

REQUEST FOR QUOTATION (RFQ)

RFQ No. 2026-004

For

**Engineering, Supply, Installation and Commissioning of
Replacement Steam Boiler for Wingham & District Hospital**

Issue Date: August 06, 2026

**RFQ Submission Deadline: 2:00:00 p.m. Eastern Time on
October 15, 2026**

Receipt Confirmation Form

**To: Junior Purchaser
Purchasing Department
Listowel Wingham Hospitals Alliance (LWHA)**

Email: purchasing@lwha.ca

**Re: Engineering, Supply, Installation and Commissioning of Replacement Steam
Boiler for Wingham & District Hospital - RFQ No. 2026-004**

Vendors are requested to acknowledge receipt of the Engineering, Supply, Installation and Commissioning of Replacement Steam Boiler for Wingham & District Hospital – RFQ-2026-004 and their intent to respond, by sending this form by email to the attention of Junior Purchaser, Purchasing Department. Vendors submitting this response will be notified of any addendums issued to this RFQ, according to the name submitted on this document.

I hereby acknowledge receipt of the above noted RFQ.

Please check your answer

I / We DO ☐ DO NOT ☐ Intend to submit a Quotation to this RFQ.

Click here to enter text.

(Company Name)

(Representative's Signature)

Click here to enter text.

(Address)

(Name – Please Print)

Click here to enter text.

(City, Province, Postal Code)

(Title)

Click here to enter text.

(Phone)

(Date)

Click here to enter text.

(Email)

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REQUEST FOR QUOTATION (“RFQ”)

RFQ 2026-004

A. DEFINITIONS

Except as otherwise defined in this RFQ, the defined terms in this RFQ are taken from the Preferred Terms Appendix.

ARTICLE 1 INTRODUCTION

1.1 Background

Listowel Wingham Hospitals Alliance - LWHA (the Purchasing Organization”) on behalf of the Purchasers listed in the following table, issues this Request for Quotations:

1. Listowel Memorial Hospital
2. Wingham & District Hospital

The LWHA is an alliance between Wingham & District Hospital and Listowel Memorial Hospital which formed in 2003. The two hospitals operate under a single Board with members from both communities, one CEO and Leadership Team that cover both sites. Strategic plans and operational plans are also reflective of the Alliance structure. The two hospitals are two distinct corporations with separate budgets and separate LHIN accountability agreements. Each of the hospitals has a supporting Foundation and these Foundations continue to exist for the purpose of raising monies for capital expenditures for their respective sites.

The two hospitals employ approximately 400 staff members in total which is comprised of full-time, part-time and casual employees. The accounting records are centralized in the local business offices at 255 Elizabeth Street East, Listowel, Ontario under the management of the Chief Financial Officer. Some records related to payroll, accounts receivable and purchasing are located at 270 Carling Terrace, Wingham. Local business office staff consist of 3 Financial Analysts, Payroll Coordinator, Accounts Payable Clerk and Accounts Receivable Clerks across the sites. Ormed software is used for accounting and payroll processing while MediAR system is used for the revenue and accounts receivable transactions.

The Chief Financial Officer manages a budget of \$29 million at Listowel and \$25 million at Wingham.

Annual reports and additional information is available through the LWHA’s website.

www.lwha.ca

It is the intention of LWHA that the procurement process convened by this RFQ be compliant with the Broader Public Sector Procurement Directive.

1.2 Scope/Project

1.2.1 LWHA

This RFQ is being issued for the benefit and on behalf of LWHA and the Alliance Hospitals listed in the table set out below:

LWHA

Listowel Wingham Hospital Alliance	Listowel Memorial Hospital
	Wingham & District Hospital

1.2.2 Service(s)

This RFQ is being issued to obtain quotation for the Material and Service(s) to/for LWHA from qualified vendor(s). In this RFQ, such vendors will be known as “Vendors” and their Quotations will be called “Quotations”. LWHA’s requirements with respect to this scope of work are outlined in the Service requirements Appendix. It is anticipated that the term of any agreement arising out of this RFQ, will be three (3) years plus two (2) one (1) year options.

1.3 Objectives

- LWHA seeks to satisfy the following objectives in an agreement resulting from this RFQ:
- Conduct a comprehensive assessment of the existing boiler plant and verify all existing site conditions associated with the central heating plant at Wingham & District Hospital.
- Perform a heating load analysis and provide engineering recommendations to determine the appropriate capacity and configuration of the replacement steam boiler to meet the facility's operational requirements.
- Supply, deliver, install, test, and commission one new high-efficiency steam boiler to replace the existing decommissioned unit and restore heating plant redundancy.
- Integrate the replacement boiler with the existing boiler installed in 2014 to establish a reliable lead-lag operating arrangement that supports continuity of operations, energy efficiency, and system reliability.
- Provide all required engineering, labour, materials, equipment, permits, supervision, project management, and ancillary components necessary to deliver a complete and fully operational heating system.
- Complete all required modifications to piping, valves, controls, gas services, venting, electrical infrastructure, building automation system interfaces, insulation, and related mechanical and electrical systems required for successful project completion.

- Minimize disruption to hospital operations and maintain heating service continuity throughout all phases of the project through appropriate planning, scheduling, and coordination.
- Complete all start-up, testing, balancing, commissioning, performance verification, operator training, and project close-out activities necessary to ensure the system performs as intended.
- Provide all required project documentation, including engineering drawings, as-built drawings, operation and maintenance manuals, warranty documentation, and final commissioning reports.
- Ensure all work complies with applicable legislation, codes, standards, regulatory requirements, and hospital-specific Infection Prevention and Control (IPAC) construction requirements.
- Obtain a high-quality, reliable, and sustainable boiler replacement solution that delivers best value to LWHA throughout the lifecycle of the equipment and associated infrastructure.
- Engage a qualified contractor with demonstrated experience in healthcare, institutional, or critical facility boiler replacement projects and a proven ability to perform work safely, efficiently, and with minimal impact on patient care and hospital operations.

1.4 LWHA and Alliance Hospitals

1.4.1 Entering into an Agreement

If a Vendor or Vendors are successful in this RFQ, the Vendor or Vendors are put on notice that, subject to the terms and conditions in this RFQ, including but not limited to being able to reach an agreement between the parties, an agreement with LWHA will be entered into with one or more vendors for the Service(s) as described in this RFQ.

1.5 Nature of RFQ Process

1.5.1 No Bidding Contract

By issuing this RFQ and by receiving compliant Quotations, LWHA does not intend to create any contractual relations or obligations with any Vendor by virtue of issuing this RFQ or by receiving or opening or evaluating any Quotation or by conducting negotiations with Vendors.

ARTICLE 2 QUOTATION SUBMISSION

2.1 Quotation Submission

2.1.1 General

To be eligible for consideration in this RFQ process, the Vendor's Quotation must be received

before 2:00:00 p.m. Eastern Time on October 15, 2026 (the “Closing Time”) and should be in a sealed package bearing the Vendor’s name, return address, and RFQ# 2026-004 at:

Listowel Wingham Hospitals Alliance
255 Elizabeth Street E
Listowel, Ontario
N4W 2P5
Attention: Bid Administrator Krista Robinson

Or via email submission to purchasing@lwha.ca

2.1.2 Quotations received after the Closing Time

Quotations received after the Closing Time shall not be considered and shall be returned to the Vendor unopened. Each Vendor is responsible for the actual delivery of its Quotation to the address and location listed above, regardless of whether the Quotation has been given to couriers, delivery Service(s), Canada Post or employees or agents of LWHA for delivery to that location.

Quotations transmitted by facsimile or sent by any other electronic means other than email shall not be considered. Notwithstanding anything to the contrary contained in the *Electronic Commerce Act, 2000* (Ontario), as amended, any notice, submission, statement, or other instrument to be given in respect of the RFQ may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFQ.

2.1.3 Receipt

Vendors should have the Quotation time stamped at the location referred to in Section 2.1.1 General before the Closing Time and receive a receipt.

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

2.2 Format

2.2.1 General

The Quotation should be comprised of and formatted as follows:

All competitive procurement documents and submissions must be submitted and received exclusively through email address of the RFQ administrator given in the RFQ by the Hospital. Paper and physical media (CD/DVD/USB) will not be accepted. Late bids will be returned unopened by the RFQ administrator.

2.2.2 Forms

The Bid Submission Form appendix, and the other appendices requiring execution by the Vendor, shall be completed and signed by a duly authorized signing representative of the Vendor.

Quotations should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

2.2.3 Separate Files

Vendors should be advised that the RFQ document is locked and is “Read-Only”. Quotations should be formatted as outlined in the table below using the appendix templates provided in the “Response Appendices” file. The entire RFQ response will be comprised of the Response Appendices only. The following format is applicable for both paper copies and digital copies of the RFQ Quotation.

Folder	Response Appendix	Format of File Names (File names cannot include any symbols i.e. #, &, + etc.)
Folder 1 – Vendor Information		
	Bid Submission Form Appendix	<i>“Bid Submission Form Appendix”</i>
	Corporate Overview Appendix	<i>“Corporate Overview Appendix”</i>
	References Appendix	When submitting a “ <i>References Appendix</i> ” for more than one type of Service(s) please name each file as follows: <i>“Service(s) Type – Reference Appendix”</i>
	Declaration of Conflict Statement	<i>“Declaration of Conflict Statement”</i>
Folder 2 – Service(s) Specifications		
	Service Requirements Appendix	When submitting a “ <i>Service requirements Appendix</i> ” for each type of Service(s) please name each file as follows; “ <i>Service(s) Type – Service requirements Appendix</i> ”
	Requirements Appendix	<i>“Requirements Appendix”</i>
Folder 3 – Preferred Terms		

Folder	Response Appendix	Format of File Names (File names cannot include any symbols i.e. #, &, + etc.)
	Preferred Terms Appendix	When submitting objections to the “ <i>Preferred Terms Appendix</i> ”, name the file as follows: “ <i>Objections – Preferred Terms Appendix</i> ”
Folder 4 – Pricing Documents (Separate File)		
	Purchase Price Appendix	When submitting a “ <i>Purchase Price Appendix</i> ” for each type of Service(s), please name each file as follows: “ <i>Service(s) Type - Purchase Price Appendix</i> ” Any additional pricing documents that the Vendor wishes to include in addition to the Purchase Price Appendix should be submitted in this Folder 7. Such additional pricing documentation should clearly identify, in addition to pricing, Vendor name, Service(s) type.

2.2.4 Technical Issues

In preparing a Quotation, the Vendors should adhere to the following:

- a) all pages should be numbered;
- b) avoid using symbols in the file name such as &, #, etc.;
- c) file sizes should not exceed 10 MB. Information may be split up into separate files if necessary;
- d) avoid using scanned copies of files if possible as this increases the size of the file;
- e) the appendices provided, as appropriate, are to be used for the Quotation.

2.3 Receipt Confirmation Form

Vendors should complete and return by facsimile or email the form entitled Receipt Confirmation Form located on page 2. Specific instructions are provided on the Receipt Confirmation Form. Vendors confirming receipt of this RFQ document by submitting the Receipt Confirmation Form will be notified of any updates and amendments to the RFQ by way of email.

2.4 Withdrawal of Quotation

A Vendor may withdraw its Quotation only by giving written notice received by the Bid Administrator before the Closing Time of this RFQ. Following the Closing Time, no Quotations may be withdrawn. The LWHA has no obligation to return withdrawn Quotations.

2.5 Amendment of Quotation

A Vendor may amend its Quotation after submission but only if the Quotation is amended and resubmitted before the Closing Time by written notice to the “Bid Administrator” (as that term is defined in Section 3.1.1).

2.6 Quotation Irrevocability

Subject to the Vendor’s right to withdraw a Quotation in accordance with Section 2.4 Withdrawal of Quotation. We confirm this Quotation is irrevocable and open for acceptance for a period of **120** days from the Closing Time g Time.

2.7 Opening Quotations

LWHA reserves the right to open Quotations privately or as it deems appropriate. Notwithstanding the foregoing, Quotations shall not be opened until after the Closing Time.

2.8 Requirements

For the purposes of the requirements stated in this RFQ

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

Vendors should note that there are requirements of the Vendors that are outside the project and informational requirements set out in ARTICLE 4 MANDATORY REQUIREMENTS and ARTICLE 5 GENERAL REQUIREMENTS.

ARTICLE 3 RFQ PROCEDURES

3.1 Bid Administrator

3.1.1 Contact Information

All questions and communications regarding this RFQ should be directed to the Bid Administrator:

Name:	Krista Robinson
Title:	Junior Purchaser
E-mail address:	purchasing@lwha.ca

3.1.2 Notice

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

- a) only the Bid Administrator is authorized by LWHA to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ;
- b) Vendors should not contact any of the LWHA staff (except for the Bid Administrator) in regards to this RFQ, unless instructed to in writing by the Bid Administrator;
- c) under no circumstances shall the Vendor rely upon any information or instructions from LWHA, their employees, or their agents unless the information or instructions is provided in writing by the Bid Administrator in the form of an addendum; and
- d) LWHA, their employees nor their agents shall be responsible for any information or instructions provided to the Vendor, with the exception of information or instructions provided in an addendum by the Bid Administrator.

3.2 Information

3.2.1 Vendor to Review

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

3.2.2 Vendor to Notify

If the Vendor discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFQ, the Vendor must notify the Bid Administrator in writing prior to submitting the Vendor's Quotation.

Vendors shall not:

- a) claim after submission of a Quotation that there was any misunderstanding or that any of the conditions set out in Section 3.2.1 Vendor to Review were present with respect to this RFQ; or
- b) hold any member of LWHA, or LWHA staff liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFQ.

3.3 Clarification and Questions

3.3.1 Submission

Vendors may request clarification of this RFQ by:

- a) submitting all requests for clarification by email, courier, delivery, or mail to the Bid Administrator or as otherwise directed by the Bid Administrator;
- b) including the Vendor's address, telephone number, facsimile number and email address; and
- c) if the question pertains to a specific section of this RFQ, reference should be made to the specific section number and page; and
- d) submitting all requests in writing for clarification before the event date, indicated in Article 6 - Selection Milestones.

3.3.2 Questions and Answers

LWHA will provide Vendors with written responses, in the form of addenda, to questions that are submitted in accordance with Section 3.3.1 Submission, subject to the provisions of this Section. All addenda shall form part of this RFQ. Questions and answers will be distributed in numbered addenda to Vendors that have submitted a Receipt Confirmation Form. In answering the Vendor's questions, the Bid Administrator will include in all addenda the questions asked but will not attribute the questions to any Vendor. Notwithstanding the foregoing, the Bid Administrator may in its sole discretion answer similar questions from various Vendors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

3.3.3 Issued Addenda

3.4 All addenda will be posted on the electronic tendering system used for this RFQ. Vendors are solely responsible for monitoring the portal and retrieving all addenda. **The Receipt Confirmation Form is optional and does not limit access to addenda."** **Additional Rights**

LWHA shall have the right without liability, cost, or penalty and in its sole discretion to exercise any of the rights set out in Section 3.4.

3.4.1 Amendments to the RFQ

Subject to Section 3.3.3 Issued Addenda, LWHA shall have the right to amend or supplement this RFQ in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFQ. The Vendor is responsible to ensure it has received all addenda, if any. The addenda shall be binding on each Vendor.

3.4.2 Right to Cancel the RFQ

LWHA may request written clarifications that do not alter the price or any material aspect of a submission. No Quotation may be materially amended after Closing. If all Quotations are non-compliant, LWHA may cancel and reissue the RFQ.

3.4.3 Clarification of Vendor's Quotation

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

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

3.4.4 Verification of Information

LWHA shall have the right to:

- a) verify any Vendor statement or claim by whatever means LWHA deems appropriate, including contacting persons in addition to those offered as references, and to reject any Vendor statement or claim, if the statement or claim or its Quotation is patently unwarranted or is questionable; or
- b) access the Vendor's premises where any part of the work is to be carried out to confirm Quotation information, quality of processes, and to obtain assurances of viability.

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

3.4.5 Quotation Acceptance

LWHA reserves the right to reject any or all Quotations and is not obligated to accept any Quotation received. Only Quotations that satisfy the mandatory requirements and are determined to be compliant with the requirements of this RFQ will be considered for award. Subject to the evaluation methodology disclosed in this RFQ, the contract may be awarded to the compliant Vendor offering the lowest evaluated price or best value to LWHA.

LWHA shall not be obligated to provide reasons for the rejection of any Quotation except as may be required through the Vendor debriefing process set out in this RFQ.

The submission of the lowest-priced Quotation does not guarantee award where the Quotation is non-compliant, contains material irregularities, fails verification requirements, or otherwise does not meet the requirements of this RFQ.

3.4.6 Right to Waive Irregularities

LWHA shall have the right to waive any irregularities in Quotations or in the submission of Quotations, provided that such irregularities are minor and do not constitute a substantial deviation as set out in ARTICLE 4 MANDATORY REQUIREMENTS below.

ARTICLE 4 MANDATORY REQUIREMENTS

4.1 General

This Section contains the project or Service(s) requirements that must be complied with in order for the Quotation to receive consideration. If, in the sole discretion of LWHA, the Quotation does not comply with these Mandatory Requirements, LWHA shall, without liability, cost, or penalty, eliminate the Quotation from the RFQ process. For the purposes of this RFQ, “comply” and “compliance” mean that the Quotation substantially conforms to the Mandatory Requirements in this ARTICLE 4 MANDATORY REQUIREMENTS without a substantial deviation. A substantial deviation is one:

- a) that, in the judgment of LWHA acting reasonably, represents a failure of the Vendor to properly address or provide for a significant or substantial component, item or term required by this RFQ; or
- b) that affects in any substantial way, the scope, quality, or performance of what is being requested pursuant to this RFQ.

The Mandatory Requirements should be responded to in the Requirements Appendix.

4.2 Agents/Subcontractors

The Vendor shall indicate whether the Vendor intends to use agents or subcontractors to perform the Service(s) outlined in the Agreement and shall provide details on who they are and the Service(s) the agent/subcontractor shall perform. The successful Vendor shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by LWHA.

If the Vendor is not using agents or subcontractors on this RFQ, the Vendor should respond by stating not applicable.

4.3 Consortium Information

Where a consortium is bidding on this RFQ, the Vendor shall:

- a) provide the name of the prime Vendor; and

- b) confirm that the prime Vendor shall assume full responsibility and liability for the work and actions of all consortium members with respect to this RFQ.

If a consortium is not bidding on this RFQ, the Vendor should respond by stating not applicable.

4.4 Mandatory Requirements Summary:

Mandatory Requirements Summary:

Proponents must meet the following criteria. The Vendor must:

- (a) have, provide, and describe demonstrated experience in the engineering, supply, installation, commissioning, and replacement of steam boiler systems within healthcare, institutional, commercial, or other critical facility environments.
- (b) have, provide, and demonstrate a minimum of three (3) successfully completed steam boiler replacement or installation projects of similar size, scope, and complexity within the last five (5) years, including client references.
- (c) have, provide, and describe the qualifications, certifications, and relevant experience of the proposed project team, including project management, engineering, installation, controls, commissioning, and supervisory personnel assigned to the Project.
- (d) have, provide, and demonstrate the capability to deliver a complete turnkey solution, including all engineering, labour, project management, permits, materials, equipment, testing, commissioning, training, documentation, and related services required to achieve full project completion.
- (e) have, provide, and demonstrate the ability to perform the Work within an active healthcare environment while minimizing disruption to hospital operations and maintaining compliance with all Infection Prevention and Control (IPAC) requirements and hospital safety protocols.
- (f) have, provide, and demonstrate comprehensive knowledge of, and commitment to compliance with, all applicable legislation, regulatory requirements, industry standards, and codes, including but not limited to TSSA, ESA, CSA standards, the Ontario Building Code, Occupational Health and Safety Act, and applicable healthcare facility requirements.
- (g) have, provide, and demonstrate the ability to integrate the proposed replacement boiler with the existing boiler system and Building Automation System (BAS), including verification of lead-lag operation, alarms, monitoring, and system performance.
- (h) have, provide, and demonstrate the ability and commitment to complete all testing, commissioning, operator training, warranty support, and project close-out documentation

requirements, including the delivery of as-built drawings, operation and maintenance manuals, commissioning reports, and warranty documentation.

- (i) have, provide, and demonstrate sufficient financial, technical, and organizational resources to successfully complete the Project within the proposed schedule and support warranty obligations following project completion.
- (j) provide confirmation that all required permits, approvals, licenses, qualified trades, and regulatory inspections necessary to undertake and complete the Project will be obtained and maintained by the Vendor.

ARTICLE 5 GENERAL REQUIREMENTS

This Section lists the General Requirements that should be addressed in the Quotation. The Vendor's failure to meet any of these required elements will not eliminate the Vendor's Quotation from further consideration. However, the Vendor's response will be scored and the Vendor's failure to meet any of these requirements will affect the Vendor's evaluation and final score.

5.1 Quotation Format

The Vendor should

- a) completely address, on a detailed and point-by-point basis, each requirement identified in this ARTICLE 5;
- b) adhere to the Quotation format requirements set out in Section 2.2 Format of this RFQ; and
- c) respond to these General Requirements in the Requirements Appendix or as otherwise directed in this RFQ.

5.2 Bid Submission Form Appendix

Each Vendor should complete and submit the Bid Submission Form Appendix.

5.3 Corporate Overview Appendix

Each Vendor should complete and submit the Corporate Overview Appendix.

5.4 Letters of Reference

5.4.1 References Appendix

The Vendor should complete and submit the References Appendix. With such appendix, the Vendor should provide a minimum of two (2) references indicating contact names and contact particulars of existing clients for whom it is providing Service(s), products or Service(s) of a similar type, size and complexity. It is intended that these references will be contacted by LWHA

to follow up on the references. The results of reference checks will be taken into consideration during the evaluation of Quotations.

5.5 Declaration of Conflict of Interest Statement

The Vendor should set out any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations described in the Preferred Terms Appendix. Specifically, Vendors are required to include in their submission a Declaration of Conflict of Interest Statement which identifies, to the best of the Vendor's knowledge, no person(s) employed by LWHA, including medical staff in any capacity:

- a) has direct or indirect financial interest in the award of an Agreement to any Vendor;
- b) is currently employed by, or is a Vendor to or is under contract to a Vendor;
- c) is negotiating or has an arrangement concerning future employment or contracting with any Vendor; or
- d) has an ownership interest in, or is an officer or director of, any Vendor.

5.6 Service(s)

5.6.1 Scope of Service(s)

In completing the Purchase Price Appendix, the Vendor should identify each item of Service(s) that the Vendor proposes to supply in order to fulfil the requirements of this RFQ. If required, a Vendor may add supplementary pages to the Purchase Price Appendix to capture the detail sought by the LWHA.

5.6.2 Demonstrated Capability

In its Quotation, the Vendor should demonstrate:

- a) An understanding of the requirements for the Service(s) required by this RFQ and the approaches that the Vendor will take to meet those requirements.
- b) Understanding of the financial requirements of the Ministry of Health reporting and use of public funds.

5.6.3 Sourcing

The Vendor should provide a list of Service(s) providers included in or forming part of the Service(s) which are not specifically offered by the Vendor. Where the Vendor has a business relationship with such service provider, it shall identify the service provider and the nature and the extent of the relationship.

5.7 Service Requirements

The Vendor should review the service requirements set out in the Service requirements Appendix and demonstrate which service requirements the Vendor will be able to meet. The Vendor should provide detailed responses in the Service requirements Appendix. The Vendor should identify any Service(s) not applicable to the proposed Service(s) as “not applicable”. The Vendor should identify any Service(s) not available for the proposed Service(s) as “not available”. If applicable, any information that the Vendor may need from the service provider to answer the questions should be obtained and provided in the Service requirements Appendix. In addition, the Vendor should provide complete responses in the Service requirements Appendix and should not reference other sections of the Quotation in a response.

5.8 Additional Requirements Appendix

The Vendor should review and complete the information and requirements Additional Requirements Appendix and clearly identify any requirements that the Vendor cannot or will not meet.

5.8.1 Infection Control

Without limiting the Vendor’s obligations in any other part of this RFQ, whenever the Vendor is providing Service(s) on the premises of a Hospital within LWHA, it shall comply with LWHA’s Infection Control Policy.

5.9 Preferred Terms Appendix

5.10 Pricing

5.10.1 General

The Vendor should quote all prices in Canadian dollars. Prices should not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise noted by the Vendor, are fixed for the term of the Agreement. All prices quoted by the Vendor shall include all applicable taxes except Value Added Taxes which should be stated as additional to the quoted price or prices. In the event of any discrepancies in a Vendor’s pricing, the lowest price submitted by the Vendor shall prevail and, if necessary, its overall price offer shall be amended accordingly.

5.10.2 Pricing Appendices

The Vendor should complete and submit the Purchase Price Appendix and the Additional Pricing Information Appendix. A separate Pricing Appendix should be completed for each type of Service(s) proposed. The Additional Pricing Information Appendix should be completed once for all proposed Service(s) unless a particular response would differ on a specific type of Service(s).

5.10.3 Agreement Term

It is optional that the Agreement shall be for three (3) years. However, it is LWHA discretion to get into service agreement for this project or not.

5.10.4 Estimates

To the best of the knowledge of LWHA, the information provided in this RFQ is accurate. Nonetheless, nothing in this RFQ is intended to relieve Vendors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFQ. LWHA does not represent or warrant that the information is comprehensive or exhaustive and assume no responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, LWHA does not make any representation or warranty that such data or information represents an accurate forecast of volumes and/or needs.

5.11 Purchase Price Appendix

5.11.1 Purchase Price Appendix

The Vendor should complete and submit the Purchase Price Appendix. A separate pricing file or folder should be completed for each type of Service(s) proposed.

5.11.2 Discounts

The Vendor should identify discount opportunities for LWHA, including but not limited to the following:

- a) Early payment;
- b) Electronic commerce;
- c) Electronic funds transfer payments;
- d) Related Service(s) discounted enhancements;
- e) Other discounts not referred to above.

The Vendor should submit any such available discounts in the Additional Pricing Information Appendix.

5.11.3 Payment Terms

LWHA's payment terms are net 30 days. Vendors wishing to propose different payment terms shall so indicate in the Additional Pricing Information Appendix.

5.11.4 Price Escalation

If the Vendor is proposing any price escalations for Service(s), during the term of the Agreement, it should identify escalation provisions in detail in the Additional Pricing Information Appendix.

5.11.5 Hospital Information Practices Cost

In the Additional Pricing Information Appendix, the Vendor should confirm that it has included in its pricing to LWHA all costs related to privacy compliance with respect to LWHA's information practices. Details of LWHA's information practices are included in the Personal Health Information Appendix.

5.11.6 Financial Viability

The Vendor should provide financial information sufficient for LWHA to adequately establish the Vendor's financial capability to provide and support the scope of Service(s) in its Quotation. Such information may take the form of an annual report, banking information and/or guarantees, which information should be submitted as an attachment to the Additional Pricing Information Appendix.

5.12 Personal Health Information Appendix

5.12.1 Confirmation of Practices

LWHA's information practices and requirements are found in the Preferred Terms Appendix at Article 9. Each Vendor should submit their response in the 'Personal Health Information Appendix' to the following:

- a) LWHA's information practices: how LWHA's information practices are to be met.
- b) The Vendor's information practices:
 - How the Vendor's information practices comply with the Personal Health Information Protection Act ("PHIPA");
 - How the Vendor proposes to protect Personal Health Information or PHI (as defined in PHIPA) from theft, loss and unauthorized access, copying, modification, use, disclosure, and disposal;
 - The processes and practices the Vendor has implemented to manage a "data breach", i.e., the theft, loss, unauthorized access to, copying, modification, use, and disposal of PHI; and
 - Samples of the materials the Vendor has made available to the public describing its information practices and any applicable privacy policies.
- c) Where the Vendor's information practices are not as rigorous as those described in LWHA's Personal Health Information Appendix, the Vendor will conform its practices to those of LWHA and indicate the date by which conformity will be achieved.

5.13 Extending Agreement to other Entities

The Vendor should indicate how any agreement that is finalized would be extended to other hospitals, long term care facilities, or other Broader Public Sector facilities for the duration of the agreement term.

ARTICLE 6 SELECTION MILESTONES

6.1 Selection Milestones

Subject to the right of LWHA to amend any aspect of this RFQ, the following represents the anticipated timetable for events and activities which will take place pursuant to this RFQ.

6.2 Changes in Dates

The dates are subject to change at the sole discretion of LWHA. All times are shown as Eastern Time. In the event a change is made to these dates, the Vendors that have completed the Receipt Confirmation will receive the addendum.

Event	Date
RFQ issued	August 06, 2026
Vendor questions to be received in writing before	October 09, 2026
Response/addenda to Vendor by	October 12, 2026
RFQ Closing Time	October 15, 2026
Anticipated Agreement Start Date	TBD

ARTICLE 7 DISQUALIFICATION OF QUOTATIONS

7.1 Disqualification

Without limiting the other rights of LWHA, as described in other Articles of this RFQ, LWHA, without liability, cost or penalty, and in its sole discretion, may disqualify any Quotation at any stage of the RFQ process if:

- a) the Quotation contains materially incorrect information;
- b) the Vendor materially misrepresents any information provided in its Quotation;
- c) there is any evidence that the Vendor, its employees, or agents colluded with one or more other Vendors or any of its or their respective employees or agents in the preparation of the Quotation;
- d) the Vendor's lack of co-operation impedes the RFQ process or the evaluation of any Quotation or Quotations submitted pursuant to this RFQ;

- e) the Vendor submits a Quotation that is determined to be non-compliant with the requirements of this RFQ;
- f) in the case of a Quotation jointly submitted by multiple parties, in the event that one party decides to opt out of the RFQ process, cannot continue to be a Vendor, or cannot fulfill the obligations set out in this RFQ;
- g) the Vendor reveals a conflict of interest in its Quotation or a conflict of interest is brought to the attention of the Bid Administrator;
- h) the Vendor submits a Quotation with respect to the subject matter of this RFQ to anyone outside of the Bid Administrator;
- i) the Vendor contacts any member of the evaluation team, other than the Bid Administrator, or any LWHA staff either directly or indirectly in order to obtain information in regards to this RFQ; or
- j) the Vendor extends either verbally or in writing to any member of the evaluation teams or any LWHA staff either directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of LWHA, is intended to alter the outcome of the RFQ.

ARTICLE 8 EVALUATION PROCESS

8.1 General

The evaluation process described in this ARTICLE 8 – EVALUATION PROCESS will be applied to Quotations which have not been returned or disqualified pursuant to ARTICLE 2 – QUOTATION SUBMISSION, Sections 2.1, 2.2.1 and 2.2.2 and/or ARTICLE 7 – DISQUALIFICATION OF QUOTATIONS. The objective of the evaluation is to identify, from such Quotations, those which will satisfy the mandatory requirements described in Section 8.3, meet the requirements of LWHA.

The steps in the evaluation of Quotations are as follows:

- a) Review for compliance with Mandatory Requirements;
- b) Review of compliant Quotations to confirm satisfaction of mandatory and technical requirements, followed by pricing evaluation.;

The conduct of evaluations pursuant to this Article 8 shall in no way restrict the rights of LWHA provided under this RFQ, including those described in Section 3.4.

8.1 Evaluation Criteria:

Weighted RFQ

Category	Weight
Technical Compliance	25%
Relevant Experience and References	15%
Price	60%
Total	100%

Award:

The contract may be awarded to the Vendor achieving the highest total evaluated score.

8.3 Mandatory Compliance Review

Quotations will first be reviewed to determine compliance with all mandatory requirements. Quotations failing to satisfy a mandatory requirement may be rejected without further evaluation.

8.4 Technical Compliance Review

LWHA will review compliant Quotations to determine whether the goods, services, construction, equipment, or work proposed meet the specifications and requirements identified in this RFQ.

8.5 Pricing Evaluation

Pricing will be evaluated using the completed Pricing Schedule. LWHA reserves the right to correct minor arithmetic errors and evaluate Quotations based on the total evaluated price.

8.6 Reference Verification

LWHA reserves the right to verify references and other information provided by the Vendor. Unsatisfactory reference results may result in disqualification of a Vendor.

8.7 Tie Resolution

Where two or more Vendors achieve the same evaluated result, LWHA may apply the following tie-breaking criteria:

1. Lowest evaluated price;

2. Highest technical score (where applicable);
3. Reference verification results;
4. Any other tie-breaking methodology disclosed in this RFQ.

8.8 No Obligation to Award

LWHA reserves the right to reject any or all Quotations and is not obligated to award a contract as a result of this RFQ.

8.2 Step 1 - Review of Mandatory Requirements

The Vendor's Quotation shall be reviewed for compliance with the terms of ARTICLE 4 MANDATORY REQUIREMENTS. Quotations that fail to substantially comply with the terms of ARTICLE 4 MANDATORY REQUIREMENTS shall be rejected as non-compliant.

8.3 Step 2 – Review of Compliant Quotations Against Evaluation Criteria

Quotations will be evaluated against the evaluation criteria described in Section 8.2 and points awarded accordingly. No significance should be placed on the order of the evaluation criteria listed in Section 8.2.

8.4 Step 3 – Reference Review and Verification

Subject to the provisions of Section 8.5 which shall apply in the event that two or more Vendors are awarded an identical points, when the highest scoring Vendor(s) has/have been identified through the evaluation carried out in Step 1 and Step 2 (if applicable), and, LWHA intend to verify the references provided by the Vendor(s) in the References Appendix submitted pursuant to this RFQ. LWHA shall be entitled to make reference checks in a manner of their own choosing, including personal interviews, telephone and electronic or printed correspondence. Reference checks will be conducted and assessed as to the LWHA's satisfaction with the performance of the Vendor and with the Service(s), which the Vendor may have delivered.

Once reference checks have been completed, the results for each Vendor will be assessed on a pass/fail basis. Where the reference checks for a Vendor are assessed and that Vendor is judged to have failed, its Quotation may, at the discretion of LWHA, be rejected. For Vendors whose references have been assessed as passed. Where this RFQ does not provide for short-listed Vendors, LWHA may, on the basis of the same reference checks,

8.5 Method to Resolve Tie Scores Between Vendors

In the event that two or more Vendors are awarded the identical number of points pursuant to Sections 8.4 and 8.7 above, the tie will be broken in favour of the Vendor or Vendors receiving

the highest points award for item (iv) “Purchase Price” in the table found in Section 8.2. In the event that a tie still persists after considering the points allocation for “Purchase Price”.

ARTICLE 9 PREFERRED TERMS AND AWARD

9.1 Form of Agreement

The principal commercial terms of the Agreement that the Vendor will be required to sign are found in the Preferred Terms Appendix. Any resulting Agreement shall incorporate the terms and conditions of the Preferred Terms Appendix, together with the schedules to the Preferred Terms Appendix completed and populated using the information derived from the relevant appendices and attachments included in the Quotation of the successful Vendor.

9.2 Notice

LWHA shall notify the successful Vendor(s).

9.3 Award

LWHA reserves the right to award all or any part of the Service(s) described in this RFQ to one Vendor or a combination of Vendors or to accept all or part of a Quotation, based upon the best overall value to LWHA as determined pursuant to the terms and conditions of this RFQ. All evaluation team members will sign conflict-of-interest declarations and non-disclosure agreements prior to accessing submissions.

LWHA reserves the right to reject any or all Quotations. Subject to Section 9.6, LWHA shall not be obligated to provide reasons for the rejection of any Quotation. In addition, LWHA is not obligated to award an Agreement to any Vendor, even if the Vendor is the highest ranked Vendor following the evaluation carried out in Article 8. Without limiting the generality of the above, LWHA will not be obligated to award an Agreement if:

- a) in the sole discretion of LWHA, LWHA determines that it would be in LWHA’s best interest not to award an Agreement;
- b) only one Vendor submits a Quotation;
- c) the Quotation prices exceed prices received by LWHA for previously provided Service(s) acquired of a similar nature;
- d) the Quotation prices exceed the costs LWHA would incur by undertaking the procurement using its own resources;
- e) the Quotation prices exceed the funds available for the Service(s);
- f) the Quotation has been disqualified pursuant to ARTICLE 7 DISQUALIFICATION OF QUOTATIONS of this RFQ;

- g) the successful Vendor fails to enter into an Agreement in accordance with ARTICLE 9 PREFERRED TERMS AND AWARD;
- h) the Vendor fails to obtain any permits, licenses, consults, or authorizations required pursuant to this RFQ; or
- i) the funding for the acquisition for the proposed Service(s) has been revoked, modified, or has not been approved.

9.4 Agreement not Reached

In the event that the successful Vendor fails or refuses to enter into or execute the Agreement within fourteen (14) calendar days of notification to the Vendor, LWHA reserves the right to:

- a) extend the period for signing the Agreement;
- b) exclude the Vendor's Quotation from further; and
- c) exercise any other applicable right set out in this RFQ, including but not limited to cancelling this RFQ or issuing a new RFQ for the same or similar work or Service(s).

9.5 Vendor Debriefing

Following conclusion of the RFQ, and providing at least one Agreement has been executed, no later than 60 Days following the date of posting of a contract award notification in respect of the RFQ, a Proponent may contact the Bid Administrator by email, requesting a debriefing from the Purchasing Organization, and the Purchasing Organization shall conduct such debriefing in accordance with the requirements of the BPS Directive.

Any request that is not timely received (no later than 60 Days following the date of posting of a contract award notification) will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted. LWHA will offer separate debriefings to each Vendor at a time, date and for a duration to be confirmed by written notice issued by LWHA to each Vendor.

9.6 Bid Dispute Resolution

In the event of a dispute arising in connection with this RFQ, the Vendor and LWHA shall make reasonable commercial efforts to resolve the dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

If the Vendor and LWHA have been unable to resolve a dispute through negotiation, either party may, by written notice, request the appointment of a mediator. The parties to the dispute agree to use reasonable commercial efforts to agree on the mediator within ten (10) working days from the delivery of the written notice requesting mediation, failing which the appointment of the mediator

will be take place with the selection of the mediator being mutually agreed upon by the parties. The parties agree to co-operate with the mediator and make reasonable commercial efforts to resolve the dispute. If the dispute has not been resolved within fifteen (15) calendar days after a mediator has been agreed or appointed, or within such period as the parties may agree, the mediator shall terminate the mediated negotiations by giving a written notice.

Following receipt of a notice from the mediator terminating the mediated negotiations, either party may request, by notice in writing, that the dispute be submitted to arbitration. If the party receiving such notice delivers a written notice agreeing that the dispute should be submitted to arbitration, the dispute shall be submitted to binding arbitration before a single arbitrator in the municipality in which LWHA is located. Unless all parties to the dispute agree to submit the dispute to arbitration, there shall be no arbitration of the dispute.

In the event LWHA has agreed with one or more Vendors to submit a dispute to arbitration, any such party may give notice of the dispute to one or more other Vendors who submitted Quotations in response to this RFQ, each of such other Vendor may, if it agrees to participate in the arbitration, be a party to and be entitled to participate in the arbitration and be bound by the arbitrator's award, whether, having agreed, they participate in the arbitration or not.

The agreement of an original party to submit a dispute to arbitration may be made conditional on the consent of one or more other Vendors also consenting to submit the dispute to arbitration. In the event that such a condition has been stipulated as a term of agreement to submit a dispute to arbitration, the consent of that party to arbitrate will be deemed withdrawn in the event that the condition is not satisfied or waived by the party that imposed it.

In the event the parties to the dispute agree to submit the dispute to binding arbitration, the parties to the dispute agree to use reasonable commercial efforts to agree on the sole arbitrator and, failing agreement within ten (10) working days from the date the parties agree to submit the dispute to arbitration, the appointment of the arbitrator will be made by the "Appointing Committee" of ADR Chambers, presiding on the date the parties agreed to submit the dispute to arbitration.

The parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) working days, subject to the discretion of the arbitrator to increase such time.

ARTICLE 10 ADDITIONAL TERMS AND CONDITIONS

10.1 Acceptance of RFQ

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

10.2 No Publicity or Promotion

Vendors shall not make any public announcement or distribute any literature regarding this RFQ or otherwise promote itself in connection with this RFQ or any agreement awarded under this RFQ, without the prior written approval from LWHA as applicable. The Vendor agrees to be bound by this provision regardless of whether its Quotation is accepted or rejected.

10.3 Confidentiality

10.3.1 Confidential Information

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

- a) remains the property of LWHA and shall be removed from LWHA's premises only with the prior written consent of LWHA;
- b) must be treated as confidential and shall not be disclosed except with the prior written consent of LWHA;
- c) must not be used for any purpose other than for replying to this RFQ and for the fulfillment of any related subsequent Agreement; and
- d) must be returned upon request.

10.3.2 Vendor's Submission

By submitting a Quotation, Vendors acknowledge that the contents of their Quotations will be disclosed, on a confidential basis, to the evaluation team, to LWHA staff and advisors of the LWHA. Reasonable efforts will be made to protect pricing, commercial terms and other sensitive and confidential information provided by the Vendors (the "Confidential Material"). However, LWHA does not accept any liability in the event that Confidential Material, or any part of it, is disclosed even if such parties, their advisors or staff or any other person associated with this Request for Quotation may have been negligent with respect to such disclosure.

In addition, and without limiting the generality of the above paragraph, Vendors are further advised that, as of January 1st, 2012, LWHA will be subject to the Freedom of Information and Protection of Privacy Act ("FIPPA") and may be required to disclose parts or all of a Quotation pursuant to FIPPA. Subject to the provisions of FIPPA, LWHA will use reasonable efforts to safeguard the confidentiality of any information identified by a Vendor as confidential, but shall not be liable in any way whatsoever to any Vendor if such information is disclosed based on an order or decision made under such Act or any other applicable law.

10.3.3 Personnel Information

10.3.3.1 Submission of Information

The Vendor should not submit as part of its Quotation any information related to the qualifications or experience of Vendor Personnel unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation will be returned to the Vendor and will not be used in the evaluation process or otherwise. Should LWHA subsequently request such information from the successful Vendor during any negotiations conducted pursuant to this RFQ, LWHA will treat this information in accordance with the provisions of this Section 10.3.3 Personnel Information and any applicable LWHA information management practices.

10.3.3.2 Use

Any personal information as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2005, c.5 that is requested from each Vendor by LWHA shall only be used to select the qualified individuals to undertake the project/Service(s) and to confirm that the work performed is consistent with these qualifications.

10.3.3.3 Consent

It is the responsibility of each Vendor to obtain the consent of such individuals prior to providing the information to LWHA. LWHA will assume that the appropriate consents have been obtained for the disclosure to and use by LWHA of the requested information for the purposes described.

10.3.4 Non-Disclosure Agreement

LWHA reserves the right to require any Vendor to enter into a non-disclosure agreement satisfactory to LWHA

10.3.5 Vendor Independence Declaration

LWHA reserves the right to require any Vendor to sign a Vendor Independence Declaration satisfactory to LWHA.

10.4 Conflict of Interest

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage is set out in the Quotation. LWHA reserves the right to require any Vendor to sign a conflict of Interest document satisfactory to LWHA. The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF QUOTATIONS in that regard

10.5 Costs

This RFQ does not obligate LWHA to pay for any costs, of any kind whatsoever, that may be incurred by a Vendor or any third parties, in connection with the Quotation. All Quotations and supporting documentation shall become the property of LWHA, subject to claims of confidentiality in respect of the Quotation and supporting documentation.

10.6 Permits, Licenses and Approvals

10.6.1 General

Vendors shall obtain all permits, licenses, and approvals required in connection with the supply of the Service(s) pursuant to this RFQ. The costs of obtaining permits, licenses and approvals shall be the responsibility of and shall be paid for by the Vendor.

10.7 Intellectual Property

The Vendor should not use any intellectual property of LWHA, including but not limited to all logos, registered trademarks or trade names of LWHA, at any time without the prior written approval of LWHA as appropriate.

All deliverables, documentation, Service(s) and intellectual property rights of any kind derived and/or developed pursuant to this RFQ are to remain the exclusive property of LWHA.

Requests to present data or publish or present papers derived from work pursuant to this RFQ in any type of publications, journals or professional conferences must be made to LWHA and prior approval must be obtained in writing from LWHA as the case may be.

10.8 Completeness of the Quotation

By submission of a Quotation, the Vendor confirms that all requirements for the proposed or managed Service(s) have been identified in the Quotation or will be provided to LWHA at no additional charge.

10.9 Vendor's Quotations

All accepted Quotations shall become the property of LWHA and will not be returned.

10.10 Conflict of Interest

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Quotation or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage is set out in the Quotation. The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF QUOTATIONS in that regard.

10.11 Assignment

The Vendor shall not assign any of its rights or obligations hereunder during the RFQ process without the prior written consent of LWHA. Any assignment made in violation of this Section shall be null and void.

10.12 Governing Law

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

10.13 Liability of LWHA

10.13.1 Limit of Liability

The liability of LWHA to any Vendor for any claims arising out of this RFQ including:

- a) negligence; and/or
- b) a breach of the "bidding contract" should a court or arbitrator find such contract exists,

shall be limited to the reasonable costs of the Vendor of preparing its Quotation.

10.14 Entire RFQ

This RFQ, any addenda to it, and the appendices listed below constitute the entire RFQ.

- Receipt Confirmation Form
- Requirements Appendix
- Bid Submission Form Appendix
- Corporate Overview Appendix
- Purchase Price Appendix
- Additional Pricing Information Appendix
- Service Requirements Appendix
- References Appendix
- Personal Health Information Appendix
- Preferred Terms Appendix

10.15 Priority of Documents

If there are any inconsistencies between the terms, conditions, and provisions of the main part of the RFQ and the appendices, the RFQ shall prevail over the appendices during the RFQ process.

Requirements Appendix

of RFQ #2026-004

The Vendor should use this chart to respond to the Mandatory and General Requirements (ARTICLE 4 and ARTICLE 5 of the RFQ) in this Requirements Appendix unless otherwise directed here or in the RFQ. Where an item is not applicable, type N/A in the space provided. The information listed under Requirement Item is not a complete description. All Vendors should refer to and review the applicable sections in the RFQ before responding.

Note: For all of the following appendices with fill-in tables, as you type the allocated space will expand to provide sufficient space for your response. Hit enter on your keyboard to enlarge the response box.

RFQ Section Ref #	Requirement Item	Vendor Response
ARTICLE 4	MANDATORY REQUIREMENTS	
	Agents/Subcontractors	Click here to enter text.
	Consortium Information	Click here to enter text.
	Mandatory Requirements Summary	Click here to enter text.
ARTICLE 5	GENERAL REQUIREMENTS	
	Executive Summary	DO NOT RESPOND HERE. Respond as an attachment.
	Bid Submission Form Appendix	DO NOT RESPOND HERE. Respond in the Bid Submission Form Appendix.
	Corporate Overview Appendix	DO NOT RESPOND HERE. Respond in the Corporate Overview Appendix.
	Letters of References Appendix	DO NOT RESPOND HERE. Respond in the References Appendix.

RFQ Section Ref #	Requirement Item	Vendor Response
	Declaration of Conflict Statement	DO NOT RESPOND HERE. Respond in an attachment.
	Statement of Full Disclosure	DO NOT RESPOND HERE. Respond in an attachment.
	Legal Actions	DO NOT RESPOND HERE. Respond in an attachment.
	Service(s)	DO NOT RESPOND HERE. Respond in the Purchase Price Appendix.
	Scope of Service	
	Demonstrated Capability	
	Sourcing	
	Service Requirements	DO NOT RESPOND HERE. Respond in the Service Requirements Appendix.
	Preferred Terms Appendix	DO NOT RESPOND HERE UNLESS THE VENDOR HAS OBJECTIONS. In the event the Vendor has objections to the commercial terms and conditions, respond by proposing specific amendments in the Preferred Terms Appendix.
	Purchase Price Appendix	DO NOT RESPOND HERE. Respond in the Purchase Price Appendix.
	Additional Pricing Information Appendix	DO NOT RESPOND HERE. Respond in the Additional Pricing Appendix.
	Personal Health Information Appendix	DO NOT RESPOND HERE. Respond in the Personal Health Information Appendix
	Extending Agreement to other Entities	

Bid Submission Form Appendix
of RFQ #2026-0

Instructions to Vendor

Submission: This form when completed will form part of your Quotation and should be completed as specified and as applicable, signed below and returned with your Quotation.

To:

Vendor Information:

Legal Name [Click here to enter text.](#)

Type of Legal Entity [Click here to enter text.](#)

Mailing Address [Click here to enter text.](#)

Name of Vendor Authorized Signing
Officer [Click here to enter text.](#)

Name of Vendor Representative [Click here to enter text.](#)

Vendor Representative Position [Click here to enter text.](#)

Telephone Number [Click here to enter text.](#)

Facsimile Number [Click here to enter text.](#)

Email Address [Click here to enter text.](#)

Date [Click here to enter text.](#)

Confirmation:

Without in any way modifying the provisions of the above-noted RFQ, we confirm as follows:

RFQ: We, the undersigned, having carefully examined all the aspects of the RFQ, including the Service requirements Appendix and Additional Requirements Appendix, and having received, carefully examined and incorporated all addenda, having conducted due diligence and examined all conditions, circumstances and limitations that could affect our Quotation, offer to provide the Service(s), products and/or Service(s)s described in this Quotation and to carry out the requirements of this RFQ for the price disclosed in our Purchase Price Appendix. The pricing in such appendix excludes the Value Added Taxes but includes all other applicable taxes. We confirm that this Quotation is irrevocable and open for acceptance for a period of 120 days from the Closing Time.

Accuracy of Information: To the best of my/our knowledge, the information contained in the Quotation is accurate and true.

Representative’s Signature	Representative’s Signature
Name – Please Print	Name – Please Print
Title	Title
Date	Date

Corporate Overview Appendix
of RFQ #2026-004

For any Vendor consortiums – including joint ventures or partnerships, each individual entity should complete a separate appendix. Please list any assumptions you make when responding to questions.

Item	Vendor Response
Indicate whether incorporated, partnership, sole proprietorship or other	Click here to enter text.
Date of incorporation or date of formation of partnership, if applicable	Click here to enter text.
Private company/public company (exchange listed on)	Click here to enter text.
Canadian head office location and registered office	Click here to enter text.
Corporate head office location (if different then above)	Click here to enter text.
Brief overview of the company background	Click here to enter text.
Organizational chart, if applicable	Click here to enter text.
Mission Statement	Click here to enter text.
Number of years in business	Click here to enter text.
Number of years in Canada	Click here to enter text.
Number of Steam Boiler Replacement / Installation Projects Completed: – ☐ Worldwide: _____ – North America: _____ – Canada: _____ – Ontario: _____	Click here to enter text.
Has a customer ever dismissed your Service(s) prior to contract expiration? If yes, please explain and provide customer name and location	Click here to enter text.

**Purchase Price Appendix
of RFQ #2026-004**

**Steam Boiler Replacement and Heating Plant Reliability Restoration Project
Wingham & District Hospital**

Steam Boiler Replacement and Heating Plant Reliability Restoration Project

Wingham & District Hospital

The Vendor shall provide all-inclusive pricing for the complete supply, installation, testing, commissioning, training, and project close-out activities required under this RFQ. Pricing shall include all labour, supervision, engineering, project management, permits, materials, equipment, transportation, testing, commissioning, training, documentation, overhead, profit, and all other costs necessary to complete the Work.

Vendors are encouraged to provide sufficient detail to allow LWHA to perform a fair and transparent "apples-to-apples" comparison of submissions

Table 1 – Lump Sum Project Price Summary

Item	Price (CAD)
Total Lump Sum Project Price (excluding HST)	\$ _____
HST	\$ _____
Total Lump Sum Project Price (including HST)	\$ _____

Table 2 – Pricing Breakdown by Project Component

Project Component	Price (CAD)
Site Assessment and Existing Condition Verification	\$ _____
Heating Load Analysis	\$ _____
Engineering Design and Drawings	\$ _____
Removal and Disposal of Existing Boiler	\$ _____
Supply of New Steam Boiler	\$ _____
Mechanical Installation	\$ _____
Piping, Valves and Insulation Modifications	\$ _____
Gas Piping Modifications	\$ _____

Electrical Work	\$ _____
Controls and BAS Integration	\$ _____
Testing and Commissioning	\$ _____
Operator Training	\$ _____
As-Built Drawings and Project Documentation	\$ _____
Project Management and Site Supervision	\$ _____
Other (Specify)	\$ _____
Total Project Price (excluding HST)	\$ _____

Table 3 – Boiler Equipment Pricing

Description	Manufacturer	Model Number	Quantity	Unit Price	Extended Price
Proposed Steam Boiler				\$ _____	\$ _____
Controls Package				\$ _____	\$ _____
Burner Assembly				\$ _____	\$ _____
Other Major Equipment				\$ _____	\$ _____

Table 4 – Labour Pricing Breakdown

Labour Category	Estimated Hours	Hourly Rate	Extended Price
Project Manager		\$ _____	\$ _____
Professional Engineer		\$ _____	\$ _____
Mechanical Supervisor		\$ _____	\$ _____
Steamfitter / Pipefitter		\$ _____	\$ _____
Electrician		\$ _____	\$ _____
Controls Technician		\$ _____	\$ _____

Commissioning Specialist		\$ _____	\$ _____
General Labour		\$ _____	\$ _____
Other (Specify)		\$ _____	\$ _____
Total Labour Cost			\$ _____

Table 5 – Optional Pricing for Future Comparison Purposes

Optional Item	Price (CAD)
Annual Preventive Maintenance – Year 1	\$ _____
Annual Preventive Maintenance – Year 2	\$ _____
Annual Preventive Maintenance – Year 3	\$ _____
Additional Operator Training Session	\$ _____
Extended Warranty (Year 1)	\$ _____
Extended Warranty (Year 2)	\$ _____
Extended Warranty (Year 3)	\$ _____
Additional Commissioning Support	\$ _____

Table 6 – Warranty

Item	Vendor Response
Boiler Warranty (Parts)	_____ Years
Boiler Warranty (Labour)	_____ Years
Burner Warranty	_____ Years
Controls Warranty	_____ Years
BAS Integration Warranty	_____ Years
Workmanship Warranty	_____ Years

Table 7 – Proposed Schedule

Milestone	Proposed Duration
Engineering and Design	_____
Equipment Procurement	_____
Boiler Delivery	_____
Installation	_____
Commissioning and Testing	_____
Project Completion	_____

Optional Pricing Table – Post-Warranty Service Coverage

Optional Service Item	Annual Price (CAD)
Post-Warranty Service Agreement – Year 1	\$ _____
Post-Warranty Service Agreement – Year 2	\$ _____
Post-Warranty Service Agreement – Year 3	\$ _____
Preventive Maintenance Visits (included per year)	_____
Emergency Service Coverage (24/7)	\$ _____
Additional Labour Rate (Regular Hours)	\$ _____
Additional Labour Rate (After Hours / Emergency)	\$ _____
Parts Mark-Up Percentage	_____ %

Additional Pricing Information Appendix
of RFQ #2026-004

The Vendor should use this chart to provide additional pricing information as a part of this appendix for all proposed Service(s) unless a response for a specific type of Service(s) will differ. When an item is irrelevant, type N/A in the space provided. The information listed under Requirement Item is not a complete description. All Vendors should refer to and review the applicable sections in the RFQ before responding. Vendors are invited to expand this part of the appendix to provide further information.

RFQ Section Ref #	Requirement Item	Vendor Response
5.11.2	Discounts	Click here to enter text.
5.10.1	Indirect Tax (HST/GST/QST) Advisory Support	Click here to enter text.
5.27.3	Ancillary inquiries throughout the year. Please include a table with hourly rates by staff category and how it would be defined as to what would fall outside of Service #1 cost.	Click here to enter text.
5.27.4	Cost Reduction Initiatives/Suggestions	Click here to enter text.

In order to respond to this Appendix fully and completely, the Vendor should include the following as separate files/attachments:

- a) Financing Arrangements Section 5.27.5; and
- b) Financial Viability Section 5.27.6; and
- c) Value Added Section 5.27.7.

**Service Requirements Appendix
of RFQ #2026-004**

**Steam Boiler Replacement and Heating Plant Reliability Restoration Project
Wingham & District Hospital**

General Overview

Section 1.0 of this RFQ provides a general overview of the Listowel Wingham Hospitals Alliance (LWHA) and Wingham & District Hospital. Vendors should refer to that section to obtain an understanding of the hospital environment, operational requirements, and project objectives.

The intent of this project is to restore redundancy, reliability, operational resilience, and long-term sustainability within the existing central heating plant at Wingham & District Hospital through the removal of one permanently decommissioned steam boiler and the supply, installation, testing, and commissioning of one replacement steam boiler.

The successful Vendor shall provide a complete turnkey solution, including all engineering, labour, supervision, materials, equipment, permits, project management, testing, commissioning, documentation, and training required to deliver a fully functional and operational system.

Existing and Proposed Boiler Plant Configuration

- The existing heating plant consists of three boilers.
- The intent of this project is to transition the existing three-boiler configuration to a two-boiler configuration.
- Two existing boilers will be removed from service, with one existing boiler installed in 2014 remaining in operation.
- One new replacement boiler will be supplied and installed.
- Upon project completion, the heating plant shall consist of:
 - One new replacement boiler; and
 - One existing boiler installed in 2014.

Service Requirements Summary

LWHA is seeking a qualified Vendor to provide all goods, services, labour, and professional expertise necessary to complete the Project, including but not limited to the following:

Service #1 – Site Assessment and Engineering Services

The Vendor shall:

- Conduct a comprehensive site assessment of the existing central heating plant.
- Verify existing site conditions and dimensions.
- Review the condition of existing mechanical, electrical, control, venting, gas, and related infrastructure.
- Identify any deficiencies, risks, or constraints that may impact the Project.
- Perform a detailed heating load analysis for the facility.

- Determine the appropriate capacity and sizing requirements for the replacement boiler.
- The heating load analysis and boiler sizing recommendation shall be prepared and stamped by a Professional Engineer licensed to practice in Ontario.
- Develop all required engineering designs, drawings, calculations, and specifications.
- Coordinate all design activities required for permitting, fabrication, installation, and commissioning.

Service #2 – Boiler Supply and Equipment Procurement

The Vendor shall:

- Supply one new high-efficiency steam boiler suitable for healthcare facility operations.
- The replacement boiler shall operate on natural gas and include propane backup fuel capability.
- Supply all associated controls, burners, safety devices, instrumentation, accessories, and ancillary equipment.
- Ensure all equipment is new, unused, and free from defects.
- Ensure all equipment complies with applicable Ontario, Canadian, and industry standards.
- Coordinate equipment manufacturing, procurement, delivery, storage, and handling.

Service #3 – Removal and Disposal of Existing Equipment

The Vendor shall:

- Disconnect the existing decommissioned boiler.
- Remove the existing boiler and associated components as required.
- The existing exterior boiler stack and associated venting infrastructure that become redundant as a result of the final design shall be decommissioned and abandoned in place. Removal of the stack structure itself is not included in the project scope unless otherwise identified as a regulatory or safety requirement.
- Dispose of removed equipment and materials in accordance with all applicable environmental and legislative requirements.
- Protect existing hospital infrastructure throughout demolition and removal activities.

Service #4 – Mechanical Installation Services

The Vendor shall:

- Install the replacement steam boiler.
- Modify, replace, or install associated piping systems as required.
- The existing boiler installed in 2014 is already connected to propane backup and shall remain operational as part of the final heating plant configuration.
- Provide all valves, fittings, supports, insulation, hangers, and related accessories necessary for a complete installation.
- Install all required gas piping systems.
- Install and connect all venting and combustion air systems.

- The final system design shall include venting of both the new replacement boiler and the existing boiler installed in 2014 through the roof of the main boiler room.
- The proponent shall assess and identify any modifications required to the boiler room combustion air and fresh air supply systems to meet applicable code, safety, and manufacturer requirements for the proposed two-boiler configuration.
- Provide all required mechanical system modifications necessary to achieve full system operation.

Service #5 – Electrical, Controls and BAS Integration

The Vendor shall:

- Complete all required electrical work associated with the Project.
- Supply and install all required electrical components, wiring, disconnects, and related infrastructure.
- Modify and integrate control systems necessary for operation of the replacement boiler.
- Integrate the replacement boiler into the existing Building Automation System (BAS).
- Configure the system to operate with the existing boiler as a lead-lag arrangement.
- Verify communications, alarms, monitoring functions, trending, and system performance.

Service #6 – Testing, Startup and Commissioning

The Vendor shall:

- Perform all pre-startup inspections.
- Complete startup and operational testing.
- Perform functional performance testing.
- Verify safe operation of all equipment and controls.
- Complete balancing, calibration, and optimization activities.
- Verify lead-lag operation between the new and existing boilers.
- Provide a comprehensive commissioning program.
- Demonstrate system functionality and performance to LWHA representatives.

Service #7 – Training and Documentation

The Vendor shall:

- Provide operator and maintenance training for LWHA staff.
- Supply operation and maintenance manuals.
- Supply equipment specifications and technical documentation.
- Provide warranties and warranty registration documentation.
- Provide commissioning reports.
- Provide final as-built drawings.
- Provide all close-out documentation required by LWHA.

Hospital Operations Requirements

The Vendor shall recognize that Wingham & District Hospital is an actively operating healthcare facility.

The Vendor shall:

- Minimize disruption to patient care and hospital operations.
- Coordinate all work activities with LWHA representatives.
- Develop detailed work sequencing and implementation plans.
- Identify all planned service interruptions in advance.
- Provide contingency measures to maintain critical heating services where required.
- Restrict work activities to approved areas and schedules.
- Ensure staff conduct is appropriate for a healthcare environment at all times.

Infection Prevention and Control (IPAC) Requirements

The Vendor shall comply with all hospital Infection Prevention and Control (IPAC) requirements.

The Vendor shall:

- Participate in pre-construction risk assessments as required.
- Implement all required dust, noise, and contamination control measures.
- Provide barriers, containment systems, and related controls where required.
- Ensure all personnel comply with hospital infection control requirements.
- Coordinate construction activities with hospital representatives to minimize risk to patients, visitors, and staff.

Codes, Standards and Regulatory Compliance

All work performed under this RFQ shall comply with the most current version of all applicable statutes, regulations, codes, standards, and guidelines including but not limited to:

- Ontario Building Code.
- Technical Standards and Safety Authority (TSSA) requirements.
- Applicable CSA standards.
- Occupational Health and Safety Act and Regulations.
- Electrical Safety Authority (ESA) requirements.
- Natural gas regulations and requirements.
- Manufacturer recommendations.
- Hospital and healthcare facility standards and guidelines.
- All applicable municipal, provincial, and federal regulatory requirements.

- TSSA Requirements: The successful proponent shall be responsible for obtaining, coordinating, and completing all required TSSA inspections, permits, certifications, testing, and approvals associated with the project.

Project Deliverables

At a minimum, the successful Vendor shall provide the following deliverables:

1. Site Assessment Report.
2. Heating Load Analysis Report.
3. Engineering Drawings and Specifications.
4. Construction Schedule.
5. Equipment Submittals and Shop Drawings.
6. Testing and Commissioning Reports.
7. BAS Integration Verification Documentation.
8. Training Materials.
9. Operation and Maintenance Manuals.
10. Warranty Documentation.
11. Final As-Built Drawings.
12. Final Project Close-Out Report.

Vendor Response Requirements

The Vendor's submission should clearly describe:

- Understanding of the Project requirements.
- Proposed boiler manufacturer and model.
- Technical approach to the Project.
- Proposed project team.
- Relevant healthcare and institutional project experience.
- Project execution methodology.
- Construction sequencing approach.
- Commissioning methodology.
- Proposed project schedule.
- Warranty coverage.
- Assumptions, exclusions, and optional services, if any.

Optional Service #8 – Post-Warranty Service and Maintenance Agreement (Optional)

The Vendor should provide a separate optional proposal for post-warranty service and maintenance support for the replacement steam boiler and associated equipment. Submission of this optional service offering shall not be a mandatory requirement of the RFQ and will not form part of the evaluated lump sum project price unless otherwise specified by LWHA.

The optional proposal should include the following information:

- Proposed term of the post-warranty service agreement, including available renewal options.
- Scope of preventive maintenance services and recommended maintenance schedule.

- Description of corrective maintenance and emergency repair services.
- Service response times for routine, urgent, and emergency service calls.
- Availability of technical support, including hours of operation and escalation procedures.
- Availability of replacement parts and expected parts support lifecycle.
- Annual service agreement pricing and any applicable escalation provisions.
- Identification of exclusions, assumptions, and optional services.
- Description of performance reporting, maintenance records, and service documentation to be provided to LWHA.
- Details of any value-added services, system optimization reviews, or reliability improvement recommendations included as part of the agreement.

Evaluation and Award of Optional Service Agreement

LWHA reserves the right, at its sole discretion, to evaluate the post-warranty service and maintenance proposal separately from the base Project requirements. The inclusion of optional post-warranty service pricing is requested for informational and future planning purposes only and shall not obligate LWHA to enter into a service agreement.

Following completion of the RFQ evaluation process and award of the Project, LWHA may elect to:

- Enter into a separate post-warranty service agreement with the successful Vendor;
- Negotiate the scope, pricing, and duration of any service agreement;
- Obtain post-warranty service support through a separate procurement process; or
- Decline the optional service offering entirely.

The submission of post-warranty service pricing and terms does not guarantee selection or award of a future service agreement.

References Appendix of RFQ #2026-004

The Vendor should use this chart to provide references for each type of proposed Service(s) as applicable. When an item is irrelevant, type N/A in the space provided. Vendors are invited to expand this part of the appendix to provide further information.

Reference 1	Vendor Response
Facility name	Click here to enter text.

Reference 1	Vendor Response
Address	Click here to enter text.
Number of sites/facilities	Click here to enter text.
Contact information (name/phone/e-mail): – Identify appropriate contacts to discuss Service(s), i.e., V.P. of ... in this area	Click here to enter text.
Service(s) purchased	Click here to enter text.
Start up date of implementation	Click here to enter text.

Reference 2	Vendor Response
Facility name	Click here to enter text.
Address	Click here to enter text.
Number of sites/facilities	Click here to enter text.
Contact information (name/phone/e-mail): – Identify appropriate contacts to discuss Service(s), i.e., V.P. of ... in this area	Click here to enter text.
Service(s) purchased	Click here to enter text.
Start up date of implementation	Click here to enter text.

**Declaration - Conflict of Interest and Confidential Information
of RFQ # 2026-004**

This is to clarify that I/WE have no interest with any person or in any firm, corporation or other business entity that competes for contracts with the Listowel Wingham Hospitals Alliance (LWHA) or is a current contractor, nor have I/WE participated, directly or indirectly, by committee or as a consultant, advisor, employee, officer, director, agent, trustee, or otherwise, in the development, implementation, or administration of any competitive procurement process with any firm in which I/WE have an interest. For purposes of this declaration, I/WE understand “interest” to include any consideration or other thing of economic value, including future consideration.

Listowel and Wingham Hospitals Alliance (LWHA) has a legal and ethical responsibility to protect the privacy of patients/residents/clients, their families, and staff/affiliates, and ensure that confidentiality is maintained.

LWHA considers the following types of information to be confidential:

- Identifiable personal information and personal health information regarding patients/clients (hereafter referred to as “patients”) and their families;
- Identifiable personal information, personal health information, employment information, and compensation information regarding staff and affiliates; and,
- Information regarding the confidential information of the organization, which is not publicly disclosed by the organization.

This policy applies whether this information is verbal, written, electronic, or in any other format.

In addition to standards of confidentiality, which govern Regulated Health Professionals, staff and affiliates are bound by the organization’s responsibility to maintain confidentiality. The organization expects staff/affiliates to keep information, which they may learn or have access to because of their employment/affiliation, in the strictest confidence.

It is the responsibility of every staff/affiliate:

- To become familiar with and follow the organization’s policies and procedures regarding the collection, use, disclosure, storage, security and destruction of confidential information.
- To collect, access, and use confidential information only as authorized and required to provide care or perform their assigned duties.
- To safeguard confidential information to which he/she has access, or to which he/she comes in contact, against such risks as loss, theft, unauthorized access or disclosure and un-secure disposal.

- To divulge, copy, transmit, or release confidential information only as authorized and needed to provide care or perform their duties.
- To safeguard passwords and/or any other user codes that access computer systems and programs.
- To identify confidential information as such when mailing or sending E-mails or fax transmissions and to provide direction to the recipient if they receive a transmission in error.
- To discuss confidential information only with those who require this information to provide care or perform their duties and make every effort to discuss confidential information out of range of others who should not have access to this information.
- To continue to respect and maintain the terms of the Confidentiality Agreement after an individual's employment/affiliation with the organization ends.
- To participate in the organization's Privacy and Confidentiality education program, review this policy, and sign a Confidentiality Agreement before commencing work or the provision of service at LWHA as a condition of employment/appointment/contract/association for staff/affiliates at LWHA.
- To report to their Leader suspected breaches of confidentiality, or practices within the organization that compromise confidential information. If the Leader is the individual suspected of the breach, staff/affiliates may contact the Chief Privacy Officer/designate or Human Resources.

Misuse, failure to safeguard, or the disclosure of confidential information without appropriate approvals may be cause for disciplinary action up to and including termination of employment/contract or loss of appointment or affiliation with the organization.

DEFINITIONS

Affiliates

Individuals who are not employed by the organization but perform specific tasks at or for the organization, including appointed professionals (e.g., physicians/midwives/dentists), students, volunteers, researchers, contractors, or contractor employees who may be members of a third-party contract or under direct contract to the organization, and individuals working at the organization, but funded through an external source.

Confidential business information of the organization:

Information regarding the organization's business, which is not publicly disclosed by the organization that individuals may come across during the performance of their roles at the organization that is not generally known by the public.

Confidentiality

The obligation upon an organization or person to protect information that has been entrusted to its care for a specific purpose and to ensure that information is only accessible to those authorized to have access. (Ontario Hospital e-Health Council, Privacy and Security Working Group - Guidelines for Managing Privacy, Data Protection Security for Ontario Hospitals)

Personal health information

Personal information with respect to an identifiable individual, whether living or deceased and includes:

- 1. information concerning the physical or mental health of the individual;
- 2. information concerning any health service provided to the individual;
- 3. information concerning the donation by the individual of any body part or any bodily substance of the individual;
- 4. information derived from the testing or examination of a body part or bodily substance of the individual;
- 5. information that is collected in the course of providing health services to the individual, or
- 6. information this is collected incidentally to the provision of health services to the individual.

Personal information

Information about an identifiable individual, but does not include the name, title or business address or business telephone number of a staff member of an organization.

Declaration of Acceptance - Conflict of Interest and Confidential Information - continued
of RFQ # 2026-004

Representative’s contact information:

_____ Name	_____ Representative’s Signature
_____ Address	_____ Name – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Vendor Independence Declaration

This is to clarify that I/WE/Our Firm and members of the firm (**The Firm**) shall be and remain independent of the Listowel Wingham Hospitals Alliance (**LWHA**), with such that **The Firm** shall be and shall remain free of any influence, interest or relationship which, in respect of the engagement, impairs the judgment or objectivity of **The Firm** or which, in the view of a reasonable observer, would impair the judgment or objectivity of **The Firm**.

The Firm, who provide a service to **LWHA**, shall disclose to **LWHA** any activity, interest or relationship which, in respect of the engagement, would be seen by a reasonable observer to impair **The Firm's** independence such that the judgment or objectivity of **The Firm** would appear to be impaired, and such disclosure shall be made immediately in writing to **LWHA**, and the disclosure shall indicate the nature of the activity or relationship and the nature and extent of the interest. **The Firm** understands and agrees that **LWHA** may in its sole discretion cancel the service without any penalties or legal recourse from **The Firm**, if the information received by **LWHA** in **LWHA's** opinion would impair the judgment or objectivity of **The Firm**.

The Firm shall not (a) sign or associate with any letter, report, statement, representation or financial information which **The Firm** knows, or should know, is false or misleading, whether or not the signing or association is subject to a disclaimer of responsibility, nor (b) make or associate with any letter, report, statement, representation or financial information which **The Firm** knows, or should know, is false or misleading.

The Firm engaged in providing a service to **LWHA** shall perform all services in accordance with generally accepted standards of practice of their profession. **The Firm** who has responsibility for the preparation of any letter, report, statement, representation or financial information shall ensure the information is presented fairly in accordance with generally accepted standards of practice of their profession as may be required in the circumstances.

Contact information:

Company Name

Representative's Name – Please Print

Address

Title

City, Province, Postal Code

Representative's Signature

Phone

Email

Date

Non-Disclosure Agreement

NAME AND ADDRESS OF SERVICE PROVIDER

[Click here to enter text.](#)

Dear.:

Listowel Memorial Hospital and Wingham & District Hospital, operating as the Listowel Wingham Hospitals Alliance (the "Alliance") has entered into an agreement with [Click here to enter text.](#) (the "Recipient") dated [Click here to enter text.](#) (the "Services Agreement") under which the Recipient provides certain services (the "Services") to the Alliance. As such, the Alliance will be furnishing the Recipient with certain Confidential Information (as defined below).

FOR VALUE RECEIVED, the parties hereby agree as follows:

1. Confidential Information

This Agreement shall extend to all documents, materials and information (whether oral, written or otherwise) relating to the Alliance that are given, disclosed or made available to the Recipient by the personnel or representatives of the Alliance at any time in connection with or in the course of the Services, and/or that are obtained by the Recipient as a result of or in the course of any visit to any facility or location owned or occupied by the Alliance, and includes without limitation the Alliance's financial or business information, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, system user IDs and passwords, schematics, software source documents, contracts, customer lists, personal information concerning employees or members of the professional staff, that is either information (a) from which Alliance can be reasonably believed to derive actual or potential value from such information remaining not generally known or readily ascertainable or (b) marked "private", "proprietary", "restricted", "confidential" or otherwise marked so as to indicate confidentiality. (collectively, "**Confidential Information**").

2. Non-confidential Information

Confidential Information under this Agreement does not include:

- a. information which is in or hereafter enters the public domain through no action on the Recipient's part in violation of the terms and conditions hereof;
- b. information which the Recipient can demonstrate was in the Recipient's possession prior to the time of disclosure by the Alliance and was not acquired by the Recipient directly or indirectly from the Alliance or any other person on a confidential basis; and
- c. is disclosed pursuant to the lawful requirement of a court or government agency of competent jurisdiction without condition of confidentiality. provided that the Recipient notifies the Alliance in advance to give the Alliance the opportunity to seek a protective order against such disclosure.

3. Personal Health Information

To the extent that any of the Confidential Information disclosed to the Recipient under this Agreement is "Personal Health Information" as defined in Ontario's *Personal Health Information Protection Act*, 2004, the Recipient shall comply with the requirements of Schedule A to this Agreement.

4. Internal Monitoring of confidential Information

The Recipient will keep the Confidential Information strictly confidential with the same degree of care as that with which it protects its own confidential information of similar type, which in any event shall not be less than a reasonable degree of care. The parties agree that without the prior written consent of the Alliance, the Confidential Information will not be copied, reproduced or disclosed, In whole or in part, and will be used solely for the purpose of providing the Services, and not for any other purpose, including to adversely affect the business or operations of the Alliance.

5. Restrictions

5.1 Disclosure to Third Parties

The Recipient shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Alliance. However, the Recipient may disclose the Confidential Information to a third party who has a legitimate need to know the Confidential Information for the purposes under this Agreement, and (1) is an accountant, lawyer, underwriter, or advisor under a duty of confidentiality; or (2) is under a written obligation of confidentiality at least as restrictive as this Agreement.

5.2 Disclosure within Recipient's Organization

The Recipient shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary to provide the Services.

5.3 Internal Monitoring of Confidential Information

The Recipient shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to unauthorized personnel or to any other third party. The Recipient shall immediately notify the Alliance if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.

5.4 Return of Destruction of Confidential Information

Subject to legal requirements, the Recipient shall promptly return to the Alliance all written Confidential Information, together with all copies, extracts or summaries thereof, and permanently erase or destroy all Confidential Information stored in electronic format upon termination of the Services or upon request of the Alliance, at any time in the Alliance's absolute discretion.

6. Title to Confidential Information

Title to all Confidential Information, and to all information derived therefrom, shall be retained by the Alliance. No proprietary interest of any kind is granted (or implied to be granted) to the

Recipient by the conveying of Confidential Information to the Recipient.

7. No Warranty

Except as set out in the Services Agreement, none of the Confidential Information that is disclosed by the Alliance shall constitute any representation, warranty, assurance, guarantee, or inducement by the Alliance to the Recipient with respect to the accuracy or performance of the Confidential Information or to the infringement of trademarks, patents, copyrights, or any rights of privacy or any rights of any third party.

8. Term and Termination

This Agreement shall apply to all Confidential Information disclosed following the date of this Agreement, and any preliminary information supplied prior to that date. This Agreement shall terminate with the termination or expiration of the Services Agreement or on mutual written agreement of the parties.

9. Survival

The obligations contained in this Agreement shall survive the termination of this Agreement.

10. General

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. This Agreement is governed by the laws of Ontario. The Recipient may not assign its rights or obligations under this Agreement without the prior written consent of the Alliance.

Contact information:

Click here to enter text.	
Company Name Click here to enter text.	Representative’s Name – Please Print
Address Click here to enter text.	Title
City, Province, Postal Code Click here to enter text.	
Phone Click here to enter text.	Representative’s Signature
Email	Date

**Personal Health Information Appendix
of RFQ #2026-004**

Recipient's Obligations with respect to Personal Health Information and the Collection, Use and Disclosure of Personal Health Information.

1. Definition of "Personal Health Information". Personal Health Information has the meaning given to it in the *Personal Health Information Protection Act, 2004* (PHIPA"), being information in the custody or control of the Alliance that identifies (or that it is reasonably foreseeable could be used to identify) an individual, including:

- a. information that relates to the physical or mental health of that individual;
- b. that individual's family health history;
- c. that individual's payment or eligibility for funding for health care;
- d. information that relates to that individual's donation of a body part or bodily substance (or the testing or examination of same);
- e. the identity of that individual's substitute decision-maker
- f. that individual's health card number; and
- g. any identifying information that is not personal health information but that is contained in a record of personal health information.

2. **Alliance is a Health Information Custodian.** The Alliance is a health information custodian under PHIPA and has statutory obligations to safeguard its patients' Personal Health Information.

3. **Recipient Requires Access to Personal Health Information.** The parties agree and acknowledge that the Recipient will require access to Personal Health Information in the course of fulfilling its obligations under this Agreement. The following provisions set out the obligations of the Recipient with respect to its collection, use, disclosure, retention and disposal of Personal Health Information under this Agreement.

4. **Recipient is Agent under PHIPA.** The parties acknowledge and agree that the Recipient, when accessing Personal Health Information, does so solely on behalf of the Alliance while performing the Services under the Services Agreement. As such, the Recipient is an "agent" of the Alliance, as the term "agent" is defined in PHIPA, and with all the responsibilities of an agent imposed by PHIPA.

5. **Use of Personal Health Information.** The Recipient shall use the Personal Health Information provided by the Alliance solely for the purposes of providing the Services under the Services Agreement and for no other purpose whatsoever.

6. **No Contact with Patients.** Notwithstanding that the Recipient is an agent of the Alliance under PHIPA, the Recipient shall not have any contact with patients for any purpose whatsoever, unless expressly authorized by the Alliance.

7. Obligations not Conditional. The Recipient's obligations under this Schedule A are absolute and are not conditional on the Alliance's compliance with any of its obligations under the Services Agreement, including its obligation to pay the Recipient.

Recipient Personnel.

8. Recipient Personnel. For the purposes of this Schedule. "Recipient Personnel" includes the Recipient's employees, contractors subcontractors, and agents.

9. Training of Recipient Personnel. The Recipient has provided training to its Recipient Personnel with respect to the Recipient's legal obligations with respect to personal information under applicable privacy legislation and will provide additional training with respect to the Recipient's specific obligations to protect Personal Health Information under this Agreement. The Recipient shall ensure that the Recipient Personnel are aware of the provisions relating to Personal Health Information that are set out in this Agreement.

10. Access by Recipient Personnel. The Recipient shall give access to Personal Health Information only to those members of the Recipient Personnel who have a legitimate need to access the Personal Health Information in order to fulfill the Recipient's obligations under the Services Agreement.

11. Removal of Personnel. In the event of a breach of these provisions by any of the Recipient Personnel, the Alliance may require that personnel member to cease providing Services under the Services Agreement.

Recipient's Own Privacy Practices

12. Compliance with Privacy Legislation. The Recipient has a privacy policy in compliance with applicable privacy legislation, addressing its practices relating to the collection, use, disclosure, retention and disposal of personal information. The Recipient monitors and enforces compliance with its own privacy policy.

13. Privacy Compliance Officer. The Recipient has an appointed privacy compliance officer who shall be given the responsibility for the Recipient's compliance with the privacy and security terms and conditions under this Schedule.

14. Safeguards. The Recipient has in place effective administrative, technological and physical safeguards to stop theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of personal information. These safeguards are consistent with industry practice.

Confidentiality and Security Safeguards with respect to Personal Health Information

15. Receipt of Alliance's Privacy Policy. The Recipient acknowledges receipt of the Alliance's privacy policy and will only collect, use, disclose, retain and dispose of Personal Health Information as permitted by the Alliance.

16. Monitoring of its Activities. The Recipient shall monitor its activities to ensure that its Recipient Personnel are complying with the privacy and security terms and conditions of this Schedule. In particular, the Recipient shall monitor and report to the Alliance, upon the

reasonable request of the Alliance, the Recipient's access, use and disclosure of Personal Health Information under this Agreement.

17. Theft, Loss or Unauthorized Access of Personal Health Information. In the event that the Recipient becomes aware that Personal Health Information has been stolen or lost, or a person has obtained unauthorized access to Personal Health Information, or the Recipient has used, disclosed or disposed of the Personal Health Information other than as contemplated in this Agreement, the Recipient shall at the first reasonable opportunity notify the Alliance's privacy officer by telephone followed by written notice.

18. Indemnity. The Recipient hereby agrees to indemnify and hold harmless the Alliance from all costs, damages, fines, penalties or other liabilities arising out of a breach of the Recipient's obligations under PHIPA and this Agreement with respect to the Recipient's failure to comply with the privacy and security terms and conditions of this Schedule.

19. Alliance's Review of Recipient's Practices and Procedures. The Alliance may, upon reasonable notice, assess and review the Recipient's practices and procedures for receiving and processing Personal Health Information under this Agreement, for the purposes of ensuring that the privacy and security terms and conditions of this Agreement are being complied with.

For these purposes, the Recipient shall provide the Alliance with reasonable access to the policies, procedures and protocols used for purposes of providing the Services and any other documents that may be relevant.

20. Cooperation with Privacy Assessment or Audit. The Recipient will cooperate with any privacy assessment or audit conducted by the Alliance or any third party retained by the Alliance.

Handling Complaints

21. Complaint by the Alliance. In the event that the Alliance makes a complaint to the Recipient in respect of the Recipient's compliance with the privacy and security terms and conditions of this Schedule, the Recipient shall, within five (5) business days of receipt of the complaint, investigate the matter and provide the Alliance with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) business days, the Recipient shall provide the Alliance with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.

22. Cooperation with Complaint to Alliance. The Recipient shall cooperate with the Alliance in responding to any complaints about Personal Health Information that may relate to the Recipient's obligations under this Agreement.

Notification of and Communication with the Purchaser

The Proponent will provide the Purchaser with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.

The Proponent will provide notice to the Purchaser's Privacy Office if the nature of the Proponent's business and the services being provided to the Purchaser require that the Purchaser

PHI must be transmitted or access be provided to any of the Proponent's personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the PHI will be transmitted or from where it will be accessed. The Purchaser's Privacy Office can be notified as follows:

Name: Jodi Houston
Title: Privacy Office
Address: 255 Elizabeth Street E, Listowel, Ontario N4W 2P5
Phone #: 519-357-3711, ext. 5525
E-mail address: jodi.houston@lwha.ca

23. Injunctive Relief. The Recipient hereby recognizes that any breach of the privacy and security terms and conditions of this Agreement will result in irreparable harm to the Alliance that cannot be calculated or fully or adequately compensated by the recovery of damages. As a result, the Alliance shall, in addition to any other relief available to it, be entitled to the remedy of injunction without having to establish the inadequacy of any other remedy available to it. The Recipient hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance based on the availability to Alliance of other remedies.

Termination of the Agreement

24. Survival. The Recipient's obligations with respect to Personal Health Information shall survive the expiration or termination of this Agreement for any reason.

Contact information:

Click here to enter text.

Company Name

Representative's Name – Please Print

Click here to enter text.

Address

Title

Click here to enter text.

City, Province, Postal Code

Click here to enter text.

Representative's Signature

Phone

Click here to enter text.

Email

Date