposals will be referred to an Evaluation Team for consideration and the award will be based on the Proposal that best meets the needs of the County of Huron.

Each Proponent, by submitting a signed Proposal, acknowledges that the Proponent has read, completely understands and accepts the terms and conditions of this RFP in full.

Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the County's needs or unforeseen circumstances.

Closing Date for Submissions: February 7, 2025 at 4:00 p.m. Local Time

Proposal Opening:	February 10, 2025 at 9:00am Local time
On-site Meeting (If selected)	February 20/21, 2025 (alternate date February 27/28)
Evaluation Period:	February 10 - 28, 2025
Recommendation to Council:	March 19, 2025
Ratification of Award:	April 2, 2025

Communication

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent’s primary contact with the County with regard to this project. It is the Proponent’s responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

For information concerning the content of this RFP, please contact:

Tammy Mitchell, Business & Finance Administrator
Homes for the Aged
77722A London Road, R.R.#5 Clinton, ON, N0M 1L0
tmitchell@huroncounty.ca

SECTION 4 – SCOPE OF WORK AND REQUIREMENTS

PURPOSE

The County of Huron requests proposals for the supply of resident care products and medical supplies to Huronview and Huronlea Homes for the Aged.

CONTRACT PERIOD

The contract will be awarded for a period of three (3) years from the date of commencement. With mutual agreement and in writing, this contract can be renewed for an additional two years.

SUBMISSION REQUIREMENTS

1. The successful provider must be able to provide a wide selection of resident care products and medical supplies.
2. The successful provider must have the ability to supply major leading brands.

3. Submission shall include but not limited to: return policies, delivery and minimum order requirements, method of delivery, shipping costs, in service and support, method of ordering and timeline for delivery, ability to do standing orders, emergency deliveries and pandemic supplies, and education for staff.
4. Submission shall include information on specialty items such tube feed equipment and ostomy supplies.
5. Submission shall include information on wound care supplies and support services.
6. Submission shall include information on falls prevention and patient safety supplies.
7. Submission shall include other services provided.
8. Submission shall provide details on the types and quantities of competency-based training materials available for staff, as well as any programs aimed at increasing staffing awareness. Additionally, outline new equipment-related training, including any quarterly education or training provided and confirm whether you offer free wound care consultations as part of the services."
9. Submission shall include contact information to discuss any questions arising from the submission.
10. Submission shall include one copy of the current Healthcare product catalogue for Long Term Care.
11. Submission shall include pricing on the predetermined product listing that is supplied. This is not an all-inclusive list of products that Homes may require. Refer to Appendix A.
12. Submission shall include one sample of the following products as described in the price list: latex free gloves size medium, surgical mask, disposable gown, wound care tapes, mouth swab and deodorant.
13. Vendors are to provide 3 references (long term care home) that we may contact.
14. Pricing lists are to be provided based on the product form included, and provided as a separate attachment in the submission. Any volume discounts or rebates are to be provided. This price list will be opened pending successful evaluation after the on-site meeting and production demonstration. Pricing may be negotiated prior to final selection.

LOCATIONS

All products will be delivered:

a) Huronlea Home for Aged, 820 Turnberry Street S, Brussels, ON N0G 1H0

OR

b) Huronview Home for Aged, 77722A London Road, Clinton, ON N0M 1L0

SECTION 5 – EVALUATION CRITERIA/SCORESHEET

Evaluation/Selection Process

An Evaluation Committee will review and evaluate all submissions, and Proposals that do not meet all of the mandatory criteria will be rejected without further consideration.

Proponents may be requested to provide additional information and/or clarify their submission.

Evaluation Criteria

Each response to this Request for Proposal will be evaluated by the County to determine the degree to which it responds to the requirements as set out and based on its demonstrated competence, compliance, format and organization. Because this is a Request for Proposal, other factors in addition to price will be considered when submissions are evaluated. The evaluation criteria is as follows:

Criteria	Indicators include:	Weight	Response
Meeting Requirements of the RFP, Vendor qualifications	Providing required documents, qualifications and experience with the long term care sector	20	
Quality and Availability of Required Medical Supplies	Quality, effectiveness, and availability of required medical supplies	40	

Ordering, Delivery and Returns process	Ordering, delivery and returns process	20	
Training, Education, Wound Care consultation and Other Services	Additional training, education, supports, or services being offered	20	
Sub Total #1	Must pass the product compliance and achieve a score of 75% or better to be selected for the on-site product demonstration	Total scoring out of 100	
Mandatory On-site Product Demonstration, and subsequent trial, if requested	Evaluation of and demonstrated effectiveness and quality of the products	100	
Sub Total #2	Sum of sub total #1 plus the on-site score. Must achieve a total score of 75% or better to be selected for pricing evaluation and negotiation.	Total score out of 200	
Product and Services weight	Score from above will have a weight of 75%	Max 75	
Pricing Proposal Weight	25%. This will only be opened and evaluated if a minimum score of 75% is reached from the product and services evaluation	Max 25	
Final Score will be a total out of 100		100	

NOTE: The product and services will be weighted at 75% for an overall value and added to the Pricing Proposal weighted score (25%) for a total weighted score of 100.

FORM OF SUBMISSION

Proponent submissions should include the following for the County to evaluate each criteria:

PROPONENT OVERVIEW AND QUALIFICATIONS

Each Proponent's proposal should include an introduction of the Proponent, including:

1. Outline company background, key lines of business, mission and vision, etc.
2. Outline competitive differentiators / and strengths that explain why the County should select your organization. Describe any unique ideas you feel would enhance this opportunity.
3. Demonstrated knowledge of the needs of the long-term care sector
4. Previous experience in providing product and services to long-term care homes

ADDITIONAL CRITERIA

Detailed product information, including specialized medical supplies. Quality of products, access to leading brands, effectiveness of the products.

Information on other services that will or may be offered, including reporting, education, wound care consultation etc.

Details on procurement process – ease and effectiveness of ordering, delivery, returns etc.

PRODUCT DEMONSTRATION

On-site evaluation will include assessment of the product quality and effectiveness in its use by staff and residents.

If requested, the County may require a trial period to further assess the quality and effectiveness of the products.

PRICING

Pricing will only be reviewed and evaluated if a minimum score of 75% is reached for the product evaluation.

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information as per format provided.
- (b) The proposal shall include a broken down to reflect the anticipated cost to purchase product.
- (c) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, if applicable, which should be itemized separately.
- (d) Any additional delivery costs or other costs/fees related to additional services, are to be provided.
- (e) Information on volume discounts and rebates is to be included, if available.

Terms of Payment

All invoices must be submitted to the County of Huron for reimbursement. All payments will be made within thirty (30) days from receipt of a valid invoice.

APPENDIX A

Instructions on How to Provide Pricing

- (f) Proponents should submit their pricing information as per format provided.
- (g) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST if applicable, which should be itemized separately.
- (h) Additional information must be provided on return policies, delivery and minimum order requirements, method of delivery, shipping costs, in service and support, method of ordering and timeline for delivery, any volume discounts or volume rebates, ability to do standing orders, emergency deliveries and pandemic supplies, education for staff, guaranteed pricing.

Evaluation of Pricing

Prices is worth 25% points of the total score for the purpose of proposal evaluation.

Terms of Payment

All invoices must be submitted to the County of Huron for reimbursement. All payments will be made within thirty (30) days from receipt of a valid invoice.

Product Price Matrix (to be completed by the proponent)

Item	Price per Item	Price per Case
Nursing Supplies:		
Latex free, non-powdered, economic disposable gloves – size small		
Latex free, non-powdered, economic disposable gloves – size medium		
Latex free, non-powdered, economic disposable gloves – size large		
Latex free, non-powdered, economic disposable gloves – size XL		
surgical mask- Different levels		
3M N95 9210 mask		
3M N95 8210 mask		
3M N95 9105s mask		
Disposable long sleeve isolation gowns		
Isagel – 21oz pump bottle of		
Medication cups – plastic 1oz		
Paper cups – 1oz		
Syringes 1cc 25g 5/8"		
Syringes 3cc 21g 1"		
Supplies for Hypodermoclysis		
Personal Care Supplies:		
Individual stick or roll-on deodorant (unscented unisex)		
Mouth swabs – box of 250		
Denture tablets – provide brand name		
Mouth wash		

Item	Price per Item	Price per Case
Urinals – female		
Bed pans – fracture		
Bed pans – contour		
Liners for bedpan and commodes		
Wound Care Supplies: (provide available size & cost)		
Mepore		
Mepilex		
Mesorb		
Tegaderm		
1" plastic tape		
1" paper tape		
3" paper tape		
Surgical scissors		
Surgical forceps		
Could you please provide a detailed list of the advanced wound care supplies available, including but not limited to, specialized dressings such as hydrocolloid, hydrogel, foam, and alginate?		

Item	Price per Item	Price per Case
Fall prevention supplies		
Bed alarm – whole set		
Chair Alarm set		
Personnel alarms		
Autoclave Supplies:		
Provide a list of what you can supply for sterilization equipment.		
Tub Room & Sanitizer Products:		
Arjosound additive		
Arjo Gentle shampoo		
Arjo Gentle body wash		
Arjo Sure-Rinse		
Arjo Sure-Wash		
Arjo- Tub room cleaning /disinfecting products		
Specialty Items:		
Tube feed equipment and products – provide brand and pump information.		
Ostomy Supplies:		
Which company products do you sell? Provide pricing on top selling products.		

APPENDIX B

Sample General Agreement

GENERAL AGREEMENT



AGREEMENT FOR GOODS And SERVICES

Dated the _____ day of _____, 20__.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF Vendor (the "Vendor") with the following specified address and fax number:
@ADDRESS

THE PARTY OF THE FIRST PART

AND:

THE CORPORATION OF THE COUNTY OF HURON

THE PARTY OF THE SECOND PART

The County wishes to retain the Vendor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Vendor has agreed to provide those goods and services, on the terms and conditions set out in this Agreement.

As a result, the County and the Vendor agree as follows:

1 DEFINITIONS

General

In this Agreement, unless the context otherwise requires:

“Business Day” means a day, other than a Saturday or Sunday, on which County offices are open for normal business;

“Material” means, but is not limited to, records, reports, software, videos, studies, templates, compilations, collections of data and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Vendor or a Subcontractor;

“Goods and Services” means the services described in Part 2 of Schedule A;

“Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and

“Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

2 GOODS AND SERVICES

Provision of goods and services

2.1 The Vendor must provide the Goods and Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Vendor must provide the goods and services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Vendor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Vendor’s obligations under this Agreement.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Vendor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Vendor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by the County

2.6 The County may from time to time give the Vendor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Vendor must comply with those instructions but, unless otherwise specified in this Agreement, the Vendor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the County provides an instruction under section 2.6 other than in writing, the Vendor may request that the instruction be confirmed by the County in writing, which request the County must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Vendor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Vendor's obligations under this Agreement, the Vendor must comply with all applicable laws.

Changes and Alterations and Additional Goods and Services

2.10 In consultation with the Vendor, the County may in writing at any time after the commencement of the Agreement, delete, extend, increase, vary or otherwise alter the goods and services required under this agreement.

2.11 In the event that the parties increase the overall goods and services required, the County shall, where appropriate, pay the Vendor for its additional fees and disbursements in accordance with Schedule B of this Agreement.

2.12 In the event that the parties decrease the overall goods and services required under this Agreement, the County may reduce the amounts prescribed, at its sole discretion, in accordance with Schedule B of this Agreement

2.13 In the event that the Vendor wishes to change the Goods and Services, a written proposal shall be submitted to the County detailing the need for and the changes in scope along with the associated price adjustment. The Vendor must receive written approval of the changes from the County prior to the change coming into effect.

Subsequent Changes in the Budget, Project Schedule and Milestone Deliverables

2.14 The consultant will require prior written approval from the County for any of the following:

- (a) Any increase in the fees beyond those approved in Schedule B
- (b) Any change in the proposed Project schedule which results in a longer completion period than presented in Schedule A

3 PAYMENT

Fees and expenses

3.1 If the Vendor complies with this Agreement, then the County must pay to the Vendor at the times and on the conditions set out in Schedule B:

- (a) the prices or fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the County's opinion, are necessarily incurred by the Vendor in providing the Services; and
- (c) any applicable taxes payable by the County under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The County is not obliged to pay to the Vendor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Vendor must submit to the County an invoice in a form satisfactory to the County upon completion of the services or provision of goods, or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the County may withhold from any payment due to the Vendor an amount sufficient to indemnify, in whole or in part, the County and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the County to the Vendor upon the basis for withholding the amount having been fully resolved to the satisfaction of the County.

Currency

3.4 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.5 If the Vendor is not a resident in Canada, the Vendor acknowledges that the County may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Vendor's behalf.

Prohibition against committing money

3.6 Without limiting section 13.10(a), the Vendor must not in relation to performing the Vendor's obligations under this Agreement commit or purport to commit the County to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.7 The Vendor must:

apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Vendor as a result of this Agreement that the County has paid or reimbursed to the Vendor or agreed to pay or reimburse to the Vendor under this Agreement; and, immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the County.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Vendor represents and warrants to the County as follows:

except to the extent the Vendor has previously disclosed otherwise in writing to the County,

(i) all information, statements, documents and reports furnished or submitted by the Vendor to the County in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Vendor has sufficient trained staff, facilities, materials, appropriate equipment and sub contractual or other agreements in place and available to enable the Vendor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Vendor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Vendor's obligations under this Agreement; and, if the Vendor is not an individual,

(i) the Vendor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Vendor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Vendor and is legally binding upon and enforceable against the Vendor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Vendor must comply with the Privacy Protection Schedule attached as Schedule D.

Security

5.2 The Vendor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule F.

Confidentiality

5.3 The Vendor must treat as confidential all information in the Material and all information produced, accessed or obtained by the Vendor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the County's prior written consent except:

- (a) as required to perform the Vendor's obligations under this Agreement or to comply with applicable laws; or
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

Restrictions on promotion

5.4 The Vendor must not, without the prior written approval of the County, refer for promotional purposes to the County being a customer of the Vendor or the County having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Matters respecting intellectual property

6.1 The Vendor shall transfer, assign and convey to the County, its successors and assigns, all of the Vendor's right, title, interest and ownership throughout the world, without reservation, in and to any materials, or documentation written or produced by or for the Vendor pursuant to or in connection with this Agreement in any medium of format, including but not limited to, reports, studies, templates, videos, compilations and collections of data, and related documentation (herein the "Intellectual Property")

6.2 The Vendor shall not incorporate into any deliverables anything that would restrict the right of the County to modify, further develop, or otherwise use the Intellectual Property.

6.3 The Vendor represents and warrants that, to the best of its knowledge, neither it nor the County will infringe any third party's intellectual property rights (including patent, copyright or industrial design) as a result of the performance of the Agreement or through the use of any services delivered by the Vendor in connection with the Agreement, and the Vendor shall, at its own expense, defend any suit that may arise in respect thereto and hold harmless and indemnify the County against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

Ownership and Delivery of Material

6.4 All Material created by, produced by, or rendered by the Vendor under this Agreement is the sole property of the County.

6.5 On the earlier of completion of the Services and termination of this Agreement, the Vendor shall deliver to the County all materials in the Vendors possession relating to the Services, including, but not limited to all materials which are provided by the County to the Vendor under this Agreement; provided, however, the Vendor shall be entitled to retain a copy of all materials reasonably required to satisfy its internal record-keeping obligations and for no other purpose.

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the County's request, the Vendor must fully inform the County of all work done by the Vendor or a Subcontractor in connection with providing the Goods and Services.

Time and expense records

7.2 If Schedule B provides for the Vendor to be paid fees at a daily or hourly rate or for the Vendor to be paid or reimbursed for expenses, the Vendor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the County. Unless otherwise specified in this Agreement, the Vendor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the County may have under statute or otherwise, the County may at any reasonable time and on reasonable notice to the Vendor, enter on the Vendor's premises to inspect and, at the County's discretion, copy any of the Material and the Vendor must permit, and provide reasonable assistance to, the exercise by the County of the County's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Vendor shall defend, indemnify and save harmless the County of Huron, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions,

misfeasance, nonfeasance, fraud or willful misconduct of the County, its directors, elected officials, officers, employees, agents, Vendors and subcontractor, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Vendor in accordance with this Agreement, and shall survive this Agreement.

The Vendor agrees to defend, indemnify and save harmless the County of Huron from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

Insurance

9.2 The Vendor must comply with the Insurance Schedule attached as Schedule C.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Vendor must comply with, and must ensure that any Subcontractor comply with, all applicable occupational health and safety laws in relation to the performance of the Vendor's obligations under this Agreement, including the *Workers Compensation Act* in Ontario or similar laws in other jurisdictions.

Health and Safety

9.4 The Vendor shall register as an employer or independent operator (as the case may be), with the Workplace Safety and Insurance Board (the "WSIB"). Prior the commencing the services, the Vendor shall provide the County with a Clearance Certificate Number. The Vendor shall maintain its account with the WSIB in good standing throughout the term of this Agreement. At no time may the Vendor proceed or continue with the Services under this Agreement in the absence of a current Clearance Certificate Number from the WSIB.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
- (i) an Insolvency Event,
 - (ii) the Vendor fails to perform any of the Vendor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Vendor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Vendor's liquidation or winding up,
 - (ii) the Vendor commits an act of bankruptcy, makes an assignment for the benefit of the Vendor's creditors or otherwise acknowledges the Vendor's insolvency,
 - (iv) a bankruptcy petition is filed or presented against the Vendor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Vendor,
 - (iv) a compromise or arrangement is proposed in respect of the Vendor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager is appointed for any of the Vendor's property, or
 - (vi) the Vendor ceases, in the County's reasonable opinion, to carry on business as a going concern.

County's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the County may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Vendor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity;
- (c) by written notice to the Vendor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a); or
- (d) in accordance with the County's Procurement policy, suspend the rights of any Vendor to bid on future bid requests.

Delay not a waiver

11.3 No failure or delay on the part of the County to exercise its rights in relation to an Event of Default will constitute a waiver by the County of such rights.

County's right to terminate other than for default

11.4 In addition to the County's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the County may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Vendor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the County terminates this Agreement under section 11.4:

- (a) the County must, within 30 days of such termination, pay to the Vendor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the County's satisfaction before termination of this Agreement; and
- (b) the Vendor must, within 30 days of such termination, repay to the County any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the County has notified the Vendor in writing was not completed to the County's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the County of the amount described in section 11.5(a) discharges the County from all liability to make payments to the Vendor under this Agreement.

Notice in relation to Events of Default

11.7 If the Vendor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Vendor must promptly notify the County of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Vendor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Vendor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through mediation within 30 Business Days from the date that either party notifies the other in writing that such dispute or claim exists, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in in the County of Huron, Ontario, Canada.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of an arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 (a) Any notice given by the Vendor to the County under this Agreement or any other document as prepared by the Vendor for the County shall be served personally or by sending same by regular mail or facsimile to:

The Corporation of the County of Huron

Attn: (name), (title)

(address)

Fax: (519) ***-****

or such other address as the County may from time to time designate by written notice to the Vendor.

(b) Any notice given by the County to the Vendor under this Agreement or any other document as prepared by the County for the Vendor shall be served personally or by sending same by regular mail or facsimile to:

[Vendors legal name]

Attn: (name), (title)

(address)

Fax: (519) ***-****

(c) Any notice given under this Agreement shall be deemed to have been served, in the case of personal service or facsimile, on the day it was served, and in the case of service via regular mail, on the third day next, following the day on which it was posted.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 Neither party may assign this Agreement in whole or in part without the prior written consent of the other.

Subcontracting

13.4 No subcontract relieves the Vendor from any obligations under this Agreement. The Vendor must ensure that:

(a) any person retained by the Vendor to perform obligations under this Agreement; and
(b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement, including the addition or reduction in services, is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement and attached schedules and appendices (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.3, 3.5, 3.6, 5.1 to 5.5, 6.1, 7.1, 7.2, 8.1, 9.1, 9.2, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent Vendor

13.10 In relation to the performance of the Vendor's obligations under this Agreement, the Vendor is an independent Vendor and not:

- (a) an employee or partner of the County; or
- (b) an agent of the County except as may be expressly provided for in this Agreement.

The Vendor must not act or purport to act contrary to this section.

Personnel not to be employees of County

13.11 The Vendor must not do anything that would result in personnel hired or used by the Vendor or a Subcontractor in relation to providing the Services being considered employees of the County.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Vendor in Part 4 of Schedule A, the Vendor must cause those individuals to perform the Services on the

Vendor's behalf, unless the County otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The County must make available to the Vendor all information in the County's possession which the County considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Vendor must not provide any services to any person in circumstances which, in the County's reasonable opinion, could give rise to a conflict of interest between the Vendor's duties to that person and the Vendor's duties to the County under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Vendor may be required to obtain from the County in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the County of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule E apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in Ontario.

AODA Compliant Deliverables

13.22 The Vendor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Standards Regulation O. Reg. 191/11) produced pursuant to the above Agreement be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and be provided in accessible Word, Excel, PowerPoint, PDF, or other applicable format.

Accessible Customer Service Training Requirements – Vendors, Consultants and Service Providers

13.23 Third party Vendors who deal with the public or other third parties on behalf of the County of Huron, as well as Vendors who participate in developing County of Huron policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Ontarians With Disabilities Act, 2005 (“AODA”), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, Vendors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to people with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

Third party Vendors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who receive training and individual training records. Vendors are required to complete the

County of Huron AODA Vendor Compliance Form, Schedule G, and keep on file to ensure that this information is available if requested by the County of Huron.

14 INTERPRETATION

14.1 In this Agreement:

“includes” and “including” are not intended to be limiting;

- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Vendor and the County are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of Ontario by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
 unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Vendor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the County by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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Schedule A – Products and Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on _____ and ends on _____.

2.

PART 2. SERVICES:

Reporting requirements

PART 3. RELATED DOCUMENTATION:

PART 4. KEY PERSONNEL:

Schedule B – Fees and Expenses - SAMPLE

1. MAXIMUM AMOUNT PAYABLE:

M

2. FEES:

3. EXPENSES:

Statements of Account:

5. PAYMENTS DUE:

Schedule C – Insurance

See RFP terms and Conditions

Schedule D – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - “**access**” means disclosure by the provision of access;
 - “**Act**” means the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*;
 - “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Vendor as a result of the Agreement or any previous agreement between the County and the Vendor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the County to comply with the County's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Vendor is aware of and complies with the Vendor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Vendor may only collect or create personal information that is necessary for the performance of the Vendor's obligations, or the exercise of the Vendor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Vendor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Vendor must tell an individual from whom the Vendor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the County to answer questions about the Vendor's collection of personal information.

Accuracy of personal information

6. The Vendor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Vendor or the County to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Vendor receives a request for access to personal information from a person other than the County, the Vendor must promptly advise the person to make the request to the County unless the Agreement expressly requires the Vendor to provide such access and, if the County has advised the Vendor of the name or title and contact information of an official of the County to whom such requests are to be made, the Vendor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the County to correct or annotate any personal information, the Vendor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the County must advise the Vendor of the date the correction request to which the direction relates was received by the County in order that the Vendor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Vendor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the County, the Vendor disclosed the information being corrected or annotated.
11. If the Vendor receives a request for correction of personal information from a person other than the County, the Vendor must promptly advise the person to make the request to the County and, if the County has advised the Vendor of the name or title and contact information of an official of the County to whom such requests are to be made, the Vendor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Vendor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the County otherwise directs in writing, the Vendor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Vendor must retain personal information until directed by the County in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the County otherwise directs in writing, the Vendor may only use personal information if that use is for the performance of the Vendor's obligations, or the exercise of the Vendor's rights, under the Agreement.

Disclosure of personal information

16. Unless the County otherwise directs in writing, the Vendor may only disclose personal information inside Canada to any person other than the County if the disclosure is for the performance of the Vendor's obligations, or the exercise of the Vendor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Vendor must not disclose personal information outside Canada.

Notice of unauthorized disclosure

18. In addition to any obligation the Vendor may have to provide the notification contemplated by section 32 of the Act, if the Vendor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Vendor, the Vendor must immediately notify the County. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 32 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the County may have under the Agreement or under statute, the County may, at any reasonable time and on reasonable notice to the Vendor, enter on the Vendor's premises to inspect any personal information in the possession of the Vendor or any of the Vendor's information management policies or practices relevant to the Vendor's management of personal information or the Vendor's compliance with this Schedule and the Vendor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Vendor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Vendor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the County under this Schedule.
21. The Vendor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Vendor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Vendor must promptly notify the County of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

23. In addition to any other rights of termination which the County may have under the Agreement or otherwise at law, the County may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Vendor, terminate the Agreement by giving written notice of such termination to the Vendor, upon any failure of the Vendor to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the "Vendor" in this Schedule includes any subcontractor or agent retained by the Vendor to perform obligations under the Agreement and the Vendor must ensure that any such subcontractor and agents comply with this Schedule.
26. The obligations of the Vendor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the County under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Vendor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 29, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Vendor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule E – Additional Terms

Schedule F – Security Schedule

Definitions

1. In this Schedule,
 - (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Vendor to provide the Services;
 - (b) “Facilities” means any facilities at which the Vendor provides or is to provide the Services;
 - (c) “Information” means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Vendor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) “Record” means a “record” as defined in the *Interpretation Act*;
 - (e) “Sensitive Information” means information that is “personal information” as defined in the Municipal *Freedom of Information and Protection of Privacy Act*.
 - (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Vendor and, for greater certainty, may include
 - (i) the Vendor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Vendor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Vendor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Vendor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Vendor must not permit a Services Worker who is an employee or volunteer of the Vendor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Vendor to keep Sensitive

Information confidential on substantially similar terms as those that apply to the Vendor under the Agreement.

Services Worker activity logging

4. The Vendor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the County in writing for the purposes of this section.

Facilities and Equipment protection and access control

5. The Vendor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Vendor required by the Vendor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Vendor
 - (i) being used by the Vendor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
6. If the County makes available to the Vendor any Facilities or Equipment of the County for the use of the Vendor in providing the Services, the Vendor must comply with any policies and procedures provided to it by the County on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

7. The Vendor must create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

Integrity of Information

8. The Vendor must create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Vendor; and
9. For the purposes of section 8, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the County, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Vendor;
 - (b) not been altered in any material respect.

Documentation of changes to processes

10. The Vendor must create and maintain detailed Records logging any changes it makes to the processes described in sections 5, 7 and 8.

Notice of security breaches

11. If Vendor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Vendor to comply with this Schedule or the Agreement), the Vendor must immediately notify the County of the particulars of that occurrence or likely occurrence. If the Vendor provides a notification under this section other than in writing, that notification must be confirmed in writing to the County as soon as it is reasonably practicable for the Vendor to do so.

Review of security breaches

12. If the County decides to conduct a review of a matter described in section 11 (whether or not the matter came to the attention of the County as a result of a notification under section 11), the Vendor must, on the request of the County, participate in the review to the extent that it is reasonably practicable for the Vendor to do so.

Retention of Records

13. Unless the Agreement otherwise specifies, the Vendor must retain all Records in the Vendor's possession that contain Information until directed by the County in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

14. Until disposed of or delivered in accordance with section 13, the Vendor must store any Records in the Vendor's possession that contain Information in accordance with the provisions of the Agreement.

Audit

15. In addition to any other rights of inspection the County may have under the Agreement or under statute, the County may, at any reasonable time and on reasonable notice to the Vendor, enter on the Vendor's premises to inspect and, at the County's discretion, copy:

- (a) any Records in the possession of the Vendor containing Information; or
- (b) any of the Vendor's Information management policies or processes (including the processes described in sections 5, 7 and 8 and the logs described in sections 4 and 10) relevant to the Vendor's compliance with this Schedule

and the Vendor must permit, and provide reasonable assistance to the exercise by the County of the County's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the County may have under the Agreement or otherwise at law, the County may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Vendor, terminate the Agreement by giving written notice of such termination to the Vendor, upon any failure of the Vendor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Vendor" in this Schedule includes any subcontractor retained by the Vendor to perform obligations under the Agreement and the Vendor must ensure that any such subcontractor comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Vendorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Vendor in this Schedule will survive the termination of the Agreement.

Schedule G – AODA Vendor Compliance Statement Form

I/We, certify that we are in full compliance with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and have provided the necessary training to staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the requirements of Ontario Regulation 191/11 the training that I/We provided includes the following content:

1. A review of the purpose and requirements of the Accessibility for Ontarians with Disabilities Act and the Human Rights Code;
2. The accessibility standards referred to in the Integrated Accessibility Standards Regulation.

The necessary training will be delivered on an ongoing basis to new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the County of Huron.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the County of Huron, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training, in accordance with O. Reg. 191/11, to provide services to, or on behalf of, the County of Huron.

Training resources:

- Access Forward: Training for an Accessible Ontario - www.accessforward.ca
- Province of Ontario: <https://www.ontario.ca/page/how-make-customer-service-accessible>
- Human Rights Code Training - www.ohrc.on.ca
- County of Huron Accessibility - <https://www.huroncounty.ca/administration/accessibility/>

Company Name:

Address:

Town:

Postal Code:

Name(s):

Titles(s):

Signature(s):

Date:

I/We have the authority to bind the Company.

For further information please contact the Accessibility Advisory Committee.

Huron County Accessibility Advisory Committee
1 Courthouse Square
Goderich, ON
N7A 1M2

Telephone: 519.524.8394, ext 3257
Email: accessibility@huroncounty.ca