REQUEST FOR PROPOSALS

NEWFOUNDLAND AND LABRADOR
Department of Health and Community Services

Canadian Blood Services (CBS) Facilities Re-Development Plan
Third Party Consultant

RFP Issue Date: January 19, 2010
RFP Closing Date: February 2, 2010 4:00 pm NL Time
Send Responses to: John Rumboldt
Senior Manager, Lead Province
National Blood Portfolio
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1. INTRODUCTION

1.1 PREAMBLE

Vendors are invited to submit Proposals for the provision of professional services according to the specifications and conditions set out in this RFP.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Canadian Blood Services Facilities Redevelopment Plan and the Provinces and Territories, while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

1.2 RFP TERMINOLOGY

Terminology is used throughout this document to describe the importance of each requirement to the objectives of the RFP. Such terminology is as follows:

“Newfoundland Time” means Newfoundland Standard Time or Daylight Saving Time.

“Business Day” means 08:15 to 4:00 pm, NL Time, Monday to Friday, excluding holidays observed by Her Majesty.

“Consortium” means two or more individuals and/or organizations that together submit a Proposal.

“Contract” means the written agreement, which includes the RFP and the Vendor’s Proposal, between the successful Vendor and Her Majesty to provide the Services and Materials contemplated by the RFP.

“Evaluation Team” means individuals who will evaluate the Proposals on behalf of Her Majesty and will be composed of one representative each from Nova Scotia, Ontario, Alberta and the Lead Province – NL and Canadian Blood Services.

“Fixed Price” means a definite and predetermined price.

“Lead Province” means the province that assumes the role of liaison between the P/Ts and CBS

“Her Majesty” means Her Majesty the Queen in right of Newfoundland and Labrador.

“Materials” means all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, software, source code, documents, writings, programs, hardware, devices, data or any components of these, regardless of how they
are represented, stored, produced, or acquired.

“must” or “mandatory” or “shall” – means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to receive consideration.

“Personal Information” means both “personal health information” as defined in Newfoundland and Labrador’s Access to Information and Protection of Privacy Act (ATIPPA) and “health information” as defined in Newfoundland and Labrador’s Personal Health Information Act (PHIA).

“Prime Vendor” means the Vendor in a Consortium that is responsible for the provision of all Services and Materials and is accountable for all terms and conditions of the Contract.

“Proposal” means the Vendor’s response to this RFP and includes all the Vendor’s attachments and presentation materials.

“Request for Proposals” or “(RFP)” means this solicitation for the Services and Materials including attached appendices.

“Services” means the functions, duties, tasks and responsibilities to be provided by the Vendor as described in the Contract.

“should” or “desirable” – means that a requirement so described has a significant degree of importance.

“Vendor” means an individual, organization or Consortium responding to this RFP with a Proposal.

“Newfoundland and Labrador”, “Department”, and “Minister” mean Her Majesty the Queen in right of Newfoundland and Labrador as represented by the Minister of Health and Community Services and are used interchangeably.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.

1.3 RFP SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Date Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>January 19, 2010</td>
</tr>
<tr>
<td>RFP Closing Date:</td>
<td>February 2, 2010 at 4:00 pm NL Time</td>
</tr>
<tr>
<td>Evaluation of Proposals:</td>
<td>February 3 to 10, 2010</td>
</tr>
<tr>
<td>Shortlist Presentations:</td>
<td>Date to be determined if required</td>
</tr>
<tr>
<td>Selection of Preferred Vendor:</td>
<td>February 12, 2010</td>
</tr>
</tbody>
</table>
The above dates are provided for information only and are subject to change at the sole discretion of Her Majesty.

2. PROJECT INFORMATION

2.1 PROJECT OVERVIEW

2.1.1 Introduction and Project Background

The CBS Facilities Re-development Plan (the “Plan”) is a complex, multi-year commitment by Canadian Blood Services (CBS) to invest in its facilities. The Plan will consist of multiple projects, focusing on core facilities that enable CBS to collect, process, and distribute blood and blood products to its customers.

The National Blood Portfolio is the national strategy for blood and blood products, developed by provinces and territories working with CBS. Participating provinces and territories have agreed to provide $118 million to CBS for Phase One of the Plan, which commenced on April 1, 2008, and is being implemented first in CBS facilities located in southern and central Ontario and then in Nova Scotia. This work is being carried out over a period of four (4) years.

Phase One of the plan consists of:
- Retro fitting an existing facility in Brampton, Ontario, at 100 Parkshore Drive
- Construction of a new facility in Dartmouth, Nova Scotia, at 1140 John Savage Drive
- Renovations to three collection sites (leased space) in Halifax, Nova Scotia; Saint John, New Brunswick; and London, Ontario.
- Renovations to the current facilities in Toronto, Ontario (67 College Street) for CBS’ donor testing functions.

In February 2008, Provincial/Territorial (P/T) Deputy Ministers of Health mandated a Facilities Re-Development Advisory Group consisting of officials from CBS and three provincial jurisdictions (Alberta, Nova Scotia and Ontario). Newfoundland and Labrador was requested to participate as it would be assuming the Lead Province role in 2010. The purpose of this group is as follows:

1) To provide information and advice to the P/T Deputy Ministers of Health regarding the status and financial risk management of the CBS National Facilities Re-Development Plan.

2) To communicate to CBS any P/T questions or concerns regarding the financial risk management of its National Facilities Re-Development Project;

3) To provide a forum for CBS to access input and advice from P/T representatives; and

4) To ensure that every reasonable step is taken to stay within CBS cost estimates of the National Facilities Re-development Project as reflected in CBS’ Plan.
The province of Newfoundland and Labrador will assume lead responsibility for the National Blood Portfolio effective April 1, 2010. “Lead” responsibilities include managing the relationship of provinces and territories (except Quebec, which has Héma-Québec) to CBS. The Department of Health and Community Services (DHCS) is responsible for carrying out the lead responsibilities on behalf of the province of Newfoundland and Labrador. As such, it has initial responsibility for the Contract awarded pursuant to this RFP.

The Advisory Group is to include membership of a third party facilities expert (the successful Vendor pursuant to this RFP) to provide monitoring of the Plan implementation (the “Project”), which in turn will allow the Advisory Group to report any timing or cost overruns as well as any significant change orders back to the P/T Deputy Ministers.

Accordingly, the NL Department of Health and Community Services is seeking to engage the services of a Vendor that shall advise on all aspects of Phase One of the Plan, including but not limited to: cost, scheduling, project scope of work, change orders and contemplated change orders, risk management, and other relevant matters. Newfoundland and Labrador has the lead for the National Blood Portfolio until March 31, 2012, and the subsequent Lead province may be assigned the Contract with the successful Vendor at that time. Refer also to RFP section 2.1.3.

The ‘Terms of Reference’ of the Advisory Group are attached to this RFP as Appendix E. A copy of the Plan will be available for review by Vendors interested in submitting a bid, subject to the submission of a signed non-disclosure agreement to NL Department of Health and Community Services by the Vendor.

The role of the ‘third party expert to the Advisory Group’ is not intended to duplicate any existing roles of any other consultant already part of CBS’ Plan-related project team. For clarity, it is anticipated that the successful Vendor will work closely with the Executive Director of the CBS National Re-Development Program, but the successful Vendor’s primary role will be to provide advice to the Advisory Group on all aspects of each component or sub-project of Phase One of CBS’ Facilities Redevelopment Plan.

2.1.2 Project Objectives

The objective of the Project is for the participating Provincial and Territorial governments to obtain the best possible value for money relative to CBS’ Facilities Redevelopment Plan, by ensuring an appropriate degree of rigor and control is being applied to all aspects of Phase One of the Plan.

2.1.3 Project Duration

Anticipated Start Date: On appointment
Anticipated End Date: March 31, 2012
Department of Health and Community Services, in its discretion, will confirm actual Project start and end dates upon finalizing the Contract.

Department of Health and Community Services reserves the right, at its sole discretion, to extend the term of the Contract by a maximum one year duration on the same terms and conditions as those governing the Contract. Further, Department of Health and Community Services reserves the right, at its sole discretion, to assign the Contract to another province participating in the National Blood Portfolio program.

Vendors are advised that another province participating in the National Blood Portfolio program, acting as “Lead” province, may engage the services of the successful Vendor without undertaking a subsequent competitive procurement opportunity. In this eventuality, the contract between the successful Vendor and the participating province shall be finalized between those two parties.

2.1.4 Project Scope

The scope of the Project is to provide advice to the Advisory Group on all aspects of each component or sub-project of Phase One of Canadian Blood Service’s Facilities Redevelopment Plan,

2.1.5 Project Structure

The successful Vendor will report to and receive direction from the Senior Manager, Lead Province related to contract administration. The successful Vendor will report to and meet with the Facilities Advisory Group as required.

The Senior Manager of the Lead Province reports to the Deputy Minister, Department of Health and Community Services, who reports on facilities redevelopment to the Provincial Territorial Deputy Ministers of Health.
2.2 PROJECT REQUIREMENTS

2.2.1 Project Services and Deliverables

Acting in a monitoring capacity on behalf of Department of Health and Community Services, the successful Vendor shall provide third party advisory and reporting services relative to the CBS Facilities Redevelopment Plan.

Specific responsibilities of the successful Vendor include but are not limited to:

- conduct a Due Diligence Review (DDR) of the CBS Facilities Re-Development Plan, Business Case and supporting documents to confirm that the estimated costs, scope, schedule and overall work plan are consistent with the Plan approval, and provide highlights of areas of particular strengths/weakness, specific recommendations for areas of improvement and sharing of best practices;
- develop an optimal working relationship with CBS and its related consultants and agencies;
- attend and participate in all meetings of the Advisory Group, by teleconference or in person if required by Advisory Group;
- provide other value management services that are deemed necessary by Department of Health and Community Services and agreed upon by the successful vendor.
- attend, advise and report to the Advisory Group on all pre-tender and construction meetings in Ontario and Atlantic Canada for Phase One of the Plan. (Meetings are scheduled to be held approximately monthly for each site during construction for approximately 2 hours throughout the term of the Contract.);
- based on information provided by CBS and its related consultants and agencies, issue updated project status reports including milestones and any variances such as timelines, budgets, scheduling and risks to Phase One to the Advisory Group;
- promptly identify and report any problems in meeting CBS facilities re-development objectives, assessing impact, risks and recommending mitigation strategies;
- provide a report at the closeout of each individual project under Phase One, including recommendations and lessons learned regarding facilities development;
- provide recommendations on an effective role for a third party facilities expert to monitor the implementation of CBS’s future Facilities Redevelopment Plan.
- liaise with CBS to develop monthly Plan Status Reports (PSR) according to the Advisory Group requirements (the specific requirements will be established in conjunction with the successful Vendor upon completion of the DDR);
- report findings to the Advisory Group in respect to the Plan within thirty (30) days of calendar month end, via coordination with the CBS project lead;
- discuss each PSR with the Advisory Group, including:
  o reporting on the delivery of the Plan through all its aspects including: planning, design, construction, commissioning and move-in operations, project scope, schedule, and committed and estimated costs against the $118m approved Plan budget;
  o reporting any significant variance in project scope, estimated costs and schedule against the approved plan, scope budget and timeline;
  o identifying and monitoring ‘flags’ that will inform CBS and the Advisory
Group of a potential problem with completing the project within scope, on budget and on time;
  o reporting on change orders and contemplated change orders (or notice of change orders) when there is a defined impact on scheduling, budget and/or resources;
  o reviewing and providing comments on any other major submittals (for example, architectural plans, construction drawings, specifications, etc.) over the course of the implementation of the Plan;
  o identifying areas of improved value for money or reduced risk in the facilities’ design and procurement approaches;

Deliverables required of the successful Vendor include but are not limited to:

- A summary DDR report and associated recommendations based on observations and analysis of business case documents submitted by CBS and CBS’ vendors and contractors;
- A summary report and associated recommendations for each PSR; and
- Immediate reporting to the Advisory Group on any significant variation to the Plan in terms of scope, time and/or budget.

2.2.2 Due Diligence Review

The review of the CBS ‘Facilities Plan Business Case’ and supporting documents shall commence immediately upon award of the Contract, and must be completed within 4 weeks of commencement of the Services.

2.2.3 Plan Status Reporting

The successful Vendor will submit written plan status reports (PSR) to the Senior Manager, Lead Province. These reports must provide a detailed line item variance report showing approved project/facility budget, approved budget revisions, tendered/committed work, and any variance from the approved initial plan. rationale for the variances, a summary of the Plan’s progress as it relates to the planned work schedule, any challenges/difficulties/key issues incurred or experienced; and a risk assessment of uncommitted work.

The schedule of the PSR review will be established by Department of Health and Community Services in conjunction with the successful Vendor.

2.2.4 Key Stakeholders

Key stakeholders include but are not limited to:
- Canadian Blood Services;
- The Chair and membership of the Facilities Re-Development Advisory Group;
- The Senior Manager, Lead Province, NL Department of Health and Community Services; and
- The Provincial and Territorial Deputy Ministers of Health (except Quebec);
2.2.5 Facilities

The successful Vendor shall have access to a boardroom where required to conduct Advisory Group meetings; otherwise the successful Vendor shall be responsible for providing all required office space, equipment and office supplies to perform the Services.

2.3 RESOURCE REQUIREMENTS

Vendors are responsible for ensuring that their Proposal contains sufficient detail to substantiate the experience claimed. Refer also to RFP section 3.2.2 below.

2.3.1 The following skills and expertise are mandatory for the proposed Vendor resource team:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated experience in construction claims review and analysis.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in project management support, specifically, experience working as a project manager or in a role supporting project management. ‘Support’ roles or tasks may include scheduling, costing, utilizing project management software, planning, contract management, etc.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in document control, specifically, experience in establishing, managing or working with a formal system for the control, maintenance, and closeout of construction documentation.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in the discipline of ‘value management’.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in facilitating project schedule development.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in project risk management.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in critical path schedule critique and analysis.</td>
<td>2 years</td>
</tr>
<tr>
<td>The proposed resource(s) must be a professional Quantity Surveyor, Professional Engineer or Architect licensed in the provinces of Ontario, Nova Scotia and New Brunswick.</td>
<td></td>
</tr>
</tbody>
</table>

2.3.2 The following skills and expertise are desirable for the proposed Vendor resource team:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Desired Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated experience in a role requiring specialist expertise in the area of health-care capital redevelopment.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in a role requiring specialist expertise in the area of blood services capital redevelopment.</td>
<td>2 years</td>
</tr>
<tr>
<td>Demonstrated experience in a role that resulted in knowledge of governments’ requirements for publicly funded facilities undertakings.</td>
<td>2 years</td>
</tr>
</tbody>
</table>
3. RESPONSE GUIDELINES

3.1 PROPOSAL FORMAT

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below:

a. Proposal Submission Letter
b. Table of Contents
c. Vendor Profile
d. Approach
e. RFP Requirements
g. Appendices

3.2 PROPOSAL CONTENT

The requirements described with a “must” in this section are required to be provided in the Proposal. Failure to provide a response to mandatory requirements will result in rejection of the Proposal. It is highly desirable that Proposals also respond to “should” requirements in this section. The Proposal response to all mandatory and desirable requirements in this section will be utilized in evaluating each Proposal.

Vendors proposing an alternative to any RFP requirement must do so in an appendix to the Proposal and clearly substantiate the merit of the alternative. Proposed alternatives must meet the fundamental intent of the requirement. The Evaluation Team will determine the acceptability of the alternative.

3.2.1 Proposal Submission Letter

The Proposal Submission Letter in Appendix C of this RFP, or a similar representation of the same information, must be completed, signed by an authorized representative of the Vendor, and included in the Proposal.

3.2.2 Vendor Profile

a) The Proposal must include the following:

- The full legal name of the Vendor; and
- A Vendor contact for all questions and clarifications arising from the Proposal. The contact information should include the person’s title, address including email, telephone and facsimile number.

b) The Proposal should include:

- A brief corporate background, especially pertaining to experience on similar projects
(including project references);
- The location of the Vendor’s head office and, if applicable, service centres;
- Details of any subcontracting arrangements proposed by the Vendor; and
- The full legal name of any proposed sub-contractors.

In the case of Consortium Proposals, the following information is required in addition to that specified in a) and b) above:

c) The Proposal must:

- Identify the members of the Consortium and the Prime Vendor who will be the Consortium’s contact with the Department;
- Provide the full legal name of the Prime Vendor; and
- Describe the role of the Prime Vendor and each Consortium member.

d) The Proposal should:

- Provide the location of the head office and, if applicable, service centres for each Consortium member;
- Provide the full legal name of each Consortium member; and
- Demonstrate a Consortium management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services.

Where the information requested in 3.2.2 b) and 3.2.2 d) above is not included with the Proposal, the Vendor must provide it within two (2) Business Days of a request by Department of Health and Community Services to do so.

3.2.3 Approach

The Proposal must include the following:

- a narrative of the proposed approach, reflecting the Vendor’s understanding of the scope, objectives, priorities and requirements presented in this RFP;
- the identification of critical success factors;
- the identification of key issues and risks, with corresponding mitigation strategies;
- key assumptions the Vendor has made in completing the Proposal;
- the proposed approach to stakeholder engagement for this Project;
- a narrative of the rationale behind the Vendor’s proposed team structure and composition, including the resources’ Project roles, qualifications, relevant experience and availability;
- what the Vendor sees as the critical success factors for the project;
- a narrative how the Vendor proposes to deal with vacation, illness, resignations, training and other absences; and
- an indication of why the Vendor considers itself, its Proposal and its resources to be the “right fit”, and what key strengths the Vendor will bring to the Project.
3.2.4 RFP Requirements

(a) RFP Terms and Conditions

The “Conditions of the RFP” contained in section 4 of this RFP must be agreed to in their entirety by the Vendor, without alteration. Vendors, by submitting a Proposal, are deemed to have accepted the “Conditions of the RFP” contained in section 4 of this RFP.

(b) Financial/Pricing

Vendors must complete the Proposal Summary Form as provided in Appendix B, and ensure that:

i) each and all proposed Vendor resources are identified by name and by role; and

ii) a Fixed Daily Rate is quoted for each proposed Vendor resource.

The Fixed Daily Rate quoted for each proposed Vendor resource must include all overhead, office space and equipment including supplies, administrative burden, mark-up and all other costs to perform the Services for the duration of the Contract.

Travel requirements to be quoted in response to the RFP shall include the following arrangements:

a. one monthly trip to the Ontario sites
b. one monthly trip to the Halifax site
c. two meetings with the Facilities Redevelopment Advisory Group (FRAG) in Toronto.

Travel estimates will be inclusive of airfare, transportation, meals, accommodations, and other incidentals.

Department of Health and Community Services may, during the course of the Contract, identify additional travel required of the successful Vendor’s resources to perform the Services (“Business Travel”) which must be pre-approved by the Senior Manager, Lead Province. In the event that Business Travel is required of the successful Vendor’s resources by Department of Health and Community Services, pre-approved travel and living expenses related to such Business Travel will be reimbursed at standard government rates.

Reasonable actual out-of-pocket expenses, where pre-approved by the Senior Manager, Lead Province, will also be reimbursed to the successful Vendor by Department of Health and Community Services.

3.2.5 Contract Provisions

The Proposal must not contain any alterations, qualifications or modifications to the Contract provisions contained in Appendix A of this RFP. Vendors, by submitting a Proposal, are deemed to have accepted each of the provisions of the Contract exactly as drafted (including any Schedules) attached as Appendix A.
3.2.6 Appendices

If the Vendor wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

3.3 PROPOSAL SUBMISSION

Facsimile or e-mailed proposals submitted in whole or in part will **not** be accepted. Proposals may be delivered by hand, courier or mail. It is the Vendor’s responsibility to ensure its Proposal is received before the RFP closing date and time at the location specified in this RFP.

In responding to this RFP, the Vendor’s attention is drawn to the following:

(a) Proposals received unsigned or after the RFP’s closing date and time will be rejected.
(b) Ambiguous, unclear or unreadable Proposals may be rejected.
(c) Proposals must be delivered in a sealed, self addressed package clearly marked with the RFP’s number and closing date, and addressed as follows:

John Rumboldt  
Senior Manager, Lead Province   
National Blood Portfolio   
Department of Health and Community Services   
1st Floor, West Block   
Confederation Building   
P.O. Box 8700   
St. John’s, NL   
A1B 4J6

RFP Number: FRP 2010-01   
Closing Date & Time: 4:00pm NL Time, February 2, 2010

(Note: waybills accompanying deliveries of Proposals by courier should contain the RFP number and the RFP’s closing date and time.)

(d) Submit five (5) copies of the Proposal as follows:

Three (3) bound copies (bound in such a manner that the pages lie and remain flat when opened), one (1) unbound copy and one (1) electronic copy in Microsoft Word or Adobe Acrobat format on diskette or CD. In the event of a discrepancy between the paper copies and the electronic copy of the Proposal, the paper copies shall take precedence and govern.

Proposal submissions are due no later than 4:00 pm NL Time, February 2, 2010.
4. CONDITIONS OF THE RFP

4.1 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Vendor, the Vendor’s employees, subcontractors, and agents shall:

(a) keep strictly confidential all information concerning Her Majesty or third parties, or any of the business or activities of Her Majesty or third parties acquired as a result of participation in the RFP; and
(b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of Her Majesty.

The Vendor shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this RFP or any resulting Contract shall be issued without the prior written consent of the Minister.

4.2 ATIPPA AND PHIA

The Vendor acknowledges that:

(a) ATIPPA and/or PHIA, or other applicable privacy and health information legislation, apply to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or control of Her Majesty. ATIPPA and PHIA allow any person a right of access to records in Her Majesty’s custody or control, subject to limited and specific exceptions as set out in ATIPPA and PHIA;
(b) ATIPPA and PHIA impose an obligation on Her Majesty, and through the RFP and Contract on the Vendor, to protect the privacy of individuals to whom information relates. The Vendor shall protect the confidentiality and privacy of any individual’s Personal Information accessible to the Vendor or collected by the Vendor pursuant to the RFP or the Contract;
(c) The Vendor, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to Her Majesty considered to be confidential and what harm could reasonably be expected from disclosure. Her Majesty does not warrant that this identification will preclude disclosure under ATIPPA;
(d) Materials produced by the Vendor, in connection with or pursuant to the RFP or the Contract, which are the property of Her Majesty pursuant to the RFP or the Contract, could be considered records under the control of a public body and could therefore also be subject to ATIPPA before delivery to Her Majesty. As such, the Vendor must conduct itself to a standard consistent with ATIPPA in relation to such Materials.
(e) For the records and information obtained or possessed by the Vendor in connection with or pursuant to the RFP or the Contract, and which are in the custody or control of Her Majesty, the Vendor must conduct itself to a standard consistent with ATIPPA and PHIA when providing the services or carrying out the duties or other obligations of the Vendor under the RFP or the
4.3 CONFLICT OF INTEREST

On or before the closing date of this RFP, Vendors must fully disclose to Department of Health and Community Services in writing the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest in relation to the Vendor, all Consortium members or any proposed sub-contractor if the Vendor were to become a contracting party pursuant to this RFP. Department of Health and Community Services shall review any submissions by Vendors under this provision and may reject any Proposal where, in the opinion of Department of Health and Community Services, the Vendor, any Consortium member or any proposed sub-contractor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to this RFP. Respondents to this RFP shall not conduct any other business related to the Canadian Blood Services Facilities Redevelopment Plan until this contract is completed.

4.4 PROPOSAL ACCEPTANCE/REJECTION

Department of Health and Community Services is not required to accept the lowest cost Proposal, and may reject any or all Proposals.

4.5 PROPOSAL RETURN

Proposals and accompanying documentation, upon receipt by Department of Health and Community Services, will become the property of and will be retained by Her Majesty, subject to section 4.6.

4.6 PROPOSAL ALTERATION

Vendors may amend or rescind their Proposal prior to the RFP closing date and time by submitting a clear and detailed written notice to Department of Health and Community Services. Subject to section 4.7, all Proposals become irrevocable after the RFP closing date and time.

In either of the following circumstances:

a) the Vendor has rescinded a Proposal prior to the RFP closing date and time; or
b) Department of Health and Community Services has received the Proposal after the RFP closing date and time;

such a Proposal will, at the Vendor’s choice, either be returned to the Vendor at the Vendor’s expense after the RFP closing date and time, or destroyed by Department of Health and Community Services after the RFP closing date and time.

4.7 PERIOD OF COMMITMENT

Proposals shall be final and binding on the Vendor for sixty (60) days from the RFP’s closing date and time and may not be altered by subsequent offerings, discussions, or commitments.
unless the Vendor is requested to do so by Department of Health and Community Services. The Proposal shall be used as the basis for the Contract.

4.8 INCURRED COSTS

The Vendor is responsible for all costs of preparing and presenting its Proposal and, if applicable, Contract finalization.

4.9 CONTRACT FINALIZATION

The Contract to be entered into between the preferred Vendor and Her Majesty shall be finalized with the Vendor by Department of Health and Community Services and shall contain the terms and conditions in Appendix A.

If, in the opinion of Department of Health and Community Services, it appears that a Contract will not be finalized with the preferred Vendor within thirty (30) days, Department of Health and Community Services may contract with another Vendor submitting a responsive Proposal.

4.10 AGREEMENT ON INTERNAL TRADE

This RFP is subject to Chapter 5 of the Agreement on Internal Trade.

4.11 MULTIPLE PROPOSALS

If multiple Proposals are offered, the Vendor must submit each Proposal separately in the same format as outlined in this RFP. Proposals must meet the fundamental intent of this RFP. The Evaluation Team will decide the acceptability of each Proposal.

4.12 PRICING

Prices quoted shall be in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

If a price extension is incorrect, the unit price will apply.

Pricing schedules should be submitted in a sealed envelope, separate from the proposal.

4.13 CONSENT TO USE OF PERSONAL INFORMATION

The purpose for collecting Personal Information for this RFP is to enable Her Majesty to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of Her Majesty. The Vendor may contact the RFP Facilitator identified in the RFP regarding any questions about collection of Personal Information pursuant to this RFP.

The Vendor consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by Her Majesty, Her Majesty’s
employees, subcontractors and agents, to enable Her Majesty to evaluate the Proposal and for other program purposes of Her Majesty.

4.14 RECAPITULATION OF PROPOSALS

Department of Health and Community Services reserves the right to publish the names of responding Vendors and any summary cost information deemed appropriate by Department of Health and Community Services.

4.15 VENDOR DEBRIEFING

At the request of an unsuccessful Vendor who responded to this RFP, Department of Health and Community Services will conduct a debriefing for the purpose of informing the Vendor as to why their Proposal was not selected.

4.16 VENDOR QUESTIONS

All questions regarding this RFP must be directed in writing to the Department of Health and Community Services contact person named on the cover page of this RFP. Enquiries and responses will be recorded and may, in Her Majesty’s discretion, be distributed to all Vendors.

The Vendor has the responsibility to notify Department of Health and Community Services, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

In order for Department of Health and Community Services to deal effectively with Vendor questions or concerns about any terms, conditions or requirements of this RFP including the Contract provisions, such questions or concerns must be communicated in writing Department of Health and Community Services at least three (3) Business Days prior to the RFP’s closing date. Questions received after this time will be answered if time permits.

Verbal responses to enquiries are not binding on any party.

4.17 CONSORTIUM PROPOSALS

In the case of a Consortium Proposal, Department of Health and Community Services requires that:

- The Prime Vendor has responsibility for all terms and conditions of the Contract;
- The Prime Vendor has the authority to bind any and all members of the Consortium to the Contract signed with Department of Health and Community Services; and
- The Prime Vendor has the obligation to bind any and all members of the Consortium to the Contract signed with Department of Health and Community Services.
4.18 EXCLUSION OF LIABILITY

In no event shall Department of Health and Community Services be liable in any way to any Vendor or prospective Vendor related to:

- The manner in which the RFP process is conducted;
- Department of Health and Community Services awarding a contract under this RFP; or
- Department of Health and Community Services not awarding a contract under this RFP.

5. PROPOSAL EVALUATION AND AWARD OF CONTRACT

5.1 SELECTION METHODS

5.1.1 Screening

Upon receipt of Proposals, the Evaluation Team will screen each to ensure the Vendor’s compliance with the mandatory requirements of this RFP. Vendors must provide sufficient detail in their Proposal to substantiate compliance with this RFP’s mandatory requirements. In addition, Vendors should provide cross references to any parts of the Proposal that contain information that they wish to be considered in the evaluation of any given requirement.

The Evaluation Team will determine the acceptability of any deviation. After the Proposal has passed the initial screening, the Evaluation Team will then analyze the details of the Proposal.

When an alternative approach is proposed to either a mandatory or desirable qualification, the Evaluation Team will determine the acceptability of the alternative.

5.1.2 Rating

The Evaluation Team will utilize specific evaluation criteria to rate responses to various requirements. Subject to the requirements of ATIPPA, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

5.1.3 Project Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approach</td>
<td>10%</td>
</tr>
<tr>
<td>2. Resources</td>
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</tr>
<tr>
<td>3. Pricing</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

5.1.4 Short Listing

Those Vendors who appear to meet the evaluation criteria may be "short listed".
listed Vendors may be requested to make a formal presentation regarding their Proposal for evaluation. These presentations will be made at no cost to Department of Health and Community Services and must be made by the proposed Vendor resource(s).

5.1.5 Selection

The Evaluation Team will make the final selection based on the Proposal and presentation (if applicable).

5.1.6 Resource Replacement

Resource replacement is not encouraged, however, there could be circumstances following the RFP closing date and prior to Contract execution that a Vendor may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the opinion of Department of Health and Community Services, equivalent or better qualifications than the resource originally proposed. Vendors will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the original resource. Department of Health and Community Services reserves the right to deny any request for replacement and reject any proposed replacement.

5.1.7 Proposal Clarifications

At any time during the evaluation process, Department of Health and Community Services may request the Vendor to clarify statements made within its Proposal.

5.2 MODIFIED RFP PROCESS

In the event that no compliant Proposals are submitted in response to this RFP, Department of Health and Community Services reserves the right to undertake a Modified RFP Process in order to facilitate the selection of a successful Vendor. The Modified RFP Process, if employed, will be conducted as follows:

- All Vendors submitting non-compliant Proposals will be requested to prepare a "Modified RFP Process Proposal". The necessity, scope and the timing of such a Modified RFP Process will be solely at Department of Health and Community Services discretion;
- Details regarding the manner and form of the Modified RFP Process and the expected deliverables to be included therein will be provided in advance to all Vendors who submitted a non-compliant Proposal;
- Modified RFP Process Proposals and accompanying documentation, upon receipt by Department of Health and Community Services, will become the property of and be retained by Her Majesty;
- Vendors submitting Modified RFP Process Proposals must meet the fundamental intent of the requirements identified in the Modified RFP Process; and
- At the conclusion of the Modified RFP Process, following the Vendors’ submission of the Modified RFP Process Proposals, the Evaluation Team will evaluate Proposals in accordance
with an evaluation plan developed for the Modified RFP Process Proposal and will select the preferred Vendor, if any.

5.3 AWARD OF CONTRACT

5.3.1 Award of Contract

Following the final selection, the successful Vendor will be required to enter into the Contract with Department of Health and Community Services as attached in Appendix A.

5.3.2 Contractual Warranties

The Vendor’s Proposal shall form part of the Contract by attachment and incorporation by reference. Claims made in the Proposal shall constitute contractual warranties. Any provisions in the Proposal may be included in the Contract as a direct provision thereof.

In the event of any conflicts, discrepancies, errors, or omissions among this RFP, the Proposal, and the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Schedule A - Contract;
2. Schedule B - RFP;

5.3.3 Standards of Care

The Vendor shall perform the Services with reasonable skill, care and diligence and in accordance with the standard of care practiced by leading national and international suppliers of services similar to, or the same as, the Services described in the Contract.
APPENDIX A TO THE RFP – Contract

CONTRACT #

THIS CONTRACT TO BE EFFECTIVE ON THE _____ DAY OF ______, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR
as represented by the Minister of Health and Community Services
(hereinafter called the "Minister")

- and -

(Insert legal name, description and jurisdiction of Vendor)

(hereinafter called the "Vendor")

WHEREAS the Minister wishes to receive services related to the Canadian Blood Services (CBS) Facilities Re-Development Plan - Third Party Consultant project and has issued a Request for Proposal (FRP 2010-01) dated January 19, 2010, <include list of updates if applicable> attached hereto as Schedule B; and

WHEREAS the Vendor submitted a Proposal dated _____, 2010, attached hereto as Schedule C; and

WHEREAS the Minister is authorized by section 11 of the Executive Council Act, SNL 1995 c E-16.1. to enter into this Contract;

NOW THEREFORE the parties covenant and agree with each other as follows:

1. During the term of this Contract the Vendor shall perform and deliver the services, functions and duties in accordance with and as described in Schedules A, B and C (the “Services”).

2. The Vendor shall comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Vendor in performing the Services.

3. This document and Schedules A, B and C form this Contract, but in the case of conflicts, discrepancies, errors or omissions among this document and Schedules A, B and C, and any amendments, the documents and amendments to them shall take precedence and govern in the following order:

   (a) this document;
   (b) Schedule A - Contract;
   (c) Schedule B – Request for Proposal; and
   (d) Schedule C - Proposal.
4. The Minister designates John Rumboldt, Newfoundland and Labrador Health and Community Services, to be his representative ("Minister's Representative") to maintain a continuing liaison with the Vendor in matters relating to this Contract.

5. The Vendor shall cause the individuals named in Schedule A to perform the Services herein set out in respect of each such individual throughout the term of this Contract, and will not substitute any person or persons for those named persons without the prior written consent of the Minister's Representative.

6. Qualified persons representing the Vendor shall attend and participate in such meetings at such times and places as the Minister may require.

7. Within ten (10) days following the end of each month the Vendor shall submit a monthly invoice to the Minister, in a form satisfactory to the Minister, in respect of the Services provided pursuant to this Contract during the month. The invoice shall specify the period, names of individuals performing the Services, a description of the Services, the amount of time each spent providing those Services, and their hourly rates.

8. Within thirty (30) days following receipt of each of the Vendor's monthly invoices in the form prescribed by the Minister and including original receipts for pre-approved expenses, the Minister shall pay the Vendor at the Fixed Daily Rate contract rate as set out in Schedule A, for Services satisfactorily provided by the Vendor pursuant to this Contract.

9. The Minister shall pay pre-approved subsistence and traveling allowances to the Vendor in accordance with the regulations governing the payment of traveling allowances pursuant to the Treasury Board Regulations where the Vendor is required to travel in the course of the performance of the Services to the Minister under this Contract.

10. The Minister certifies that the Materials and Services referred to in this Contract are being purchased by the Minister on behalf of Newfoundland and Labrador Health and Community Services, which is part of the Newfoundland and Labrador Crown and are therefore subject to the Goods and Services Tax and/or Harmonized Sales Tax where applicable.

11. The Vendor shall commence providing the Services pursuant to the terms of this Contract on appointment, and shall complete all Services as required herein on or before March 31, 2012.

12. Any waiver by either party of the performance by the other party of an obligation under this Contract whether before or after the other party has breached that obligation shall be deemed not to constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

13. If the Vendor abandons this Contract, the Minister may forthwith by written notice to the Vendor terminate this Contract, but if the Vendor is otherwise in breach of any of its obligations hereunder, the Minister may give the Vendor written notice thereof specifying the breach and requiring the Vendor to remedy the breach. If, upon expiry of five (5) days after the notice has been received by the Vendor, the Vendor has not remedied the breach, the Minister may, by written notice to the Vendor, terminate this Contract, in which case termination shall occur upon receipt or deemed
receipt by the Vendor of such notice.

14. If, due to any act or failure to act by the Minister, the Vendor is prevented for any period of two months from carrying out all or substantially all of its obligations hereunder, the Vendor may terminate this Contract upon giving written notice of termination to the Minister. If the Vendor does not give or cause such notice to be received by the Minister within five (5) days of the expiry of the two month period of delay, the Vendor shall be deemed to have waived its right to terminate this Contract by reason of that particular delay.

15. Notwithstanding anything to the contrary herein contained or implied, the Minister may on five (5) days written notice to the Vendor terminate this Contract for or without any reason.

16. Upon termination of this Contract by notice, the Minister shall only be liable to pay the Vendor for Services performed under this Contract up to and including the date of termination.

17. Any notice to be given under the terms of this Contract shall be deemed given to the other party if in writing and personally delivered; sent by prepaid registered mail or sent by facsimile transmission; addressed as follows:

   The Minister of Health and Community Services  
   Department of Health and Community Services  
   1st Floor, West Block,  
   Confederation Building  
   P.O. Box 8700  
   St. John’s, NL  
   A1B 4J6

   Facsimile # (709) 729-4009

   The Vendor:  
   (insert name, title, address)

   Facsimile # ( )

The address of either party may be changed by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is between 8:15 am to 4:00 pm in Newfoundland and Labrador from Monday through Friday excluding holidays observed by the Minister (a “Business Day”). All notices sent by prepaid registered mail shall be deemed to be received on the fourth Business Day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by facsimile transmission or personally served.

18. The Vendor agrees that, when using government premises, it shall comply with all security regulations in effect from time to time at such premises.

19. The Vendor is an independent contractor and not an agent or an employee of Her Majesty the Queen in right of Newfoundland and Labrador or of the Minister.
20. The Vendor shall keep and maintain in accordance with generally accepted accounting principles complete and accurate books, records, and accounts of all costs, expenditures and commitments relating to this Contract (“documents”) and, on demand, provide to the Minister these documents to examine, audit and take copies and extracts. The Vendor shall keep such documents for three (3) years following the completion or termination of this Contract.

21. (a) Ownership of any work, information, records, or materials, regardless of form, and including copyright, patent, industrial design process or trademark which was owned by the Minister, the Vendor or a third party prior to the effective date of this Contract remain the property of each party respectively.

(b) Ownership of any work, information, records or materials, regardless of form, which are made, prepared, developed, generated, produced or acquired under this agreement by the Vendor, its employees, subcontractors or agents (the "Materials") shall vest in the Minister and the Vendor shall retain no right, title, or interest in them.

(c) The Vendor must obtain the prior written permission of the Minister to reproduce or incorporate copyright materials into the Materials. Prior to reproducing or incorporating copyright materials into the Materials the Vendor must obtain written permission from the copyright holder and provide the Minister with a copy of the written permission that is satisfactory to the Minister.

(d) The Vendor agrees to cooperate with the Minister in registering and protecting any Materials.

(e) The Vendor irrevocably waives in whole all moral rights and shall ensure that the Vendor's employees, subcontractors and agents irrevocably waive in whole all moral rights in respect of the Materials made, prepared, developed, generated, produced or acquired under this agreement and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.

(f) At the termination or conclusion of this agreement, or upon the Minister's request, the Vendor shall deliver to the Minister all materials and any documents, information or other records provided to the Vendor for use in providing the services.

22. (a) The Vendor, its employees, agents and subcontractors shall neither disclose nor authorize nor permit disclosure to any person or corporation now, or at any time in the future, any information or documents of any kind or other matter or thing which comes to its knowledge or into its possession by reason of this Contract ("Confidential Information"), and shall retain all Confidential Information as confidential.

(b) The Vendor may disclose Confidential Information to:
   (i) employees of the Vendor who have a need to know;
   (ii) agents and subcontractors who have a need to know provided that the Vendor has a confidentiality agreement with the agent or permitted subcontractor containing terms substantially similar to this Contract; and
   (iii) any other person with prior written authorization from the Minister.
(c) The Vendor shall ensure that such employees, agents and subcontractors will comply with the terms of this Contract and the Vendor shall be responsible for any breach the terms of this Contract by them.

(d) Notwithstanding clause 25(a), the Vendor’s obligations of confidentiality hereunder do not include information or documents which: (i) are or become publicly known or available through no wrongful act of the Vendor, its employees, agents or subcontractors; (ii) are independently developed without benefit of the Confidential Information; or (iii) are received by or from a third party without restriction and without a breach of an obligation of confidentiality. Confidential Information may be disclosed to the extent required by law or court order, provided that the Minister is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

(e) The Vendor shall immediately notify the Minister of any actual or potential loss, unauthorized disclosure, access or use of Confidential Information, or any other breach or potential breach of this clause 25. Further, the Vendor shall provide commercially reasonable assistance to the Minister to regain possession of the Confidential Information and to prevent further unauthorized disclosure, access or use.

(f) The Minister acknowledges that Vendor provides consulting and development services to other clients and agrees that, except as provided for in clause 30 hereof, and provided no other terms or conditions of this Contract have been breached, nothing hereunder shall be deemed or construed to prevent the Vendor (including, without restriction, its employees, agents and subcontractors as applicable) from carrying on such business.

23. Without limiting the generality of clause 25, the Vendor acknowledges and agrees that, with respect to any “personal information” as defined in Newfoundland and Labrador’s Access to Information and Protection of Privacy Act (“ATIPPA”), or “personal health information” as defined in Newfoundland and Labrador’s Personal Health Information Act (“PHIA”), that is obtained, generated, collected or provided under or pursuant to this Contract (collectively referred to as the “Personal Information”):

(a) the Vendor is an “affiliate” with respect to “personal health information” as those terms are defined in PHIA and an “employee” as that term is defined in ATIPPA;

(b) the Vendor shall ensure that no Personal Health Information is collected unless such collection is expressly authorized by the Minister in writing in advance of any collection taking place;

(c) the Vendor shall use the Personal Health Information only for the purposes contemplated by this Contract;

(d) the Vendor shall cause its employees, agents or subcontractors to use the Personal Health Information solely for the purposes of this Contract and shall limit access to the Personal Health Information to only those employees, agents and subcontractors who have a need to know. The Vendor further agrees to be fully and solely responsible for the actions of its
employees, agents and subcontractors with respect to the collection, storage, use or disclosure of the Personal Health Information;

(e) the Vendor shall protect the Personal Health Information against such risks as unauthorized access, use, disclosure, destruction or alteration and shall provide the Minister with any information regarding such security measures that the Minister may require to verify obligations under PHIA and ATIPPA are being fulfilled by the Vendor;

(f) the Vendor shall return to the Minister or destroy, in accordance with instructions provided by the Minister, any Personal Health Information upon expiry or termination of this Contract;

(g) the Vendor is not permitted to take, store, use or disclose Personal Health Information outside Newfoundland and Labrador;

(h) the Vendor agrees to act on any direction that the Minister may provide with regard to the use, collection, access, security and disclosure of Personal Health Information; and

(i) the Vendor shall immediately advise the Minister of any actual or potential breach of PHIA or ATIPPA by the Vendor, its employees, agents or subcontractors upon the Vendor becoming aware of such actual or potential breach.

24. The Vendor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance in an amount not less than $2,000,000.00 (two million dollars) inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof and shall provide evidence of such insurance to the Minister upon request.

25. The Vendor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Vendor in an amount not less than $1,000,000.00 (one million dollars) and the Vendor shall provide evidence of such insurance to the Minister upon request.

26. The Vendor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Vendor is legally responsible, including those arising out of negligence or wilful acts by the Vendor or the Vendor's employees, subcontractors or agents.

27. The Vendor shall not enter into any other agreement with other Ministers of the Government of Newfoundland and Labrador or any other person, the requirements of which will conflict with the requirement of this Contract, or which will or may result in its interest in any other agreement and this Contract being in conflict.

28. The Vendor shall and the Vendor shall ensure its employees, agents and permitted subcontractors:

   (a) conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
(b) not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;

(c) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes, or would appear to cause, a conflict of interest; and

(d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Vendor shall promptly declare it to the Minister.

29. A breach of clause 30 may result in termination of this Contract, should the Minister deem such action appropriate.

30. The Vendor shall not assign or subcontract this Contract or any part of it without the prior written consent of the Minister.

31. Each party agrees that during the term of this Contract, except with prior written consent of the other party, it will not offer employment to an employee of the other party who is assigned and works under this Contract, nor will it otherwise directly or indirectly induce such employee to terminate employment.

32. This Contract shall be interpreted, governed and resolved in accordance with the laws of the Province of Newfoundland and Labrador.

33. Notwithstanding that it is the intention of the parties that this Contract expresses the whole of the contractual relationship between them, the Minister and the Vendor may add to, delete, vary, amend or extend the terms of this Contract by a written amending agreement signed by both parties.

34. In the event that the Legislature fails to appropriate funds for meeting the obligations of this Contract in the next ensuing fiscal year, the parties agree that the Minister shall have the right to terminate this Contract immediately upon giving notice to the Vendor.

35. The provisions of this Contract constitute the entire agreement between the parties with respect to the subject matter of this Contract, and supersede any prior agreements or understandings whether written or oral between the parties and there are no agreements, guarantees, representations or warranties of any sort made by either party, other than those contained herein, that form part of this Contract between the parties hereto, or that have been relied on by either party.

36. The Minister may deduct from all payments to the Vendor such amounts as required by the Income Tax Act (Canada), as amended, revised or substituted from time to time.

37. This Contract shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
38. Despite any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such conclusion or termination, including:
   (a) clause 23 Records
   (b) clause 24 Ownership
   (c) clause 25 Confidentiality
   (d) clause 26 Personal Information
   (e) clause 29 Third Party Claims

IN WITNESS WHEREOF, notwithstanding the dates of the signatures below, the parties hereto have made this Contract to be effective on the day, month and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Health and Community Services

Signature

Title

Date

Witness to Signature of Vendor __________________________
(required only where Vendor is not a corporation)
SCHEDULE A

Provision of Services

The Vendor shall perform the Services as set out in the Request for Proposal, Schedule B, and the Proposal, Schedule C, as varied by this Schedule A.

All schedules, plans and deliverables must be acceptable to the Minister.

Vendor Resource Rates

The Vendor shall cause the individuals named in the Proposal, Schedule C, to perform the Services at the rates contained therein, unless varied by this Schedule A.

Vendor Resources

The Vendor shall cause the individuals named in the Proposal, Schedule C, to perform the Services, unless varied by this Schedule A.
APPENDIX B TO THE RFP - PROPOSAL SUMMARY FORM

Newfoundland and Labrador Department of Health and Community Services
Request for Proposals (“RFP”) Number: FRP 2010-01

Vendor’s Full Legal Name: ____________________________
Mailing Address: ____________________________________

Telephone: _________________________________________
E-mail Address: _____________________________________
Contact Name: ______________________________________

Proposal:

The Vendor proposes to supply the services of the resource(s) identified below at the rate quoted, subject to the terms and conditions of the Request for Proposals.

The qualifications of the proposed Vendor resource(s) are identified in the supporting résumé(s).

The Vendor consents, and has obtained written consent of any individuals identified in the Proposal, to the use of the Personal Information in the Proposal by:

a) Her Majesty;
b) Her Majesty’s employees; and
c) Individuals and organizations under contract to provide services to Her Majesty, to enable Her Majesty to evaluate the Proposal and use this information for other program purposes of Her Majesty.

Authorized Signature (Vendor)

Print Name and Title

Date

January 2010
The professional fees for this engagement are on a time and materials basis.

**Anticipated Project Start Date:** On appointment  
**Anticipated Project End Date:** March 31, 2012

**Rate Table**

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<th>Resource Name</th>
<th>Resource’s Role</th>
<th>Fixed Price Daily Rate</th>
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The Fixed Daily Rate quoted for each proposed Vendor resource must include all overhead, office space and equipment including supplies, administrative burden, mark-up and all other costs to perform the Services for the duration of the Contract.
APPENDIX C TO THE RFP – PROPOSAL SUBMISSION LETTER

(Vendor Letterhead)

(Date , 2010)

John Rumboldt
Senior Manager, Lead Province
National Blood Portfolio
Department of Health and Community Services
1st Floor, West Block
Confederation Building
P.O. Box 8700
St. John’s, NL
A1B 4J6

RE: Request for Proposals (RFP) Number FRP 2010-01

Enclosed is our Proposal submitted in response to this RFP.

________________________________________
Authorized Signature
________________________________________
(Print Name)
________________________________________
(Title)
________________________________________
(Vendor Address)
________________________________________
(Telephone)
________________________________________
(Facsimile)
APPENDIX D TO THE RFP – RESOURCE REQUIREMENTS TABLES

To be populated from 2.3 when finalized.

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<td>Desired Experience</td>
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APPENDIX E TO THE RFP
Terms of Reference of the Facilities Re-Development Advisory Group

FACILITIES RE-DEVELOPMENT ADVISORY GROUP
Terms of Reference

Purpose

1. To provide information and advice to Provinces/Territories (PT) Deputy Ministers of Health regarding the status and financial risk management of the Canadian Blood Services’ (CBS) National Facilities Re-development Project;
2. To communicate to CBS any PT questions or concerns regarding the financial risk management of its National Facilities Re-development Project;
3. To provide a forum for CBS to access input and advice from PT representatives; and
4. To ensure that every reasonable step is taken to stay within CBS’ cost estimates of the National Facilities Re-development Project as reflected in CBS’ plan.

Background

CBS is the arm’s-length operator of Canada’s blood system established pursuant to a Memorandum of Understanding (MOU) signed by FPT Ministers of Health in the Fall of 1997. Its mandate – derived from the MOU and corporate by-laws as amended periodically by its Corporate Members – is to operate all aspects of an accountable, safe, secure and affordable integrated national blood system outside the Province of Quebec. Its operating funding is provided by its 12 member jurisdictions, following budget discussions between CBS and government representatives, and receipt of approval from Corporate Members. Funding for special projects and initiatives is similarly provided by the member provinces and territories.

CBS has received approval in principle from the PT Deputy Ministers of Health to embark upon a facilities re-development project in several locations across Canada. They have approved funding for Phase One that includes facilities in Atlantic Canada and Ontario. Phase TWO will include facilities in Western Canada. This major capital works project is to be funded by the various PT governments in accordance with the pro-rata structures in place for the blood system.

CBS has the capability and expertise, through internal resources and external support, to undertake and complete this multi-phased capital project.

Functions

Based on the project plans and reports provided by CBS, the Advisory Group will have the following functions.
1. The PT representatives will provide input and advice on aspects of the project to CBS in the context of publicly funded facilities undertakings.
2. The CBS representatives will provide regular reports on all aspects of the project and respond to specific requests for information from the PT representatives, including but not limited to:
   (a) current activities—identify what happened in the period and what will happen in the next period;
   (b) project measures and issues—identify major issues and/or risks that have been overcome and/or facing the project;
   (c) schedule and occupation dates—identify any schedule changes since the last report;
   (d) financial review—identify whether the project is on budget and if not what steps are being taken to bring expenditures in line with CBS’ cost estimates.
3. The PT representatives will provide updates and advice to PT Deputies regarding the status of the project, including milestones, any variances that may impact the project over its development.
Membership

- The Advisory Group will have the following members:
- The Chief Operating Officer (or delegate) of CBS;
- The Chief Financial Officer (or delegate) of CBS;
- Three P/T representatives with knowledge of their government’s requirements for publicly funded facilities undertakings, one being from the Province of Ontario, one being from Nova Scotia, and one being from Newfoundland and Labrador - the Lead Province);
- A third party facilities expert hired and funded by the P/Ts;
- The CBS Executive Director of the National Re-development Program;
- The CBS Executive Director of Facilities Management; and
- The PT Blood Liaison Committee Representative from the Lead Province.

The Advisory Group has within its discretion the ability to invite additional CBS representatives or third parties under contract to either CBS or PT jurisdictions to its meetings as needed. The P/T representatives of the Advisory Group can, as needed, ask the CBS representatives to absent themselves for the purposes of discussing and formulating confidential advice to PT Deputies.

Chair

The Chair of the Facilities Re-Development Advisory Group will be the PT Blood Liaison Committee Representative from the Lead Province.

Term and Meetings

- The Advisory Group was established in March 2008.
- An initial schedule of meetings (likely monthly) will be established by the Advisory Group. In addition, the Advisory Group can meet at the call of the Chair.
  The Advisory Group will continue to function until such time as the facility redevelopment projects contemplated under the re-development plan are complete and operational, and reconvene as required regarding reports on the final cost settlement of projects.
- Meetings will be held either in person or by conference call.

Minutes and Reports

The Advisory Group will keep minutes of its meetings and will provide reports periodically to the P/T Blood Liaison Committee and the Conference of P/T Deputy Ministers for their information and update.

Relationships

The P/T Blood representative from the lead province will coordinate the reporting of the P/T representatives directly to P/T Deputy Ministers as appropriate.

Resources

The secretariat support for the Advisory Group will be provided by the Lead Province for the National Blood Portfolio. All travel and associated expenses for representatives to attend meetings will be borne by individual governments and CBS, respectively.

January 19, 2010
APPENDIX F TO THE RFP
NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT RFP #: FRP 2010-01

Vendors requesting the CBS Facilities Re-development Plan are required to sign and return this Non Disclosure Agreement, by mail (excluding e-mail) or facsimile, to the Contracting Manager identified on the cover page of this RFP.

The information contained within the CBS Facilities Re-development Plan (“Information”) is considered to be confidential and may be used by the Vendor only for the purpose of preparing its Proposal in response to this RFP.

In consideration of the provision of Information to the Vendor, the Vendor agrees as follows:

1. In this Non Disclosure Agreement, “Information” means all business, financial, technical, operational, and other information relating to Her Majesty, including, without limitation, the RFP as to whether factual or interpretive, or verbal, written or in electronic form, disclosed directly to or otherwise acquired by, the Vendor whether before or after the date of this Non Disclosure Agreement. All words with the initial letter capitalized shall have the meaning set out in the RFP unless the context otherwise requires or permits.

2. The Information and the terms and conditions of this Non Disclosure Agreement may only be disclosed to such persons employed or contracted by the Vendor on a “need to know” basis solely for the purpose of preparing the Vendor’s Proposal in response to this RFP.

3. The Information shall not be disclosed by the Vendor to any third party, including agents, subcontractors or affiliates of the Vendor without the express written consent of Her Majesty.

4. The Vendor shall require that all persons having access to the Information comply with the provisions of this Non Disclosure Agreement.

5. The requirement set forth in clause 2 shall not apply to any part of the Information that:

   a) is in the public domain at the date of disclosure to the Vendor or which thereafter enters the public domain other than by any act or failure to act on the part of the Vendor;
   b) is already known to the Vendor (as evidenced by the Vendor’s written records) at the time of its disclosure to the Vendor by Her Majesty, except to the extent the information was acquired by, or became known to, the Vendor in the course of carrying out an existing or previous contract with Her Majesty;
   c) was lawfully acquired by the Vendor from a third party (as evidenced in the Vendor’s written records);
   d) was required to be disclosed by the Vendor as contemplated in clause 6 hereof; or
   e) was independently developed by the Vendor’s employees who had no access to the Information.
6. The Vendor shall be entitled to disclose Information to a court of competent jurisdiction or any regulatory body having jurisdiction, provided that:

   a) The Vendor shall take reasonable steps to maintain the confidentiality of the Information by the court or regulatory body; and
   b) The Vendor shall provide Her Majesty with immediate written notice of any request for disclosure.

7. If the Vendor obtains the “Related Project Documents” documentation and the Vendor is not the successful Vendor on the RFP, the Vendor shall forthwith destroy all copies of the documents regardless of the medium they are stored on.

8. The Vendor shall not use any of the Information in furtherance of the Vendor’s business or for its own benefit, profit or advantage other than preparing its Proposal in response to this RFP.

9. This Non Disclosure Agreement shall commence on the date hereof and shall continue in full force and effect, in perpetuity.

10. The Vendor understands that in providing the Information to the Vendor, Her Majesty makes no representation or warranty as to the accuracy or completeness of the Information. The Vendor agrees that neither Her Majesty, nor anyone representing Her Majesty, shall have any liability for any errors or omissions or for any damages resulting from the use of the Information. The Vendor shall rely solely on its own appraisals, estimates, interpretations and analysis related thereto.

11. The Vendor acknowledges the value of the Information. Accordingly, the Vendor agrees that any of injunctive relief, specific performance, or monetary damages, is an appropriate remedy for any breach of this Non Disclosure Agreement by the Vendor.

12. Nothing herein shall be construed as granting to the Vendor a license or any rights to intellectual property of Her Majesty including without limitation, trademark or copyrights in any country relating to the Information.

13. If any of the Vendor’s representatives visit any of the business sites of Her Majesty, the Vendor hereby indemnifies and saves Her Majesty, and its agents harmless from any claims and liabilities resulting from the negligence or misconduct of the Vendor’s representatives during any such visit.

14. This Non Disclosure Agreement shall be governed by the laws, and in the courts, of the Province of Newfoundland and Labrador.

15. No failure or delay by Her Majesty to exercise any of its rights, powers or privileges under this Non Disclosure Agreement shall operate as a waiver hereof.

16. If any provision of this Non Disclosure Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Non Disclosure Agreement.
17. This Non Disclosure Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors.

18. This Non Disclosure Agreement shall not be assigned by the Vendor without the written consent of Her Majesty.

19. This Non Disclosure Agreement is subject to the Newfoundland and Labrador Access to Information and Protection of Privacy Act, as may be amended, revised or substituted from time to time.

Agreed to and accepted by this ______ day of ___________________, 2010.

____________________________________________
(Vendor Name)  

____________________________________________
(Name of the Officer of the Vendor)  

____________________________________________
(Signature of the Officer of the Vendor)  

____________________________________________
(Vendor Address)  

____________________________________________
(Telephone Number)  

____________________________________________
(Facsimile Number)  

____________________________________________
(E-mail Address)  

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