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Request for Proposals for the Purchase of a Site for the New Acute Care Hospital with Schedules

Request for Proposals for the

Purchase of a Site for the New Acute Care Hospital Facility

Phase 1 Deadline: **Before 3:00pm Local Time on September 24, 2014**

Submission Location: **Room ME 1310**
Windsor Regional Hospital
Metropolitan Campus
1995 Lens Avenue
Windsor, ON N8W 1L9

RFP Coordinator: **Kevin Marshall**
SiteSelection@wrh.on.ca

July 2014

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WINDSOR REGIONAL HOSPITAL

OUTSTANDING CARE – NO EXCEPTIONS!

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1. INTRODUCTION

1.1 INVITATION

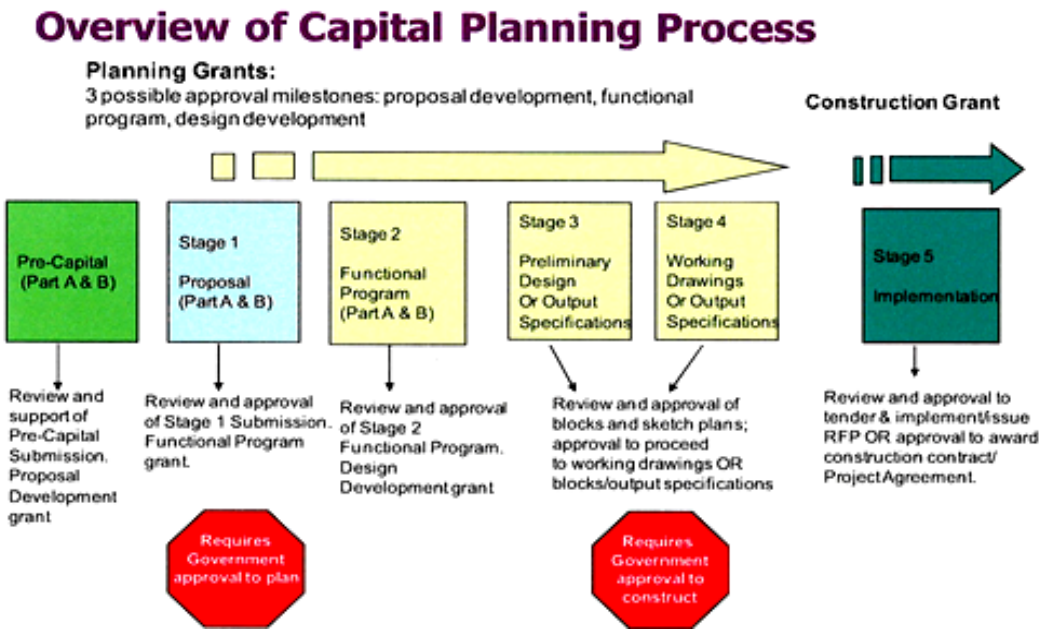
1.1.1 The Windsor Regional Hospital is in the process of identifying a suitable site for the construction of the Facility and is inviting Submissions from property owners interested in entering into the Purchase Agreement for the sale of their property. As described in these Instructions to Vendors, the Hospital intends to identify a Preferred Site using a 2-phase process. As a first step, each Vendor must submit a Phase 1 Submission to Room ME 1310, Windsor Regional Hospital, Metropolitan Campus, 1995 Lens Avenue, Windsor, ON N8W 1L9 (the **"Submission Location"**) BEFORE 3:00pm Local Time on September 24, 2014 (the **"Phase 1 Deadline"**).

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

1.2.1 Only submissions received from registered owners of property will be considered. Responses received from brokers, agents or anyone else who is not a registered owner of a Site will be rejected.

1.3 BACKGROUND

1.3.1 In or about February, 2014 the Ontario Government announced approval for the Hospital to complete the Stage 1 planning process for the Facility. The process involves five discrete stages, each building on information developed in the one before, and moves from planning through design and implementation, as depicted here:



1.3.2 In order to complete its Stage 1 submission to the Ministry of Health and Long Term Care the Hospital needs to identify a site for the Facility. However, Ministry approval for the construction of the Facility – if approved – will not be issued until later. The Hospital therefore intends, once the

site for the Facility is identified, to enter into a Purchase Agreement for the site with a completion date of July 21, 2017, to allow the Ministry approval process for the Facility to be completed.

1.3.3 The Hospital established a committee (the "**Steering Committee**") to oversee the planning of the Facility. The Steering Committee in turn established a subcommittee (the "**Site Selection Subcommittee**") to guide, monitor and direct the process of selecting the site for the Facility.

1.3.4 Earlier this year the Steering Committee developed a list of criteria that will be used to select the location for the Facility and asked the public to rank the criteria and to identify the factors that matter most to the public. The criteria, and the weight given to each criterion, have been incorporated in this RFP, in Part 1 of Schedule E – Evaluation Criteria.

1.4 OVERVIEW OF THE RFP

1.4.1 This Section provides a brief summary of the RFP and is provided solely as a convenience. Vendors are urged to read all of the RFP Documents carefully and thoroughly to ensure they fully understand all of the terms and conditions. Failure to fulfill procedural or content requirements that are stipulated in the RFP Documents may have a negative effect on the evaluation of a Submission or may result in a Submission being rejected.

1.4.2 Subject to the other provisions of the RFP Documents, it is the intent of the Hospital to identify a Preferred Site using a 2-phase process:

(a) Phase 1. The first phase requires each Vendor to deliver a Phase 1 Submission that responds to the questions and provides the information set out in Part 1 of Schedule B – Submission Requirements. Phase 1 Submissions that meet all Phase 1 Mandatory Requirements will be evaluated by the Site Selection Subcommittee using the points based evaluation criteria set out in Part 1 of Schedule E – Evaluation Criteria. The Site Selection Subcommittee will identify up to five (5) Sites with the highest Phase 1 Scores as the Short-Listed Sites.

(b) Phase 2. Each Vendor of a Short-Listed Site will be required to deliver a Phase 2 Submission that responds to and provides the information set out in Part 2 of Schedule B – Submission Requirements. The Phase 2 Submissions will first be reviewed to confirm all Phase 2 Mandatory Requirements have been met, after which:

(i) the contents of each Phase 2 Submission will be reviewed and the Short-Listed Sites may be investigated to confirm the completeness and accuracy of the information contained in each Proposal;

(ii) the Site Selection Subcommittee may adjust the Phase 1 Scores of the Short-Listed Sites as a result of the investigation and review activity(ies). If as a result of such adjustment a Phase1 Score of a Short-Listed Site scores below the Threshold, that Short-Listed Site will be removed from consideration;

(iii) the Phase 2 Submissions of all Short-Listed Sites with Phase 1 Scores (as they may have been adjusted) that score at or above the Threshold will be evaluated and awarded points in accordance with Part 2 of Schedule E – Evaluation Criteria.

The Site with the highest Overall Score will be identified as the Preferred Site.

1.4.3 Once the Preferred Site is identified the Hospital intends to:

(a) subject to the approval of the Board of Directors, in its sole and unfettered discretion, sign the Purchase Agreement with the Vendor of the Preferred Site; OR

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(b) invite the Vendor to enter into negotiations to settle the terms of the Purchase Agreement and, subject to the approval of the Board of Directors in its sole and unfettered discretion, sign the Purchase Agreement with the Vendor of the Preferred Site if the negotiations are successful.

1.4.4 The Hospital has retained a fairness advisor to monitor the RFP process.

1.5 NO CONTRACT A

1.5.1 The Hospital does not intend to create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), with any Vendor, and none will be created by virtue of the Hospital issuing this RFP or by receiving or opening or reviewing or evaluating any Submissions. The Hospital shall not be obligated in any manner whatsoever to any Vendor unless and until a Purchase Agreement has been duly signed.

1.6 VENDORS' EXPENSES

1.6.1 The Hospital shall not be responsible for, and Vendors shall bear, all costs and expenses incurred by them relating to any aspect of their participation or intended participation in this RFP including, without limitation, all costs and expenses related to a Vendor's involvement in:

(a) due diligence, investigations, and information gathering processes;

(b) attendances and/or participation at any and all meetings and negotiations;

(c) the preparation and delivery of Submissions and responding to Requests for Additional Information.

2. DEFINITIONS

Capitalized terms used in the Instructions to Vendors and Schedules and not otherwise defined shall have the meanings indicated in this Section. All references in the Instructions to Vendors to "Article", "Section", "paragraph" or "Schedule" shall, unless specifically indicated otherwise, refer to an Article, Section or paragraph of, or Schedule to, these Instructions to Vendors.

2.1.1 **"Acquisition Cost"** has the meaning assigned to such term in section 6(b) of Part 2 of Schedule E – Evaluation Criteria.

2.1.2 **"Acquisition Score"** has the meaning assigned to such term in section 7 of Part 2 of Schedule E – Evaluation Criteria.

2.1.3 **"Base Price"** means the price offered by a Vendor for the sale of a Site in its Phase 2 Submission Form, excluding any applicable taxes.

2.1.4 **"Board of Directors"** means the Board of Directors of the Hospital.

2.1.5 **"Facility"** means a new acute care hospital facility which is planned to be constructed in the Windsor area.

2.1.6 **"Hospital"** means the Windsor Regional Hospital and includes any of its designated employees, officials or agents. For certainty, the term "**Hospital**" includes, as the context requires, the Board of Directors, the Steering Committee, the Site Selection Subcommittee, and/or the RFP Coordinator.

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2.1.7 **"Irrevocability Period"** means the period of one hundred and eighty (180) days starting from the day after the Phase 2 Deadline.

2.1.8 **"Local Time"** means the time recorded by the Hospital at the Submission Location.

2.1.9 **"Major Constraint"** has the meaning assigned to such term in paragraph 8.1.1.

2.1.10 **"Notice of Intent to Attend Vendors' Meeting"** means Schedule A – Notice of Intent to Attend Vendors' Meeting.

2.1.11 **"Overall Score"** has the meaning assigned to such term in paragraph 10.1.2(e).

2.1.12 **"Phase 1 Deadline"** is the date and time identified as such in paragraph 1.1.1.

2.1.13 **"Phase 1 Mandatory Requirements"** has the meaning assigned to such term in paragraph 8.2.1.

2.1.14 **"Phase 1 Question Deadline"** is the date identified as such in paragraph 4.1.2 and is the last date on which Vendors can submit questions about the RFP and the Phase 1 Submissions.

2.1.15 **"Phase 1 Score"** has the meaning assigned to such term in paragraph 8.1.2(b).

2.1.16 **"Phase 1 Submission"** means, collectively, a Vendor's completed Phase 1 Submission Form and all schedules, reports, documents and other materials submitted in response to Part 1 of Schedule B – Submission Requirements.

2.1.17 **"Phase 1 Submission Form"** means Schedule C – Phase 1 Submission Form.

2.1.18 **"Phase 2 Deadline"** means the date identified as such in the Short-List Notice.

2.1.19 **"Phase 2 Mandatory Requirements"** has the meaning assigned to such term in paragraph 10.2.1.

2.1.20 **"Phase 2 Question Deadline"** is the date identified as such in the Short-List Notice and is the last date on which Vendors can submit questions about the RFP and the Phase 2 Submissions.

2.1.21 **"Phase 2 Score"** has the meaning assigned to such term in paragraph 10.1.2(c).

2.1.22 **"Phase 2 Submission"** means, collectively, a Vendor's completed Phase 2 Submission Form and all schedules, documents and other materials submitted in response to Part 2 of Schedule B – Submission Requirements.

2.1.23 **"Phase 2 Submission Form"** means Schedule D – Phase 2 Submission Form.

2.1.24 **"Points for Negotiation"** has the meaning assigned to such term in paragraph 9.1.4(a).

2.1.25 **"Preferred Site"** has the meaning assigned to such term in paragraph 10.1.2(f).

2.1.26 **"Proposal"** means, collectively, a Vendor's Phase 1 Submission and Phase 2 Submission.

2.1.27 **"Purchase Agreement"** means the written agreement of purchase and sale in the form of Schedule F – Purchase Agreement (as it may be amended by negotiations in accordance with these Instructions to Vendors), to be signed between the Hospital and the Vendor of the Preferred Site, including all schedules and appendices thereto.

2.1.28 **"Question Deadline"** means either the Phase 1 Question Deadline or the Phase 2 Question Deadline.

2.1.29 **"Request for Additional Information"** means a request for clarification of any information or documents submitted as part of a Submission, or a request for additional information.

2.1.30 **"RFP"** means the request for proposals process described herein.

2.1.31 **"RFP Coordinator"** means Kevin Marshall at "SiteSelection@wrh.on.ca".

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2.1.32 **"RFP Documents"** means the documents listed in paragraph 3.1.1. For Vendors of Short-Listed Sites the term "**RFP Documents**" also includes the Short-List Notice and any addenda issued after the Phase 1 Deadline.

2.1.33 **"Short-List Notice"** means the written notice issued to Vendors of Short-Listed Sites, requesting the delivery of Phase 2 Submissions and stipulating the Phase 2 Deadline and the Phase 2 Question Deadline.

2.1.34 **"Short-Listed Site"** has the meaning assigned to such term in paragraph 8.1.2(c).

2.1.35 **"Site"** means real property owned by a Vendor which the Vendor proposes to offer for sale to the Hospital for the construction of the Facility. The term "**Site**" may include a Short-Listed Site, as the context requires.

2.1.36 **"Site Selection Subcommittee"** has the meaning assigned to such term in paragraph 1.3.3.

2.1.37 **"Steering Committee"** has the meaning assigned to such term in paragraph 1.3.3.

2.1.38 **"Submission"** means a Phase 1 Submission or a Phase 2 Submission.

2.1.39 **"Submission Location"** is the location identified as such in paragraph 1.1.1.

2.1.40 **"Threshold"** has the meaning assigned to such term in paragraph 8.1.2(d).

2.1.41 **"Vendor"** means a person, partnership, corporation or other entity that is a registered owner of a Site and that participates in this RFP, whether or not it delivers a Submission. The term **"Vendor"** also includes a person, partnership, corporation or other entity prior to the delivery of a Submission.

3. RFP DOCUMENTS

3.1.1 Vendors should ensure they have all RFP Documents listed below. The Hospital accepts no responsibility for any Vendor lacking any part of the RFP Documents.

(a) Instructions to Vendors (this document).

(b) Schedule A – Notice of Intent to Attend Vendors' Meeting.

(c) Schedule B – Submission Requirements.

(d) Schedule C – Phase 1 Submission Form.

(e) Schedule D – Phase 2 Submission Form.

(f) Schedule E – Evaluation Criteria.

(g) Schedule F – Purchase Agreement.

(h) Addenda which may be issued.

3.1.2 Vendors should inform the RFP Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFP Documents.

3.1.3 Nothing in this RFP or in the RFP Documents is intended to relieve Vendors from undertaking their own research, investigations or other due diligence, or forming their own opinions and conclusions with respect to the Facility, the RFP Documents and all other matters related to this RFP. The Hospital does not assume any responsibility for any interpretations or conclusions that Vendors may make or draw from the RFP Documents.

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4. QUESTIONS, COMMUNICATIONS WITH THE HOSPITAL, AND ADDENDA

4.1 VENDORS' QUESTIONS AND COMMUNICATIONS WITH THE HOSPITAL

4.1.1 All questions and other communications permitted by this RFP are to be in writing and sent by e-mail only to the RFP Coordinator at "SiteSelection@wrh.on.ca" and are to state "RFP for New Hospital Site" in the subject line.

4.1.2 Vendors are encouraged to ask questions or request clarification with respect to any part of this RFP or any RFP Documents which do not appear to be clear. Questions in relation to the Phase 1 Submissions must be submitted not later than seven (7) days before the Phase 1 Deadline (the **"Phase 1 Question Deadline"**). The Phase 2 Question Deadline will be stipulated in the Short-List Notice.

4.1.3 Questions received before a Question Deadline will be reviewed and if the Hospital believes that a response is warranted, it will include the question and its answer in an addendum. The Hospital may, in its discretion, consider and respond to questions received after a Question Deadline but is under no obligation to do so. In responding to questions the Hospital may answer similar questions from different Vendors only once, may edit or rephrase the questions for purposes of clarity, and may ignore questions which, in the Hospital's opinion, do not require a response.

4.1.4 Except as may be permitted in the RFP Documents, Vendors are not to communicate with or otherwise contact the Hospital, the Steering Committee or the Site Selection Subcommittee regarding this RFP or any RFP Documents at any time before the execution of the Purchase Agreement, if any. A Vendor's failure to comply with this paragraph may result in the disqualification of the Vendor and the rejection of its Submission(s).

4.2 ADDENDA

4.2.1 This RFP and the RFP Documents may be amended only by written addendum. Answers, clarifications, instructions or information provided by any other means, in whatever context or setting, are not binding on the Hospital and are not to be relied upon by any Vendor.

4.2.2 Addenda that are issued:

(a) Before the Phase 1 Deadline: Addenda will be posted to the same electronic tendering site on which the RFP Documents were posted, and will not be sent or otherwise distributed to Vendors. Vendors are solely responsible:

(i) for checking the electronic tendering site for addenda, and the Hospital shall not be responsible in the event any addenda are not received by a Vendor; and

(ii) to ensure they have received and that their Phase 1 Submission incorporates all addenda issued before the Phase 1 Deadline.

(b) After the Phase 1 Deadline and Before the Issuance of Short-List Notices: Addenda will be faxed or e-mailed directly and only to the Vendors that delivered Phase 1 Submissions before the Phase 1 Deadline, to the person whose name and contact information appears on the Phase 1 Submission Form. Vendors are solely responsible for the correctness of the information set out in their Phase 1 Submission Form, and the Hospital shall not be responsible in the event any addenda directed to the contact person identified on a Vendor's Phase 1 Submission Form are not received by the Vendor.

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(c) After the Issuance of the Short-List Notices: Addenda will be faxed or e-mailed directly and only to the Vendors of the Short-Listed Sites, to the person whose name and contact information appears on the Phase 1 Submission Form. Vendors are solely responsible for the correctness of the information set out in their Phase 1 Submission Form, and the Hospital shall not be responsible in the event any addenda directed to the contact person identified on a Vendor's Phase 1 Submission Form are not received by the Vendor. Vendors of the Short-Listed Sites are solely responsible to ensure they have received and that their Phase 2 Submission incorporates all addenda.

5. INFORMATION MEETING WITH VENDORS

5.1.1 The Hospital intends to schedule an information meeting with all interested Vendors on a date, time and place to be announced. The purpose of the information meeting will be to review the RFP and to provide an opportunity for Vendors to ask questions. Attendance will be limited to five (5) people per Vendor. Attendance at the information meeting is not mandatory but is strongly recommended.

5.1.2 A Vendor who intends to attend the information meeting must complete Schedule A – Notice of Intent to Attend Vendors' Meeting and must scan and e-mail the completed Notice of Intent to the RFP Coordinator in the manner described in paragraph 4.1.1 by the end of the day on August 20, 2014.

5.1.3 Only registered owners of property who are interested in participating in this RFP and who deliver a completed Notice of Intent to Attend Vendors' Meeting in accordance with and by the date specified in paragraph 5.1.2 will be eligible to receive an invitation to attend the information meeting.

5.1.4 Communications regarding the information meeting, including the invitation to attend the meeting, will be faxed or e-mailed only to the person identified in the Notice of Intent to Attend Vendors' Meeting. Vendors are solely responsible for the timely delivery of their Notices of Intent and for the correctness of the information contained in the Notice of Intent. The Hospital shall not be responsible in the event a communication or an invitation directed to the person identified in a Vendor's Notice of Intent is not received by the Vendor.

5.1.5 A Vendor shall not claim, whether it attended the information meeting or not, that information was received during the meeting by other Vendors that was not received by the Vendor. Each Vendor acknowledges and agrees:

(a) that notwithstanding the Hospital may give answers and may provide information during the meeting, such answers and information, whether in verbal or in written form, shall not amend this RFP or any RFP Documents or be binding on the Hospital, or be relied upon in any way by the Vendor, except and only to the extent expressly confirmed in an addendum;

(b) that anything said, written or done by the Hospital or any other person, and any positive or negative views or comments to anything said or done by a Vendor during the meeting will not in any way bind the Hospital or amend this RFP or any RFP Documents, except and only to the extent expressly confirmed in an addendum;

(c) to waive any and all rights to contest, claim, complain, protest and/or dispute this RFP based on the fact that information may have been obtained by another Vendor as a result

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of that Vendor's attendance at the information meeting, that was not obtained by the Vendor.

6. COMPLETION, DELIVERY AND OPENING OF PHASE 1 SUBMISSIONS

6.1 COMPLETION OF PHASE 1 SUBMISSIONS

6.1.1 Vendors shall complete their Phase 1 Submissions by:

(a) completing the Phase 1 Submission Form in accordance with paragraph 6.1.2; and

(b) submitting all of the information, documents and materials required by Part 1 of Schedule B – Submission Requirements in accordance with paragraph 6.1.3.

6.1.2 Instructions for Completing the Phase 1 Submission Form.

(a) Vendors shall complete the Phase 1 Submission Form by filling in all blank spaces in ink, or typewritten, providing all information requested. A Vendor's failure to provide all requested information on the Phase 1 Submission Form or to fill in all blank spaces may result in its Phase 1 Submission being rejected.

(b) The Phase 1 Submission Form must be signed by duly authorized signing representative(s) of the Vendor. Submission of a Phase 1 Submission Form which does not bear original signature(s) will result in the Phase 1 Submission being rejected.

6.1.3 Attachments to the Phase 1 Submission Form. Attach or bind to the completed Phase 1 Submission Form all documents and other material required by each of the items set out in Part 1 of Schedule B – Submission Requirements. In doing so ensure that the documents and other material submitted clearly identify each item addressed by using the same headings and numbering sequence used in Part 1 of Schedule B.

6.2 DELIVERY OF PHASE 1 SUBMISSIONS

6.2.1 Vendors shall place all of the following in a sealed opaque envelope:

(a) the original completed and signed Phase 1 Submission Form; and

(b) all documents and other material submitted in response to Part 1 of Schedule B – Submission Requirements; and

(c) three (3) paper copies of all of the above; and

(d) an electronic copy of all of the above, in Adobe PDF readable format, on a USB flash memory stick clearly marked with the Vendor's name and the words "Phase 1 Submission for the New Hospital Site".

Ensure that the outside of the envelope bears the Vendor's return address and a label clearly identifying the Vendor and the RFP. In the event of any discrepancy between an original document submitted by a Vendor and a copy, whether in paper or electronic form, the original shall govern.

6.2.2 Vendors must deliver their Phase 1 Submissions to the Submission Location BEFORE the Phase 1 Deadline. Proposals which are submitted by fax, e-mail or any other means will not be considered.

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6.2.3 Late Phase 1 Submissions will not be considered and will be returned unopened. In the event of a dispute over the time of submission, the time of receipt recorded by the Hospital at the Submission Location shall govern. Vendors are solely responsible for the method and timing of delivery of their Phase 1 Submissions to the Submission Location.

6.3 OPENING OF PHASE 1 SUBMISSIONS

6.3.1 Only Phase 1 Submissions received at the Submission Location before the Phase 1 Deadline will be opened. All other Phase 1 Submissions will be returned unopened.

6.3.2 Phase 1 Submissions will be opened in private.

7. REQUESTS FOR ADDITIONAL INFORMATION

7.1.1 The Site Selection Subcommittee, through the RFP Coordinator, may contact any one or more Vendors to make a Request for Additional Information without any obligation to make the same or any Request for Additional Information of any other Vendor. Notwithstanding the preceding sentence, the Site Selection Subcommittee has no obligation to make any Request for Additional Information.

7.1.2 Vendors shall respond promptly to all Requests for Additional Information. A Vendor's response to a Request for Additional Information shall be delivered in the manner directed by the Site Selection Subcommittee. If a Vendor fails to respond to a Request for Additional Information, its Submission may be considered and evaluated based solely on the Submission contents submitted or, at the sole discretion of the Site Selection Subcommittee, may be rejected.

7.1.3 A Vendor's response to a Request for Additional Information shall not be an opportunity for the Vendor to either correct errors or to change its Submission in any substantive manner. Subject to that proviso, information and documents submitted in response to a Request for Additional Information shall form part of a Vendor's Submission.

8. EVALUATION OF PHASE 1 SUBMISSIONS AND ISSUANCE OF SHORT-LIST NOTICES

8.1 EVALUATION

8.1.1 The evaluation of Phase 1 Submissions will be conducted by the Site Selection Subcommittee. In conducting the evaluations the Site Selection Subcommittee may obtain the assistance of such consultants and advisors as the committee may deem appropriate. Such assistance may include investigations of one or more Sites to determine if there exists any legal or other impediment which would materially delay or prevent construction of the Facility (a "**Major Constraint**"). Major Constraints include, but are not limited to:

(a) incompatible legal or prescriptive rights, such as easements and rights of way;

(b) First Nations land claim(s);

(c) burial grounds;

(d) significant archaeological materials;

(e) designated / protected environmental or natural areas;

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(f) endangered species habitats.

8.1.2 Without limiting any of the other provisions of the RFP Documents, Phase 1 Submissions will be evaluated and the Short-Listed Sites will be selected as follows:

(a) Phase 1 Submissions will first be reviewed to confirm all Phase 1 Mandatory Requirements have been met;

(b) only Phase 1 Submissions which meet all Phase 1 Mandatory Requirements will be evaluated by the Site Selection Subcommittee using the points-based evaluation criteria in Part 1 of Schedule E – Evaluation Criteria. The points awarded will be the "**Phase 1 Score"** for that Site;

(c) notwithstanding paragraph 8.1.2(b), if the evaluation identifies a Major Constraint, the Site Selection Subcommittee may, in its sole discretion, reject the Site and the related Submission;

(d) the Site Selection Subcommittee will identify up to five (5) Sites with the highest Phase 1 Scores as the **"Short-Listed Sites"**. The lowest Phase 1 Score among the Short-Listed Sites will be referred to as the "**Threshold**";

(e) if two or more Sites are tied for final place, all such tied Sites shall be selected as Short-Listed Sites.

8.2 PHASE 1 MANDATORY REQUIREMENTS

8.2.1 Only Phase 1 Submissions that meet all mandatory requirements listed below (collectively, the **"Phase 1 Mandatory Requirements"**) on a "pass/fail" basis will be considered and evaluated:

(a) The Phase 1 Submission includes a Phase 1 Submission Form and bears the original signature(s) of the duly authorized signing representative(s) of the Vendor.

(b) The Vendor covenants and agrees that, if the Site is identified as the Preferred Site, the date for the completion of the sale of the Site will be July 21, 2017.

8.2.2 If all of the Phase 1 Submissions fail at least one of the Phase 1 Mandatory Requirements the Hospital, in its sole discretion, may:

(a) evaluate one or more of the Phase 1 Submissions in accordance with paragraph 8.1.2 and treat such Submission(s) as having met all of the Phase 1 Mandatory Requirements; and/or

(b) take any action in accordance with paragraph 12.1.4.

8.2.3 If only one Phase 1 Submission passes all Phase 1 Mandatory Requirements the Hospital, in its sole discretion, may:

(a) evaluate such Phase1 Submission but without any obligation to identify a Short-Listed Site; and/or

(b) take any action in accordance with paragraph 12.1.4.

8.3 ISSUANCE OF THE SHORT-LIST NOTICES

8.3.1 The Site Selection Subcommittee will issue Short-List Notices to the Vendors of the Short-Listed Sites. The Short-List Notices will, among other things:

(a) request the delivery of the Phase 2 Submissions before the Phase 2 Deadline;

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(b) specify the Phase 2 Deadline;

(c) specify the Phase 2 Question Deadline.

8.3.2 The Short-List Notices will be faxed or e-mailed directly and only to the Vendors of the Short-Listed Sites, to the person whose name and contact information appears on the Phase 1 Submission Form. Vendors are solely responsible for the correctness of the information set out in their Phase 1 Submission Form, and the Hospital shall not be responsible in the event any Short-List Notice directed to the contact person identified on a Vendor's Phase 1 Submission Form is not received by the Vendor.

8.3.3 The Hospital reserves the right to post on its website and/or otherwise make public the names of the Vendors of the Short-Listed Sites and the approximate locations of the Short-Listed Sites.

9. COMPLETION, DELIVERY AND OPENING OF PHASE 2 SUBMISSIONS

9.1 COMPLETION OF PHASE 2 SUBMISSIONS

9.1.1 Vendors of the Short-Listed Sites shall complete their Phase 2 Submissions in accordance with this Section. As more particularly described in this Section:

(a) Vendors shall complete the Phase 2 Submission Form in accordance with paragraph 9.1.2; and

(b) Vendors shall submit all of the information, documents and materials required by Part 2 of Schedule B – Submission Requirements in accordance with paragraph 9.1.3; and

(c) Vendors may prepare Points for Negotiation in accordance with paragraph 9.1.4.

9.1.2 Instructions for Completing the Phase 2 Submission Form.

(a) Vendors shall complete the Phase 2 Submission Form by filling in all blank spaces in ink, or typewritten, providing all information requested. A Vendor's failure to provide all requested information on the Phase 2 Submission Form or to fill in all blank spaces may result in its Proposal being rejected.

(b) The Phase 2 Submission Form must be signed by duly authorized signing representative(s) of the Vendor. Submission of a Phase 2 Submission Form which does not bear original signature(s) will result in the Vendor's Proposal being rejected.

9.1.3 Attachments to the Phase 2 Submission Form. Attach or bind to the completed Phase 2 Submission Form all documents and other material required by each of the items set out in Part 2 of Schedule B – Submission Requirements. In doing so ensure that the documents and other material submitted clearly identify each item addressed by using the same headings and numbering sequence used in Part 2 of Schedule B.

9.1.4 Points for Negotiation.

(a) If a Vendor wishes to negotiate any terms of the Purchase Agreement it must attach to the Phase 2 Submission Form a separate sheet clearly identifying each term or provision of the Purchase Agreement which the Vendor would like to negotiate and each proposed amendment, the reason for each proposed amendment, and include proposed replacement wording or terms for each such term or provision. A Vendor's submission in

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accordance with this paragraph shall be referred to as that Vendor's "**Points for Negotiation**".

(b) The Site Selection Subcommittee will not consider, and a Vendor will not be entitled to discuss or negotiate any issues relating to the Purchase Agreement unless such issues have been included in a Vendor's Points for Negotiation. A Vendor's discussions or negotiations respecting the Purchase Agreement will be limited to the Points for Negotiation submitted as part of its Phase 2 Submission.

(c) A Vendor that submits a Phase 2 Submission which does not include any Points for Negotiation will be deemed to make no Points for Negotiation and will be deemed to accept the Purchase Agreement with no amendments.

9.1.5 Phase 2 Submissions may be amended before the Phase 2 Deadline by submitting a written amendment or by making corrections, provided corrections are initialled by authorized representative(s) of the Vendor. Where a Vendor submits more than one Phase 2 Submission or part of a Phase 2 Submission before the Phase 2 Deadline, the last Phase 2 Submission or part of a Phase 2 Submission received shall supersede and shall invalidate all previous Phase 2 Submissions or parts of Phase 2 Submissions submitted by that Vendor.

9.2 DELIVERY OF PHASE 2 SUBMISSIONS

9.2.1 Vendors of Short-Listed Sites shall place all of the following in a sealed opaque envelope:

(a) the original completed and signed Phase 2 Submission Form; and

(b) all documents and other material submitted in response to Part 2 of Schedule B – Submission Requirements; and

(c) the Points for Negotiation, if any; and

(d) three (3) paper copies of all of the above; and

(e) an electronic copy of all of the above, in Adobe PDF readable format, on a USB flash memory stick clearly marked with the Vendor's name and the words "Phase 2 Submission for the New Hospital Site".

Ensure that the outside of the envelope bears the Vendor's return address and a label clearly identifying the Vendor and the RFP. In the event of any discrepancy between an original document submitted by a Vendor and a copy, whether in paper or electronic form, the original shall govern.

9.2.2 Vendors must deliver their Phase 2 Submissions to the Submission Location BEFORE the Phase 2 Deadline. Proposals which are submitted by fax, e-mail or any other means will not be considered.

9.2.3 Late Phase 2 Submissions will not be considered and will be returned unopened. In the event of a dispute over the time of submission, the time of receipt recorded by the Hospital at the Submission Location shall govern. Vendors are solely responsible for the method and timing of delivery of their Phase 2 Submissions to the Submission Location.

9.3 IRREVOCABILITY

9.3.1 Each Proposal shall be irrevocable and shall remain open for acceptance by the Hospital for the duration of the Irrevocability Period.

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9.4 OPENING OF PHASE 2 SUBMISSIONS

9.4.1 Only Phase 2 Submissions received at the Submission Location before the Phase 2 Deadline will be opened. All other Phase 2 Submissions will be returned unopened.

9.4.2 Phase 2 Submissions will be opened in private.

9.5 REQUESTS FOR ADDITIONAL INFORMATION

9.5.1 The Site Selection Subcommittee, through the RFP Coordinator, may contact any one or more Vendors of the Short-Listed Sites to make a Request for Additional Information. The process for making and responding to Requests for Additional Information is set out in Article 7.

10. EVALUATION OF PHASE 2 SUBMISSIONS, INVESTIGATION OF THE SHORT-LISTED SITES, AND IDENTIFICATION OF THE PREFERRED SITE

10.1 EVALUATION

10.1.1 The evaluation of Phase 2 Submissions will be conducted by the Site Selection Subcommittee, which may obtain the assistance of such consultants and advisors as the committee may deem appropriate. The following are illustrations of what the Site Selection Subcommittee and/or the consultants and advisors may do during the course of the evaluations:

(a) The Site Selection Subcommittee and/or the consultants and advisors may meet with and/or interview the authors and all others who participated in the preparation of reports and any other documents submitted as part of a Phase 2 Submission. Such meetings and/or interviews shall be held in private and without the Vendor or any of its representatives being present. The fact such activity(ies) are undertaken with respect to a Phase 2 Submission of one of the Vendors will in no way obligate the Site Selection Subcommittee to undertake such or any activity(ies) with respect to the Phase 2 Submission of any of the other Vendors.

(b) The Site Selection Subcommittee and/or the consultants and advisors may visit and/or investigate a Short-Listed Site. Such activity(ies) shall be carried out without the involvement or presence of the Vendor or any of its advisors. The fact such activity(ies) are undertaken with respect to a Short-Listed Site will in no way obligate the Site Selection Subcommittee to undertake such or any activity(ies) with respect to any of the other Short-Listed Sites.

10.1.2 Without limiting any of the other provisions of the RFP Documents, Phase 2 Submissions will be evaluated and the Preferred Site will be identified in accordance with Part 2 of Schedule E – Evaluation Criteria, as follows:

(a) Phase 2 Submissions will first be reviewed to confirm all Phase 2 Mandatory Requirements have been met. Only Phase 2 Submissions which meet all Phase 2 Mandatory Requirements will be considered and evaluated by the Site Selection Subcommittee.

(b) The contents of each Phase 2 Submission will be reviewed and the Short-Listed Sites may be investigated to confirm the completeness and accuracy of the information contained in each Proposal. As a result of such review and investigation activities the Site Selection Subcommittee may:

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(i) adjust the Phase 1 Score for a Short-Listed Site;

(ii) if the review and investigation identifies a Major Constraint, reject the Short-Listed Site and the Proposal, in its sole discretion.

(c) If, as a result of the adjustment made in accordance with paragraph 10.1.2(b)(i) a Phase 1 Score of a Short-Listed Site is scored below the Threshold then, subject to the sentence that follows, that Short-Listed Site will be removed from consideration for the Preferred Site, and the Phase 2 Submission for that Site will not be scored. If, as a result of the adjustment the Phase 1 Scores of all Short-Listed Sites are scored below the Threshold the Hospital, in its sole discretion, may:

(i) score one or more or all of the Phase 2 Submissions in accordance with paragraph 10.1.2(d) without regard to the Threshold; and/or

(ii) negotiate a Purchase Agreement with any Vendor of a Short-Listed Site; and/or

(iii) take any action in accordance with paragraph 12.1.4.

(d) The Phase 2 Submissions of all Short-Listed Sites with Phase 1 Scores (as they may have been adjusted in accordance with paragraph 10.1.2(b)(i)) that score at or above the Threshold will be scored in accordance with Part 2 of Schedule E – Evaluation Criteria. The points awarded will be the "**Phase 2 Score"** for each Site.

(e) The sum of the Phase 1 Score, as it may be adjusted in accordance with paragraph 10.1.2(b)(i), and the Phase 2 Score will be the "**Overall Score**" for a Short-Listed Site.

(f) Subject to the other provisions of the RFP Documents, the "**Preferred Site**" will be the Short-Listed Site with the highest Overall Score.

(g) Where there is a tie between the Overall Scores of two or more Short-Listed Sites, the tie will be broken in favour of the Site with the highest Phase 1 Score (as it may have been adjusted in accordance with paragraph 10.1.2(b)(i)). If a tie still exists, the tie will be broken in favour of the Site that received the highest score (as it may have been adjusted) in its Phase 1 Submission for Section 2.D – Accessibility. If a tie continues to persist, it will be broken in favour of the Site that received the highest score (as it may have been adjusted) in its Phase 1 Submission for Section 2.B – Site Development Potential.

10.2 PHASE 2 MANDATORY REQUIREMENTS

10.2.1 Only Phase 2 Submissions that meet all mandatory requirements listed below (collectively, the **"Phase 2 Mandatory Requirements"**) on a "pass/fail" basis will be considered and evaluated:

(a) The Phase 2 Submission includes a Phase 2 Submission Form and bears the original signature(s) of the duly authorized signing representative(s) of the Vendor.

(b) The Vendor covenants and agrees that, if the Site is identified as the Preferred Site, the date for the completion of the sale of the Site will be July 21, 2017.

10.2.2 If all of the Phase 2 Submissions fail at least one of the Phase 2 Mandatory Requirements the Hospital, in its sole discretion, may:

(a) evaluate one or more of the Phase 2 Submissions in accordance with paragraph 10.1.2 and treat such Submission(s) as having met all of the Phase 2 Mandatory Requirements; and/or

(b) negotiate a Purchase Agreement with any Vendor of a Short-Listed Site; and/or

(c) take any action in accordance with paragraph 12.1.4.

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10.2.3 If only one Phase 2 Submission passes all Phase 2 Mandatory Requirements the Hospital, in its sole discretion, may:

(a) evaluate such Phase 2 Submission but without any obligation to designate a Preferred Site; and/or

(b) negotiate a Purchase Agreement with the Vendor; and/or

(c) take any action in accordance with paragraph 12.1.4.

10.3 INVESTIGATION OF THE SHORT-LISTED SITES

10.3.1 By delivering a Phase 2 Submission each Vendor acknowledges and agrees and grants the Site Selection Subcommittee and its agents, consultants and other advisors access to the Short-Listed Site for the purpose of investigating the Site.

10.3.2 The purpose of the investigation is to confirm the completeness and accuracy of the information contained in each Proposal. The investigations will be conducted by such agents, consultants and other advisors as the Site Selection Subcommittee may deem appropriate.

11. HOSPITAL'S OPTIONS RELATED TO THE PREFERRED SITE

11.1 PRE-CONDITION TO THE EXECUTION OF THE PURCHASE AGREEMENT

11.1.1 Notwithstanding anything else contained in the RFP Documents, the execution of the Purchase Agreement, if any, shall be subject to the approval of the Board of Directors, in its sole and unfettered discretion. Vendors shall have no claims whatsoever against the Hospital, the RFP Coordinator, or any member of the Site Selection Subcommittee or the Steering Committee or the Board of Directors arising out of the Board of Directors' exercise of its authority, and/or in the event the Hospital, in its sole and unfettered discretion, and for any or no reason, decides not to sign the Purchase Agreement.

11.2 HOSPITAL'S OPTIONS

11.2.1 The Hospital will issue a written notice to the Vendor of the Preferred Site:

(a) accepting, if the Board of Directors so resolves, the Vendor's Proposal. Upon the Vendor's receipt of such written notice the Vendor shall sign the Purchase Agreement, incorporating any Points for Negotiation, and shall deliver the signed original to the Hospital within five (5) business days of its receipt of the same; or

(b) inviting the Vendor to enter into negotiations as described in Section 11.3.

11.3 NEGOTIATIONS

11.3.1 Upon a Vendor's receipt of a written notice referred to in paragraph 11.2.1(b) the Vendor shall immediately commence negotiations with the Hospital to settle all terms of the Purchase Agreement. In carrying out such negotiations:

(a) the Vendor will be limited to the issues, if any, raised in its Points for Negotiation and will not be permitted to raise or introduce any new issues relating to the Purchase Agreement;

(b) the Hospital shall not be limited in what it may explore or negotiate and may negotiate any aspect of the Vendor's Proposal; and

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(c) the Hospital and the Vendor shall use reasonable commercial efforts to settle all terms of the Purchase Agreement within the fifteen (15) business days next following the issuance of the written notice referred to in paragraph 11.2.1(b).

Notwithstanding such negotiations, the Vendor's Proposal shall remain valid and irrevocable and shall not be amended by the Vendor for the duration of the Irrevocability Period.

11.3.2 At any time during the negotiations the Hospital may issue a written notice accepting, if the Board of Directors so resolves, the Vendor's Proposal including any amendments agreed to during the negotiations. Upon the Vendor's receipt of the Hospital's written notice of acceptance the Vendor shall sign the Purchase Agreement, including any negotiated amendments, and shall deliver the signed original to the Hospital within five (5) business days of its receipt of the same.

11.3.3 In addition to the Hospital's other rights, if the negotiations between the Hospital and the Vendor are unsuccessful or if the Hospital determines that it is unlikely to reach final agreement on all terms of the Purchase Agreement within the time specified in paragraph 11.3.1(c), the Hospital may, in its sole discretion, and without in any way limiting any other recourse that it may have:

(a) continue negotiating with the Vendor;

(b) suspend negotiations with the Vendor, without rejecting its Proposal, and revoke the "Preferred Site" designation for the Vendor's Site, and:

(i) select as the new Preferred Site the Short-Listed Site with the next highest Overall Score and proceed as provided in this Article 11, starting from Section 11.2; or,

(ii) at its sole discretion, select as the new Preferred Site a Short-Listed Site that had previously been designated as a "Preferred Site", issue a written notice to the Vendor of that Site that the Site has been re-selected as the Preferred Site, and proceed as provided in this Article 11, starting from Section 11.2.

12. THE HOSPITAL'S RIGHTS

12.1.1 In addition to any other express rights contained in the RFP Documents or any other rights which may be implied in the circumstances, the Hospital reserves the right to exercise any or all or a combination of the rights described in this Article 12. The Hospital shall not be liable for any costs, expenses or damages incurred or claimed by a Vendor resulting from the Hospital's exercise of any of its rights.

12.1.2 A Vendor's submission or the Site Selection Subcommittee's opening and/or evaluation of any Phase 1 Submissions, even where only one Phase 1 Submission is received before the Phase 1 Deadline and/or where only one Phase 1 Submission meets all Phase 1 Mandatory Requirements, will not obligate the Hospital to select any Short-Listed Sites, issue Short-List Notices, or proceed further with this RFP.

12.1.3 A Vendor's submission or the Site Selection Subcommittee's opening and/or evaluation of any Phase 2 Submissions, even where only one Phase 2 Submission is received before the Phase 2 Deadline and/or where only one Phase 2 Submission meets all Phase 2 Mandatory Requirements, will not obligate the Hospital to designate a Preferred Site, accept any Proposal, negotiate or sign the Purchase Agreement, or to proceed further with this RFP.

12.1.4 The Hospital may, in its sole discretion, and for any or no reason:

(a) reject any or all Submissions;

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(b) reject the whole or any part of any Proposal;

(c) accept the whole or any part or any Proposal;

(d) cancel this RFP at any time before signing the Purchase Agreement;

(e) cancel this RFP at any time before signing the Purchase Agreement and issue a new procurement process for the purchase of a site for the Facility.

12.1.5 The Hospital reserves the right to:

(a) waive minor errors and matters of non-compliance contained in a Submission;

(b) adjust the Phase 1 Score, the Acquisition Cost, the Acquisition Score and/or the Phase 2 Score or reject a Submission or a Proposal on the basis of:

(i) information provided by a Vendor in response to a Request for Additional Information;

(ii) information obtained by the Hospital during the RFP process; and/or

(iii) information obtained by the Hospital during its evaluation of a Proposal and/or investigation of a Site;

(c) reject a Submission, Proposal, Site and/or a Short-Listed Site on the basis of a Major Constraint;

(d) remove a Short-Listed Site from consideration where, as a result of an adjustment made pursuant to paragraph 10.1.2(b)(i), the Phase 1 Score for such Site scores below the Threshold;

(e) disqualify any Vendor whose Submission contains misrepresentations or any other inaccurate or misleading information relating to matters which the Hospital, in its sole discretion, considers material;

(f) sign the Purchase Agreement with other than the Vendor with the lowest Base Price or the lowest Acquisition Cost.

13. GENERAL

13.1 PROHIBITION ON LOBBYING / COLLUSION

13.1.1 The prohibitions imposed in this Section 13.1 shall apply from the date this RFP is issued until the earlier of (a) the date the Purchase Agreement is signed, and (b) the date this RFP is cancelled.

13.1.2 Vendors and their directors, officers, employees, consultants, agents, advisors and other representatives are strictly prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP. Without limiting the generality of the foregoing, and except as provided in the RFP Documents, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Hospital, the Board of Directors, the Steering Committee, or the Site Selection Subcommittee in connection with this RFP.

13.1.3 A Vendor shall not discuss or communicate, directly or indirectly, with any other Vendor any information whatsoever regarding the preparation of a Submission. Vendors shall prepare and deliver Submissions independently and without any communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Vendor.

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13.1.4 Failure of any Vendor to comply with this Section 13.1 may result in the disqualification of the Vendor and the rejection of its Submission(s) and/or Proposal.

13.2 CONFIDENTIALITY AND FIPPA

13.2.1 By delivering a Submission, Vendors acknowledge that the contents of their Submissions will be disclosed to the Site Selection Subcommittee and others, including the Steering Committee and the Board of Directors. The Hospital will use reasonable efforts to protect sensitive and confidential information provided by the Vendors, however, the Hospital accepts no liability in the event that such information is disclosed even if the Hospital, its advisors, staff, Board of Directors, members of the Steering Committee, the Site Selection Subcommittee, or any other person associated with the Hospital may have been negligent with respect to such disclosure.

13.2.2 The Hospital may be required to disclose parts or all of a Submission and/or Proposal pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) or other legislation. Subject to the provisions of such legislation, the Hospital 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 if such information is disclosed based on an order or decision made under such legislation or any other applicable law. By delivering a Submission each Vendor agrees to such disclosure and releases the RFP Coordinator, the Steering Committee, the Site Selection Subcommittee, the Board of Directors, and the Hospital from any liability for the same.

13.3 PUBLIC STATEMENTS

13.3.1 Vendors shall not publish, issue, advertise, distribute or make any statements, postings, blogs or news releases, electronic or otherwise, concerning this RFP, without the prior express written consent of the Hospital. A Vendor's failure to comply with this paragraph may result in the disqualification of the Vendor and the rejection of its Submission(s) and/or Proposal.

13.4 LIMIT OF THE HOSPITAL'S LIABILITY

13.4.1 The liability of the Hospital to any Vendor for any claims arising out of this RFP including:

(a) claims arising from the Hospital's negligence, wilful misconduct or other conduct; and/or

(b) claims arising from the Hospital's breach of any contractual or other relationship or obligation that may arise as a result of a Vendor's participation in this RFP and/or delivery of Submission(s),

shall be limited to the lesser of (i) the Vendor's reasonable demonstrated costs of preparing its Submission(s), and (ii) the sum of $15,000.

13.5 DEBRIEFING

13.5.1 A Vendor that desires a debriefing shall submit a written request to the RFP Coordinator within sixty (60) days after the Hospital posts the name of the successful Vendor on its website, failing which no debriefing will be provided. Debriefings will be held in person or by telephone conference call, at the Hospital's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the Hospital.

13.5.2 Evaluations and rankings of Submissions are confidential and during a debriefing the Hospital will not provide critiques or discuss the scores or the merits of any Site(s) or Submission(s) other than the Site and Submission(s) of the Vendor that requested the debriefing.

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13.6 DISPUTES

13.6.1 In the event of a dispute arising in connection with this RFP including, without limitation, a dispute as to whether the Submission of any Vendor was delivered on time or whether a Submission complies with the applicable mandatory requirements, the parties to the dispute agree:

(a) to use their best efforts to resolve the dispute through amicable and good faith negotiations for a period of at least fifteen (15) days, having such written and oral communications and meetings as appropriate;

(b) if the dispute is not resolved through negotiations the Hospital, in its unqualified subjective discretion, may refer the dispute to confidential binding arbitration before a single arbitrator, selected by the Hospital, at Windsor, Ontario pursuant to the *Arbitration Act, 1991* (Ontario), as amended. In the event that the Hospital refers the dispute to arbitration, each Vendor agrees that it is bound to arbitrate such dispute with the Hospital. Unless the Hospital refers such dispute to arbitration, there shall be no arbitration of such dispute.

13.6.2 The Hospital may give notice of a dispute to one or more Vendors, each of whom shall be a party to and shall be entitled to participate in the negotiation and/or arbitration, as the case may be and, in the case of arbitration, each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.

13.6.3 In the event the Hospital refers a 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 shall submit to an arbitration hearing which shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award. The costs of the arbitrator and the venue shall be shared equally among the parties to the arbitration.

13.7 GOVERNING LAW

13.7.1 This RFP and the RFP Documents shall be construed in accordance with and shall be governed by the laws of the Province of Ontario and each of the Vendors attorns to the exclusive jurisdiction of the courts of Ontario.

END OF DOCUMENT

FOR INFORMATION ONLY

SCHEDULE A –
NOTICE OF INTENT TO ATTEND VENDORS' MEETING

TO: Windsor Regional Hospital
Attention: Kevin Marshall
via e-mail to "SiteSelection@wrh.on.ca"

I/We the undersigned, being the registered owner of the property known municipally as

_____

[insert municipal address of the Site]

hereby:

(a) confirm receipt of the RFP Documents; and

(b) give notice of my/our intent to attend the Vendors' information meeting. A total of _____ persons will attend. **NOTE: Maximum number of attendees is 5 per Vendor.**

I/We understand that only Vendors who complete and submit this Notice of Intent in accordance with and by the time stated in the Instructions to Vendors will be eligible to receive an invitation to attend the Vendors' information meeting.

Name of Vendor:

_____

Business Address:

_____

_____

Phone: _____ **Fax:** _____

Contact name and information:

Name and Title _____ **Phone:** _____

Fax: _____ **E-mail:** _____

NOTE: Vendors must complete, scan and e-mail this Schedule to Kevin Marshall at "SiteSelection@wrh.on.ca" by the end of the day on August 20, 2014 in order to be eligible to receive an invitation to attend the Vendors' information meeting.

END OF SCHEDULE

FOR INFORMATION ONLY

SCHEDULE B – SUBMISSION REQUIREMENTS

This Schedule is divided in 2 Parts. Part 1 sets out the information and documents that all Vendors are to submit as part of their Phase 1 Submission. Part 2 lists the material that is to be submitted as part of a Phase 2 Submission by those Vendors who receive Short-List Notices notifying them that their Site has been identified as a Short-Listed Site.

It is important that Vendors present the information required by this Schedule so that it can be readily understood and evaluated. A Vendor's Submission should address all of the items set out in each Part of this Schedule in the order in which they appear and using the same headings and tab numbering sequence. A Vendor's failure to follow instructions or failure to provide a full response to this Schedule may have an adverse impact on the evaluation of its Submission.

Vendors should not assume that the Hospital or any member of the Site Selection Subcommittee has any knowledge of any proposed Site and should ensure that all required information is submitted as part of the Vendor's Submission.

DEFINITIONS

Capitalized terms used in this Schedule and not otherwise defined shall have the meanings assigned to them in the Instructions to Vendors.

PART 1 – PHASE 1 SUBMISSION REQUIREMENTS

All Vendors are to submit a Phase 1 Submission that responds to the requirements set out below in this Part 1 of this Schedule B – Submission Requirements.

Format of the Phase 1 Submissions

Phase 1 Submissions should be tabbed as follows:

Tab 1	Completed and signed Phase 1 Submission Form including any attachments
Tab 2	Site survey
Tab 3	Title search

1. **Tab 1 – Phase 1 Submission Form**

   Submit a completed and signed Phase 1 Submission Form (Schedule C) providing all of the information requested, including the narrative response in the "Vendor Response" column in Section 2 of the Form. Where there is insufficient space to permit a full response in the "Vendor's Response" column, include one or more attachments providing the answer requested. Each attachment should be clearly marked with the item number and description of the requirement.

2. **Tab 2 – Response to Section 1.A of the Phase 1 Submission Form**

   Submit a survey of the Site prepared by an Ontario Land Surveyor.

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3. **Tab 3 – Response to Section 1.B of the Phase 1 Submission Form**

Submit a current (not more than 30 days old) title search for the Site showing all encumbrances, easements and other clouds / restrictions on title.

PART 2 – PHASE 2 SUBMISSION REQUIREMENTS

Only Vendors who receive Short-List Notices notifying them that their Site has been identified as a Short-Listed Site are to submit a Phase 2 Submission that responds to the requirements set out below in this Part 2 of this Schedule B – Submission Requirements.

Format of the Phase 2 Submissions

Phase 2 Submissions should be tabbed as follows:

Tab 1	Completed and signed Phase 2 Submission Form
Tab 2	Points for Negotiation (if any)
Tab 3	Geotechnical / Hydrogeological report
Tab 4	Environmental report
Tab 5	Archaeological report
Tab 6	Site servicing report
Tab 7 (if needed)	Updated Site survey

1. **Tab 1 – Phase 2 Submission Form**

Submit a completed and signed Phase 2 Submission Form (Schedule D) providing all of the information requested.

2. **Tab 2 – Points for Negotiation (if any)**

(a) If a Vendor wishes to negotiate any terms of the Purchase Agreement it must submit a separate sheet clearly identifying each term or provision of the Purchase Agreement which the Vendor would like to negotiate and each proposed amendment, the reason for each proposed amendment, and include proposed replacement wording or terms for each such term or provision. The Hospital will not consider, and a Vendor will not be entitled to discuss or negotiate any issues relating to the Purchase Agreement unless such issues have been included in a Vendor's Phase 2 Submission. A Vendor that submits a Phase 2 Submission which does not include any Points for Negotiation will be deemed to make no Points for Negotiation and will be deemed to accept the Purchase Agreement with no amendments.

(b) Without limiting any of the Hospital's rights, a Vendor's discussions or negotiations respecting the Purchase Agreement will be limited to the Points for Negotiation submitted as part of the Phase 2 Submission.

(c) Vendors are cautioned that the nature and extent of the Points for Negotiation may result in a reduction of the Phase 2 Score.

FOR INFORMATION ONLY

3. **Tab 3 – Preliminary Geotechnical / Hydrogeological Investigation Report**

Submit a report of a recent (not more than 2 years old) preliminary geotechnical / hydrogeological investigation that outlines the implications of the Site conditions as such conditions would impact the design and construction of a hospital. The report should reference issues relating to static groundwater levels, hydrological constraints, construction dewatering, infiltration rates of existing soils, and geotechnical considerations and constraints of the Site. The report should include records of at least six (6) boreholes that are mapped indicating a representative sampling of the overall Site conditions.

Where the report indicates conditions that would require special measures or provisions to enable footings and/or foundations for a hospital to be constructed, the report should also identify the conditions and the measures required to overcome them.

4. **Tab 4 – Environmental Report**

Submit a report of a recent (not more than 6 months old) phase 1 environmental assessment of the Site. If contaminants are identified, the report should include an opinion of probable cost to remediate the Site in order to receive a record of site condition from the Ministry of Environment, as well as an estimate of the time needed to obtain all required permits and clearances that would permit the development and construction of a hospital.

5. **Tab 5 – Archaeological Report**

Submit a report of a recent (not more than 2 years old) stage 1 archaeological assessment of the Site and identify any potential constraints on the Site. If constraints are identified, the report should include an opinion of the time and cost likely to be incurred to obtain a determination of the significance of the conditions, consultation / approval of authorities having jurisdiction, and the cost to preserve or remove the archaeological material if found to exist.

6. **Tab 6 – Preliminary Site Servicing Report**

Submit a recent (not more than 6 months old) preliminary site servicing report that identifies the provision of sanitary, water, storm, electrical and natural gas services to the Site. The report should identify existing services and those proposed, as well as where they are in the municipal capital budget timing, and those that the Facility would be responsible for. Looping (or two feeds) of water and electrical power is required for the Facility and the report should demonstrate how they can be provided to the Site. The report should demonstrate and confirm that existing infrastructure can accommodate the proposed use or, alternatively, should provide a cost estimate to increase the services. The report should also include an opinion of probable cost to install any required services that are not currently available.

7. **Tab 7 – Updated Site Survey**

If the Site survey submitted as part of the Phase 1 Submission is more than 5 years old, submit a recent (not more than 6 months old) survey of the Site prepared by an Ontario Land Surveyor.

END OF SCHEDULE

FOR INFORMATION ONLY

SCHEDULE C –
PHASE 1 SUBMISSION FORM

TO: Windsor Regional Hospital
Attention: Kevin Marshall
"SiteSelection@wrh.on.ca"

Name of Vendor:

_____

Business Address:

_____

_____

Phone: _____ **Fax:** _____

Contact name for future correspondence and inquiries:

Name and Title _____ **Phone:** _____

Fax: _____ **E-mail:** _____

Municipal Address of the Site:

_____

_____

We have read and fully understand the requirements of the RFP, including all of the Schedules and addenda issued, and we hereby submit the documents and other material required by Part 1 of Schedule B – Submission Requirements. We further understand, acknowledge and agree that:

(a) **the preparation of our Phase 1 Submission, its delivery, and the Hospital's opening and evaluation of our Submission will not create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), between us and the Hospital;**

(b) **the Hospital has no obligation to identify any Short-Listed Sites, issue any Short-List Notices, or to proceed further with this RFP.**

We hereby represent that the information, documents and other materials provided in or attached to this Phase 1 Submission Form fully respond to Part 1 of Schedule B – Submission Requirements and are complete and accurate in all respects.

FOR INFORMATION ONLY

DEFINITIONS

Capitalized terms used in this Schedule and not otherwise defined shall have the meanings assigned to them in the Instructions to Vendors

COMPLETION OF PHASE 1 SUBMISSION FORM

Vendors must submit all of the information requested below. Except for Section 1, the order and identification of each requirement follows Part 1 of Schedule E – Evaluation Criteria. For ease of reference, the "Assessment Definition" for each criterion is set out below.

For each requirement listed in Section 2, Vendors must insert the information requested directly in the "Vendor's Response" column. Where there is insufficient space to permit a full answer, a Vendor may attach a document providing the answer requested and note in the space provided in the "Vendor's Response" column that there is an attachment providing the response. The attachment should be clearly marked with the item number and title of the requirement to avoid uncertainty.

Where the requirement calls for the delivery of a document the "Vendor's Response" column should be completed by describing the document (eg., Site survey) and noting that the document is attached. Clearly mark the attached document with the item number and title of the requirement.

Vendors should not attempt to fulfill a requirement by providing a website address or by reference to a report or other document. The Hospital will not consider requirement items that are addressed in this manner. Responses should be provided in or attached to this Phase 1 Submission Form.

PHASE 1 SUBMISSION ITEMS

SECTION 1

A. Site Survey

Requirement: Provide a survey of the Site prepared by an Ontario Land Surveyor.

Response: _____

B. Title Search

Requirement: Provide a current (not more than 30 days old) title search for the Site showing all encumbrances, easements and other clouds/restrictions on title.

Response: _____

FOR INFORMATION ONLY

SECTION 2

A. General Land Use Conformity

	Item Description	Assessment Definition	Response Required	Vendor Response
1.	Official Plan Designation	An official plan describes upper, lower or single-tier municipal council's policies on how land should be used. An official plan deals mainly with issues such as: where new housing, industry, offices, etc. should be located, what services are needed to support new development, and where the urban boundary is. The importance of the official plan designation is whether the subject property's regulations permits a hospital. The official plan has specific policies surrounding institutional uses and the Vendor must demonstrate that the policies have been met. Should the land use not be an institutional designation within the official plan then an official plan amendment would be required which would result in additional time and resources. It is also important to examine the compatibility of adjacent land uses (existing and future, if known) so one can be aware if the hospital will be adjacent to a compatible land use and that the majority of the land is in a designation that is not constrained by environmental features.	Provide a summary of official plan designation for the Site.	
2.	Zoning	A Zoning By-law provides specific provisions and regulations for all development. Zoning By-laws regulate the use of land, buildings and other structures. The zoning of a site regulates the uses that are allowed on a property as well as where buildings can be located on a site, the lot sizes, dimensions, parking requirements, building heights and setbacks from the street. The importance of zoning is whether or not the proposed use is permitted within the Zoning By-Law as well as whether the proposed building	Provide summary of Site zoning.	

FOR INFORMATION ONLY

Item Description	Assessment Definition	Response Required	Vendor Response
	footprint and site layout fits within the requirements of the By-Law. A Zoning By-Law amendment can be applied for (e.g. if a use is not permitted or a building height exceeds the maximum requirement) if required, however, this also adds additional time and resources. In most cases, an amendment will be required; however, heavy industrial zones, prime agricultural lands, protected employment lands and environmental lands may not be appropriate.		
3. Impact of Restrictions (By-laws, Rights-of-Way, Easements)	There should be no restrictions on the use of the property, including below grade services easements. In essence, the property should have clear title. Particular attention should also be paid to municipal drains.	Provide information on any restrictions, including prescriptive rights, if not described in the Site survey or in the title search for the Site.	

B. Site Development Potential

Item Description	Assessment Definition	Response Required	Vendor Response
4. Parcel (Shape and Geometry)	The parcel size must plan for potential physical and site needs of the Facility over a 5, 10, 20, 50 and 100 year timeframe that ensures best use of significant and long term government commitment. It should provide flexibility to accommodate major changes in health care delivery and/or program requirements. The parcel shape should allow for a development pad that would accommodate a hospital. The pad should generally be rectangular and sized to allow maximum ground floor coverage. The shape and geometry should be such as to accommodate the hospital itself, ancillary buildings, along with parking.	Provide any additional information not reflected in the Site survey or the Site title search.	

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	Item Description	Assessment Definition	Response Required	Vendor Response
5.	Parking potential	Parking is generally defined by two criteria: the Municipal Zoning By-law and anticipated use. Hospital uses are often 1 space per bed. The second criterion is typical patient usage and need. A range of 1 space per 45m² to 60m² gross floor area is suggested to be optimal for a long term build out scenario. Surface parking will be preferred. Parking is to be calculated on the basis of 139,354m² GFA.	Provide estimated parking spaces available and indicate how many of those spaces are surface parking.	
6.	Flexible Site Development / Campus Planning Scenarios	The Site should be large enough to accommodate the proposed uses as well as future buildings, structures, parking, landscaped garden areas, etc., including allied services and potential research uses.	Provide any information respecting Site development not available from the Site survey.	
7.	Expansion Scenarios	The Site should be large enough that future expansions can occur within the property to accommodate future projected population growth. A full regeneration of the proposed hospital should be accommodated on the Site by having enough land access.	Provide any information respecting expansion scenarios not available from the Site survey.	
8.	Parcel Size (including future growth)	The parcel size must plan for potential physical and site needs of the Facility over a 5, 10, 20, 50 and 100 year timeframe that ensures best use of significant and long term government commitment. It should provide flexibility to accommodate major changes in health care delivery and / or program requirements. For future expansions to accommodate growth and future replacement/renewal, the Ministry favours a minimum area of 40 acres of developable land (i.e. not constrained with environmental features) with 50 acres being preferred. Nevertheless, property less than this favoured or preferred parcel size will be considered.	Provide any information on future growth not available from the Site survey.	

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C. Community Relationship

	Item Description	Assessment Definition	Response Required	Vendor Response
9.	Service Catchment Area	Consideration should be given to the surrounding population (current and future) numbers as an area with a higher density would be more desirable for a variety of reasons (e.g. distance of travel, services a greater number of people within a smaller area). Future population within an area should be considered to ensure that proper services will be available. Thought should also be given to distance to hospice, long term care homes, other health services such as police, fire and EMS.	Provide names of and distances from the Site to hospice, long term care and other allied healthcare facilities as well as police, fire and EMS.	
10.	Provisions for any Allied Services -- on site or adjacent to site (e.g. Long Term Care, Pharmacy, Office)	Consideration should be given as to whether it would be desirable to bring allied facilities close to the Facility to form a campus arrangement. This may or may not involve reserves for a medical office building, long term care or smaller components within the Facility such as commercial pharmacy, restaurants or other retail outlets. These facilities should be accommodated on the Site, but may also spur similar development in the neighbourhood.	Provide realistic suggestions for the creation of adjacent or Site located allied services such as long term care, pharmacy, medical office building and similar developments.	
11.	Relationship to other supportive Institutions (Research or Education)	The Facility should locate in an area where other supporting institutions are within reasonable proximity, such as houses of worship, long term care facilities, hotels, medical, clinical and allied health education and research facilities, etc.	Provide names of and distances from the Site to institutions such as research facilities (private or public), universities, community colleges and technical schools. Provide the names of and distances from the Site to houses of worship, hotels, and primary and secondary schools.	
12.	Neighbourhood	The image of the hospital and the acceptance of the community are important parameters in	Describe the nature of the existing adjacent	

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	Item Description	Assessment Definition	Response Required	Vendor Response
	Compatibility	acceptance of the hospital in the community. The Facility and location must present a welcoming public image from the point of health care access. The Site must be located in an area where the hospital would be compatible with existing uses, now and within future policy directions.	neighbourhood uses / occupation today and expected uses / occupation in the future.	
13.	Site Amenities (trails, parks, restaurants, shopping)	Nearby amenities to the Site can enhance a person's experience, The Site should have trails and walkways within the Site that connect to the bigger municipal system. Nearby commercial uses add to the location of a hospital for visitor and employee convenience.	Provide the names of and distances from the Site to nearby trails, parks, restaurants and shopping.	

D. Accessibility

	Item Description	Assessment Definition	Response Required	Vendor Response
14.	Visibility	The Facility must have good visibility from major thoroughfares.	Provide a brief description of how a hospital facility on the Site would achieve visibility from adjacent thoroughfares.	
15.	Proximity to existing EMS / Police / Patient Transfer Sites / Disaster Preparedness	Access to the Facility must be well delineated and acceptable to emergency service providers. The routes and the Facility location must be convenient to the geographic region, with alternative pathways identified should primary ones be obstructed. Travel time for existing and proposed emergency services sites to the hospital is a factor in the location of the hospital (i.e. EMS response times). Location should be in an area that would support disaster preparedness planning by EMS, police and fire services.	Provide currently available routes and alternative routes to the Site for emergency services such a police, fire and EMS. Provide a narrative indicating how the Site is compatible with current disaster preparedness plans.	
16.	Roadway capacity	The road network must be able to support or add capacity to support the existing average daily trips in	Provide names of and distances from the Site to arterial roads	

FOR INFORMATION ONLY

Item Description	Assessment Definition	Response Required	Vendor Response
	addition to those anticipated as the population grows. Road networks currently operating at a level 'd' or greater may have long term congestion issues. If a roadway is planned for expansion, this may not be an issue.	(four lane municipal, county or provincial roads).	
17. Arterial / Collector Road Access	In keeping with the goal of situating the Facility in close proximity to population, the Facility should be located with close access to major transportation corridors within the tributary region. Typically, most hospitals have an address on an arterial road or equivalent. They also should have close access to major roadways for connectivity to Regional communities.	Provide description of how a hospital on the Site could be situated to have either an address on an arterial road or close access to such a thoroughfare.	
18. User Access (roadway, drop-off, loading)	Access, drop off requirements and shipping and receiving are inevitably linked to a site layout. Functionally it is assumed there will need to be reasonable access for wheel-trans, patient transfer vehicles, emergency vehicles and the like with protected drop-off at main and secondary entrances. A reasonable assumption would be three loading bays plus any refuse/recycling holding. Wherever possible truck and transfer vehicles should be separated from ambulatory visitor drop-off. Overall a Site area ratio may be in the range of 15-25%. Control of signalization and other traffic planning aspects may be required.	Provide a description of how the Site can be made to facilitate patient access/egress and shipping and receiving.	
19. Transit Route (Established or Potential) to and on the site	The user access area should front a local transit route in order to best serve the entire population and to encourage staff, visitors and patients to use public transit when appropriate. A Site could also have potential for a transit route which could be found in the Transportation Master Plan.	Identify currently available transit routes serving the Site and, where the Site is not currently served by transit, indicate the likelihood of transit becoming available to the Site, based on the Transportation Master Plan.	

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	Item Description	Assessment Definition	Response Required	Vendor Response
20.	Safe and convenient access for pedestrians / bicycles / e-bikes	Municipal sidewalks should be available or planned for the roads leading to the Site and in particular to the user access points. Bike routes should be safe and the preference is for dedicated on road bike lanes.	Explain how the Site can be made to tie into the municipal sidewalk system, planned roads and current or future bike routes.	
21.	Two Road Frontage (Established or Potential)	The Site must have more than one main entrance route in case a secondary access route is required.	If not indicated on the Site survey, describe how the Site provides a primary and secondary access from existing thoroughfares.	
22.	Distance to United States Border Crossing	Patient transfers occur at various border crossings. Routes and travel times need to ensure ease of access.	Provide the distance by road (in kilometres) from the Site to an United States border crossing.	
23.	Helicopter Flight Potential / Proximity / Access to Fixed Wing Aircraft Landing	The Site should be able to accommodate a helicopter landing area. As a result, the Site must be free from adjacent tall buildings greater than 30m in height and out of the air path of the Windsor airport. Accessibility to the airport with effective travel routes is also required for patient transfers in order to accommodate all condition (all-weather) navigation.	Identify any Site characteristics that would prevent the establishment and use of a helipad on the Site. Provide distance (in kilometres) from the Site to Windsor airport.	

E. Site Conditions

	Item Description	Assessment Definition	Response Required	Vendor Response
24.	Topography	The Site should be relatively flat without too many grade changes in order to reduce the amount of cut and fill grading activities that would occur during construction.	Describe any features of the Site that involve a change of elevation of more than plus or minus two metres.	

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Item Description	Assessment Definition	Response Required	Vendor Response
25. Servicing (Established or Potential, Redundant Services for Electrical and Water required)	The Site should have capacity to support the Facility. Electrical, water, sewer, gas and other services should be in place now or by the time construction is scheduled to start. There are special considerations for plumbing and electrical systems in health care facilities. Access to two feeds for electrical and water should be available to the Site.	Provide the distance (in kilometres) from the Site boundary to the nearest point for interconnection to municipal services such as electrical, water and sewer.	
26. Drainage	The Site must have the ability to provide for storm water retention on Site or in a nearby storm pond or in municipal storm water pipes.	Provide the distance (in kilometres) from the Site boundary to the nearest point for interconnection to municipal storm sewers.	
27. Heritage and Environmental Features (Rivers / Streams) / Archaeological	The Site should have no heritage or environmental features, unless the Site exceeds the minimum size requirement. These types of features require additional study prior to site plan approvals, and may involve setbacks from the feature as well as flooding concerns in some areas. An archaeological impact assessment could be required where potential impacts to archaeological resources are identified.	Provide a declaratory statement indicating whether there are or are not heritage or environmental features on or under the Site (rivers / streams / archaeological / designated substances). Provide a declaratory statement as to the prior use and occupations of the Site.	
28. Vegetation	The Site should not impinge on native wooded areas. A vegetation management plan would be required if there are trees that provide linkages to wildlife corridors, contain significant species, or provide breeding habitats for migratory birds. Vegetation also limits the season in which work on site can be done if it is found to be habitat for breeding birds. Replacement tree programs	To the extent not described in the Site survey, provide a graphic indication of those parts of the Site that are currently covered by trees.	

FOR INFORMATION ONLY

Item Description	Assessment Definition	Response Required	Vendor Response
	may be required if proposing to remove any species greater than 10 cm in diameter.		
29. Protected Wetlands	Wetlands are often regulated in the municipal policy documents and through the local conservation authority. Depending on the type of wetland, development of any kind may be prohibited and thus that area of land will not be available for hospital use. The size of the wetland area will impact the suitability of the Site. It would be negative if the Site was majority wetland (i.e. there would be no room to build). A positive would be if there was a small wetland which would create a natural feature and/or a visual enhancement on site.	Provide a declaratory statement as to whether there are any protected wetlands, environmental areas or species at risk on the Site.	

F. Microclimate

Item Description	Assessment Definition	Response Required	Vendor Response
30. Wind	The user access area should be free of downward draft from adjacent buildings or structures. Avoidance of north entrances which offer little winter sunlight, and exposure to cold northern winds. The Site must also consider any required setbacks from existing wind farms.	Provide graphic indication of any buildings or structures adjacent to the Site that impact either wind patterns on the Site or the obstruction of sunlight.	
31. Noise	The Site should not be adjacent to any generator of noise that may impact the quality of experience for patients and staff within the hospital or on the grounds.	Provide a declaratory statement respecting proximity of any noise generating facilities.	
32. Air quality	The Facility should not be downwind of any noxious fume generator or subject to other flows of effluent. The Site should be free of designated substances.	Provide a declaratory statement respecting designated substances on or under the Site. If the statement indicates that the Site is not free of designated	

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Item Description	Assessment Definition	Response Required	Vendor Response
		substances, provide any reports or other documentation respecting such designated substances and/or a description of what the Vendor understands to be present on the Site.	

REPRESENTATIONS

We represent and warrant that:

(a) the undersigned is the registered owner of the Site or the undersigned has the power and authority to bind the Vendor and to enter into a Purchase Agreement for the conveyance of the Site should it be selected as the Preferred Site; and

(b) if the Site is selected as the Preferred Site we covenant and agree that the date for the completion of the sale of the Site will be July 21, 2017.

Signed and submitted for and on behalf of:

VENDOR _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Vendor named above

END OF SCHEDULE

FOR INFORMATION ONLY

SCHEDULE D –
PHASE 2 SUBMISSION FORM

TO: Windsor Regional Hospital
Attention: Kevin Marshall
"SiteSelection@wrh.on.ca"

Name of Vendor:

_____

Business Address:

_____

_____

Phone: _____ **Fax:** _____

Contact name for future correspondence and inquiries:

Name and Title _____ **Phone:** _____

Fax: _____ **E-mail:** _____

Municipal Address of the Site:

_____

_____

We have read and fully understand the requirements of the RFP, including all of the Schedules and addenda issued, and we hereby submit the documents and other material required by Part 2 of Schedule B – Submission Requirements. We further understand, acknowledge and agree that:

(a) **the preparation of our Phase 2 Submission, its delivery, and the Hospital's opening and evaluation of our Submission will not create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), between us and the Hospital;**

(b) **notwithstanding that the Site has been selected as a Short-Listed Site, the Hospital has no obligation to designate a Preferred Site, accept any Proposal, negotiate or sign a Purchase Agreement, or to proceed further with this RFP.**

We hereby represent that the documents and other material attached to this Phase 2 Submission Form fully respond to Part 2 of Schedule B – Submission Requirements, and are complete and accurate.

FOR INFORMATION ONLY

SCHEDULE D – PHASE 2 SUBMISSION FORM

DEFINITIONS

Capitalized terms used in this Schedule and not otherwise defined shall have the meanings assigned to them in the Instructions to Vendors.

PHASE 1 SUBMISSION

We represent and warrant that our Phase 1 Submission, including our completed Phase 1 Submission Form and all documents and other material attached and submitted as part of our Phase 1 Submission, are incorporated herein by reference and shall be deemed to be an integral part of our Proposal.

OFFER

(a) Base Price

Having carefully examined the RFP Documents, including all of the Schedules and including addendum number(s) _____, and subject to our Points for Negotiation, if any, we offer to enter into the Purchase Agreement with the Hospital for the following all-inclusive lump sum Base Price:

CDN $ _____ ***[state in figures only, excluding applicable taxes]***

(b) Deposit

We agree that the deposit to be paid by the Hospital to the Vendor on execution of the Purchase Agreement and to be credited toward the Base Price on completion of the sale, if the Site is selected as the Preferred Site and a Purchase Agreement is signed, shall be the lesser of (1) the Base Price, and (2) $200,000.

POINTS FOR NEGOTIATION

We understand and acknowledge that if we wish to negotiate any terms of the Purchase Agreement we are to attach a separate sheet clearly indicating and identifying each term or provision of the Purchase Agreement which we would like to negotiate and each proposed amendment, the reason for each proposed amendment, and are to include proposed additional or replacement wording for each such term or provision. We further understand, acknowledge and agree that:

(a) the Hospital will not consider and we will not be entitled to discuss or negotiate any issues relating to the Purchase Agreement unless such issues have been included in our Points for Negotiation;

(b) our discussions or negotiations respecting the Purchase Agreement will be limited to the Points for Negotiation submitted as part of our Phase 2 Submission and we will not be permitted to raise or introduce any new issues relating to the Purchase Agreement;

(c) if our Phase 2 Submission does not include any Points for Negotiation we will be deemed to make no Points for Negotiation and will be deemed to accept the Purchase Agreement with no amendments; and

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(d) the Hospital shall not be limited in what it may explore or negotiate and may negotiate any aspect of our Proposal.

ATTACHMENTS

We have attached the following reports required in response to Part 2 of Schedule B – Submission Requirements:

(a) Geotechnical / Hydrogeological Report prepared by: _____
_____

(b) Environmental Report prepared by: _____

(c) Archaeological Report prepared by: _____

(d) Site Servicing Report prepared by: _____

(e) Site survey prepared by: _____
(only required where the survey submitted as part of the Phase 1 Submission is more than 5 years old).

DECLARATIONS AND REPRESENTATIONS

1. We declare that our Proposal is not made in connection with any other Vendor and is, in all respects, made without collusion or fraud.
2. We acknowledge and agree that our Proposal is irrevocable and is open for acceptance by the Hospital for the duration of the Irrevocability Period.
3. We represent and warrant that the undersigned is the registered owner of the Site or has the power and authority to bind the Vendor and to enter into a Purchase Agreement for the conveyance of the Site should it be selected as the Preferred Site.
4. If the Site is selected as the Preferred Site we covenant and agree that the date for the completion of the sale of the Site will be July 21, 2017.
5. We acknowledge and agree that if our Site is selected as the Preferred Site and if we are directed by the Hospital in accordance with the Instructions to Vendors to carry out negotiations with the Hospital, we agree that:
   (a) we will use reasonable commercial efforts to complete the negotiations within the time specified in the Instructions to Vendors; and
   (b) notwithstanding such negotiations, our Proposal will remain valid and irrevocable and will not be amended for the duration of the Irrevocability Period.
6. We acknowledge and agree that, if we receive the written notice described in paragraphs 11.2.1(a) or 11.3.2 of the Instructions to Vendors, we will sign the Purchase Agreement incorporating our Points for Negotiation, if any, and including any amendments agreed to during negotiations, if any, as the case may be, and will deliver the signed original to the Hospital within five (5) business days of our receipt of the same.

FOR INFORMATION ONLY

SCHEDULE D –
PHASE 2 SUBMISSION FORM

Signed and submitted for and on behalf of:

VENDOR _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Vendor named above

END OF SCHEDULE

FOR INFORMATION ONLY

SCHEDULE E – EVALUATION CRITERIA

This Schedule is divided in 2 Parts. Part 1 describes the criteria and steps that will be followed by the Site Selection Subcommittee during its review and evaluation of the Phase 1 Submissions. Part 2 describes the criteria and steps that will be followed by the Site Selection Subcommittee during its review and evaluation of the Phase 2 Submissions. The fairness advisor may attend some or all of the evaluation activities and/or meetings of the Site Selection Subcommittee.

DEFINITIONS

Capitalized terms used in this Schedule and not otherwise defined shall have the meanings assigned to them in the Instructions to Vendors.

PART 1 – EVALUATION OF PHASE 1 SUBMISSIONS

1. Only Phase 1 Submissions received at the Submission Location before the Phase 1 Deadline will be evaluated.
2. The RFP Coordinator will review the Phase 1 Submissions to confirm each meets the Phase 1 Mandatory Requirements.
3. Phase 1 Submissions that meet all Phase 1 Mandatory Requirements will be evaluated, on a consensual basis, by the Site Selection Subcommittee which will award points based on the evaluation criteria, points and weights set out in the table below. Where a consensus cannot be reached on the points to be awarded for a particular criterion, the points awarded will be the average of the points given by each member of the Site Selection Subcommittee for that criterion.
4. In conducting the evaluations the Site Selection Subcommittee may obtain the assistance of such consultants and advisors as the committee may deem appropriate.
5. The Site Selection Subcommittee may, in its sole discretion, reject a Site and the related Phase 1 Submission if the evaluation identifies a Major Constraint.

	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
A. General Land Use Conformity					
1.	Official Plan Designation	An official plan describes upper, lower or single-tier municipal council's policies on how land should be used. An official plan deals mainly with issues such as: where new housing, industry, offices, etc. should be located, what services are needed to support new development, and where the urban boundary is. The importance of the official plan designation is whether the subject property's regulations permits a hospital. The official plan has specific policies surrounding institutional	Site is partially or wholly within lands designated to permit hospital development: - "10": Wholly within designated lands - "7": Not designated, but an amendment has a strong possibility of support - "5": Not designated, but an amendment has a fair possibility of support - "3": Not designated, but an amendment has minimal possibility of support - "0": Not designated, but an	2	20

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
		designation and the Vendor must demonstrate that the policies have been met. Should the land use not be an institutional use within the official plan then an official plan amendment would be required which would result in additional time and resources. It is also important to examine the compatibility of adjacent land uses (existing and future, if known) so one can be aware if the hospital will be adjacent to a compatible land use and that the majority of the land is in a designation that is not constrained by environmental features.	amendment has a poor possibility of support (e.g. designated "greenland" or "environmental protection")		
2.	Zoning	A Zoning By-law provides specific provisions and regulations for all development. Zoning By-laws regulate the use of land, buildings and other structures. The zoning of a site regulates the uses that are allowed on a property as well as where buildings can be located on a site, the lot sizes, dimensions, parking requirements, building heights and setbacks from the street. The importance of zoning is whether or not the proposed use is permitted within the Zoning By-Law as well as whether the proposed building footprint and site layout fits within the requirements of the By-Law. A Zoning By-Law amendment can be applied for (e.g. if a use is not permitted or a building height exceeds the maximum requirement) if required, however, this also adds additional time and resources. In most cases, an amendment will be required; however, heavy industrial zones, prime agricultural lands, protected employment lands and environmental lands may not be appropriate.	It is assumed most sites will require site-specific zoning for a hospital and ancillary uses. - "10": No zoning restrictions exist - "7": Not zoned, but an amendment has a strong possibility of support - "5": Not zoned, but an amendment has a fair possibility of support - "3": Not zoned, but an amendment has a minimal possibility of support - "0": Not zoned, but an amendment has a poor possibility of support (e.g. zoned "greenland" or "environmental protection")	2	20

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
3.	Impact of Restrictions (By-laws, Rights-of-Way, Easements)	There should be no restrictions on the use of the property, including below grade services easements. In essence, the property should have clear title. Particular attention should also be paid to municipal drains.	Potential for adverse impact on the development process which could require mitigating or removing restrictions: - "10": No restrictions on the lands - "7": Minor restrictions that will not impact developable areas - "5": Some restrictions that can be moved or accommodated - "3": Restrictions that impact a portion of the developable area - "0": Restrictions that impact the majority of developable area	4	40
B. Site Development Potential					
4.	Parcel (Shape and Geometry)	The parcel size must plan for potential physical and site needs of the Facility over a 5, 10, 20, 50 and 100 year timeframe that ensures best use of significant and long term government commitment. It should provide flexibility to accommodate major changes in health care delivery and/or program requirements. The parcel shape should allow for a development pad that would accommodate a hospital. The pad should generally be rectangular and sized to allow maximum ground floor coverage. The shape and geometry should be such as to accommodate the hospital itself, ancillary buildings, along with parking.	Site has a regular shape and is of good proportion: - "10": A rectangular shape that has a "test" area of 400m x 400 m - "7": A rectangular "test" area 300M x 400M fits within the Site - "5": A rectangular "test" area 300M x 300M fits within the Site - "3": A rectangular "test" area 300M x 200M fits within the Site - "1": A rectangular "test" area 200M x 200M fits within the Site - "0": Less than a rectangular "test" area 200M x 200M fits within the Site	3	30
5.	Parking potential	Parking is generally defined by two criteria: the Municipal Zoning By-law and anticipated use. Hospital uses are often 1 space per bed. The second criterion is typical patient usage and need. A range of 1 space per 45m² to 60m² gross floor area is suggested to be optimal for a long term build out scenario. Surface parking will be preferred. Parking is to be calculated on the	The Site achieves a parking ratio of: - "10": Greater than 1 space per 45m² (3,096 spaces) - "7": Greater than 1 space per 50m² (2,787 spaces) - "5": Greater than 1 space per 60m² (2,322 spaces) - "3": Greater than 1 space per 70m² (1,990 spaces) - "1": Less than 1 space per	5	50

FOR INFORMATION ONLY

	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
		basis of 139,354m² GFA.	80m² (1,740 spaces)		
6.	Flexible Site Development / Campus Planning Scenarios	The Site should be large enough to accommodate the proposed uses as well as future buildings, structures, parking, landscaped garden areas, etc., including allied services and potential research uses.	Potential for multiple planning and design solutions: - "10": is Excellent - "7": is Good - "5": is Fair - "3": is Minimal - "1": is Poor	3	30
7.	Expansion Scenarios	The Site should be large enough that future expansions can occur within the property to accommodate future projected population growth. A full regeneration of the proposed hospital should be accommodated on the Site by having enough land access.	Potential for future expansion: - "10": is Excellent - "7": is Good - "5": is Fair - "3": is Minimal - "1": is Poor	4	40
8.	Parcel Size (including future growth)	The parcel size must plan for potential physical and site needs of the Facility over a 5, 10, 20, 50 and 100 year timeframe that ensures best use of significant and long term government commitment. It should provide flexibility to accommodate major changes in health care delivery and / or program requirements. For future expansions to accommodate growth and future replacement/renewal, the Ministry favours a minimum area of 40 acres of developable land (i.e. not constrained with environmental features) with 50 acres being preferred. Nevertheless, property less than this favoured or preferred parcel size will be considered.	The Site size must plan for potential physical and site needs of the Facility over a 5, 10, 20, 50 and 100 year timeframe that ensures best use of significant and long term government commitment. - "10": 46 or more acres preferred - "7": 41-45 acres of developable land - "5": 36-40 acres of developable land - "3": 30-35 acres of developable land - "1": less than 30 acres of developable land	5	50
C. Community Relationship					
9.	Service Catchment Area	Consideration should be given to the surrounding population (current and future) numbers as an area with a higher density would be more desirable for a variety of reasons (e.g. distance of travel, services a greater number of people within a smaller	Centrally located to the population within a 5km drive (current and to 2031): - "10": 80% of Region's population within a 10km radius - "7": 80% of the Region's population within a 15km radius - "5": 80% of the Region's	5	50

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
		area). Future population within an area should be considered to ensure that proper services will be available. Thought should also be given to distance to hospice, long term care homes, other health services such as police, fire and EMS.	population within a 20km radius - "3": 70% of the Region's population within a 20km radius - "1": less than 60% of the Region's population is within 20km		
10.	Provisions for any Allied Services -- on site or adjacent to site (e.g. Long Term Care, Pharmacy, Office)	Consideration should be given as to whether it would be desirable to bring allied facilities close to the Facility to form a campus arrangement. This may or may not involve reserves for a medical office building, long term care or smaller components within the Facility such as commercial pharmacy, restaurants or other retail outlets. These facilities should be accommodated on the Site, but may also spur similar development in the neighbourhood.	Potential for multiple planning and design solutions for future allied services: - "10": is Excellent - "7": is Good - "5": is Fair - "3": is Minimal - "1": is Poor	3	30
11.	Relationship to other supportive Institutions (Research or Education)	The Facility should locate in an area where other supporting institutions are within reasonable proximity, such as houses of worship, long term care facilities, hotels, medical, clinical and allied health education and research facilities, etc.	Site is located within: - "10": Within 5 km of other supportive institutions - "7": Within 6-10 km of other supportive institutions - "5": Within 11-15 km of other supportive institutions - "3": Within 16-20 km of other supportive institutions - "1": Further than 20 km away from other supportive institutions	3	30
12.	Neighbourhood Compatibility	The image of the hospital and the acceptance of the community are important parameters in acceptance of the hospital in the community. The Facility and location must present a welcoming public image from the point of health care access. The Site must be located in an area where the hospital would be compatible with existing uses, now and within future policy directions.	The Facility must be in an area that is compatible with hospital uses. - "10": Highly compatible - "7": Compatibility is good - "5": Compatibility is fair - "3": Compatibility is minimal - "0": Non-compatible	3	30

FOR INFORMATION ONLY

	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
13.	Site Amenities (trails, parks, restaurants, shopping)	Nearby amenities to the Site can enhance a person's experience, The Site should have trails and walkways within the Site that connect to the bigger municipal system. Nearby commercial uses add to the location of a hospital for visitor and employee convenience.	Potential for on Site or adjacent Site amenities: - "10: is Excellent - "7": is Good - "5": is Fair - "3": is Minimal - "1": is Poor	2	20
D. Accessibility					
14.	Visibility	The Facility must have good visibility from major thoroughfares.	Potential for a significant portion of main hospital building to be visible from highway : - "10": Excellent potential - "7": Good potential - "5": Fair potential - "3": Minimal potential - "1": Limited potential	2	20
15.	Proximity to existing EMS / Police / Patient Transfer Sites / Disaster Preparedness	Access to the Facility must be well delineated and acceptable to emergency service providers. The routes and the Facility location must be convenient to the geographic region, with alternative pathways identified should primary ones be obstructed. Travel time for existing and proposed emergency services sites to the hospital is a factor in the location of the hospital (i.e. EMS response times). Location should be in an area that would support disaster preparedness planning by EMS, police and fire services.	Site has: - "10": clear travel routes and travel time is less than current response times - "7": clear travel routes and travel time meets response times - "5": clear travel routes and travel time almost meets current response times - "3": not ideal travel routes and travel time does not meet response times - "1": not ideal travel routes and travel time is not acceptable	4	40
16.	Roadway capacity	The road network must be able to support or add capacity to support the existing average daily trips in addition to those anticipated as the population grows. Road networks currently operating at a level 'd' or greater may have long term congestion issues. If a roadway is planned for expansion, this may not be an issue.	Roadway capacity (planned or existing) to handle existing and proposed traffic as well as population growth - "10": Two lanes each direction for both primary roads - "7": Two lanes each direction for at least one primary road - "5": One lane in each direction operating at less than 60% capacity	5	50

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
			- "3": One lane each direction operating at greater than 60% capacity - "0": One lane each direction operating at greater than 80% capacity		
17.	Arterial / Collector Road Access	In keeping with the goal of situating the Facility in close proximity to population, the Facility should be located with close access to major transportation corridors within the tributary region. Typically, most hospitals have an address on an arterial road or equivalent. They also should have close access to major roadways for connectivity to Regional communities.	Consideration of direct potential or established access to an existing highway: - "10": Less than 1/2 km from arterial/collector - "7": 1/2 to 1 km from arterial/collector - "5": 1 to 1 1/2 km from arterial/collector - "3": 1/2 to 2 km from arterial/collector - "1": More than 2 km from arterial/collector	4	40
18.	User Access (roadway, drop-off, loading)	Access, drop off requirements and shipping and receiving are inevitably linked to a site layout. Functionally it is assumed there will need to be reasonable access for wheel-trans, patient transfer vehicles, emergency vehicles and the like with protected drop-off at main and secondary entrances. A reasonable assumption would be three loading bays plus any refuse/recycling holding. Wherever possible truck and transfer vehicles should be separated from ambulatory visitor drop-off. Overall a Site area ratio may be in the range of 15-25%. Control of signalization and other traffic planning aspects may be required.	Multiple points of access to the Site and a minimum frontage on municipal road(s) to locate access roads are desirable: - "10": Frontage on at least 2 roads and a minimum frontage of 300M on at least one arterial road and a drop off area - "7": Frontage on at least 2 roads and a minimum frontage of 250M on at least one arterial road and a drop off area - "5": Frontage on at least 2 roads and a minimum frontage of 200M on at least one arterial road and a drop off area - "3": Frontage on at least 1 road and a minimum frontage of 250M on at least one arterial road and a drop off area - "1": Frontage on at least 1 road and a minimum frontage of 200M on at least one arterial road and no drop off area	4	40

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
19.	Transit Route (Established or Potential) to and on the site	The user access area should front a local transit route in order to best serve the entire population and to encourage staff, visitors and patients to use public transit when appropriate. A Site could also have potential for a transit route which could be found in the Transportation Master Plan.	Transit route: - "10": Established by opening day on two roads - "7": Established by opening day on one road - "5":To be established in the future on two roads - "3":To be established in the future on one road - "0": Not in the plans presently	5	50
20.	Safe and convenient access for pedestrians / bicycles / e-bikes	Municipal sidewalks should be available or planned for the roads leading to the Site and in particular to the user access points. Bike routes should be safe and the preference is for dedicated on road bike lanes.	Street bike lanes existing or proposed and sidewalk existing or proposed - "10": Established both bike and sidewalk - "7": Established one of bike and sidewalk with the other in the future - "5":To be established in the future both bike and sidewalk - "3": Only one to be established in the future - "0": No bike or sidewalk and nothing proposed in the future	3	30
21.	Two Road Frontage (Established or Potential)	The Site must have more than one main entrance route in case a secondary access route is required.	Local conditions include: - "10": Two road frontage currently established - "7": Two road frontage proposed - "5": One road frontage established - "3": One road frontage proposed - "0": Not in an area with a planned street network	4	40
22.	Distance to United States Border Crossing	Patient transfers occur at various border crossings. Routes and travel times need to ensure ease of access.	The distance to the nearest border crossing - "10": within 5 km of the border - "7": within 6-10 km of the border - "5": within 11-15 km of the border - "3": within 16-20 km of the border - "1": greater than 20 km of the border	1	10

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
23.	Helicopter Flight Potential / Proximity / Access to Fixed Wing Aircraft Landing	The Site should be able to accommodate a helicopter landing area. As a result, the Site must be free from adjacent tall buildings greater than 30m in height and out of the air path of the Windsor airport. Accessibility to the airport with effective travel routes is also required for patient transfers in order to accommodate all condition (all-weather) navigation.	Restrictions on flight path elevations (existing structures higher than 30M, within ½ km of the Site will limit directions for flight path / final approach or limit options to locate helipad on-Site) - "10": No structures higher than 30m within ½ km and direct access to airport (1 arterial / collector) - "7": No structures higher than 30m within ½ km and indirect access to airport (2 arterial / collectors) - "5": No structures higher than 30m within ½ km and with indirect access to the airport (1 or 2 arterial / collector and 1 local road) - "3": No structures higher than 30m within ½ km and with indirect access to the airport (1 or 2 arterial / collector and more than 1 local road) - "0": Existing structures higher than 30M within ½ km of the Site	3	30
E. Site Conditions					
24.	Topography	The Site should be relatively flat without too many grade changes in order to reduce the amount of cut and fill grading activities that would occur during construction.	Topography: - "10": Good topography - gentle to no fluctuations of relief - "7": Site is mostly level and can accommodate all anticipated uses - "5": Site is not level, but can still accommodate all anticipated uses - "3": Site is not level and can only accommodate a limited number of anticipated uses - "1": Poor topography - extreme fluctuations of relief and cannot accommodate anticipated uses	3	30

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SCHEDULE E – EVALUATION CRITERIA

	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
25.	Servicing (Established or Potential, Redundant Services for Electrical and Water required)	The Site should have capacity to support the Facility. Electrical, water, sewer, gas and other services should be in place now or by the time construction is scheduled to start. There are special considerations for plumbing and electrical systems in health care facilities. Access to two feeds for electrical and water should be available to the Site.	Water, sanitary, sewer, power (2 feeds required): - "10": is established services - "7": is good potential to service - "5": is fair potential to service - "3": is minimal potential to service - "1": is poor potential to service	4	40
26.	Drainage	The Site must have the ability to provide for storm water retention on Site or in a nearby storm pond or in municipal storm water pipes.	Potential for surface drainage: - "10": Excellent potential - "7": Good potential - "5": Fair potential - "3": Minimal potential - "0": Limited potential	2	20
27.	Heritage and Environmental Features (Rivers / Streams) / Archaeological	The Site should have no heritage or environmental features, unless the Site exceeds the minimum size requirement. These types of features require additional study prior to site plan approvals, and may involve setbacks from the feature as well as flooding concerns in some areas. An archaeological impact assessment could be required where potential impacts to archaeological resources are identified.	Presence of surface water, and natural and heritage features located on Site: - "10": No presence of any on the Site - "7": Presence of one feature that does not impact the development of the Site - "5": Presence of one feature that does impact the development of the Site - "3": Presence of both features with minimal impact on the development of the Site - "0": Presence of both features with impacts on the development of the Site	4	40
28.	Vegetation	The Site should not impinge on native wooded areas. A vegetation management plan would be required if there are trees that provide linkages to wildlife corridors, contain significant species, or provide breeding habitats for migratory birds. Vegetation also limits the season in which work on site can be done if it is found to be habitat for breeding birds. Replacement tree programs may be required if proposing to remove any species	Presence of wooded areas on Site: - "10": No vegetation on Site - "7": Low vegetation (hedgerow, scrub) - "5": Young plantation - "3": Mature plantation - "0": Significant species (e.g. butternuts)	2	20

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	Criteria	Assessment Definition	Scale Factors	Weight	Max Pts
		greater than 10 cm in diameter.			
29.	Protected Wetlands	Wetlands are often regulated in the municipal policy documents and through the local conservation authority. Depending on the type of wetland, development of any kind may be prohibited and thus that area of land will not be available for hospital use. The size of the wetland area will impact the suitability of the Site. It would be negative if the Site was majority wetland (i.e. there would be no room to build). A positive would be if there was a small wetland which would create a natural feature and/or a visual enhancement on site.	Presence of the following located on the Site that impact development: - "10": No wetlands - "7": Some of the Site is classified as wetlands, little or no impact to developable area - "5": Some of the Site is classified as wetlands; some impact to building likely - "3": Most of the Site is wetlands; considerable impact to building likely - "0": Classified Wetlands (MNR), significant impact to building	3	30
F. Microclimate					
30.	Wind	The user access area should be free of downward draft from adjacent buildings or structures. Avoidance of north entrances which offer little winter sunlight, and exposure to cold northern winds. The Site must also consider any required setbacks from existing wind farms.	Impact of local conditions: - "10": Low Impact - "7": Little impact - "5": Moderate Impact - "3": High Impact - "0": Significant impact	2	20
31.	Noise	The Site should not be adjacent to any generator of noise that may impact the quality of experience for patients and staff within the hospital or on the grounds.	Impact of local conditions: - "10": Low Impact - "7": Little impact - "5": Moderate Impact - "3": High Impact - "0": Significant impact	2	20
32.	Air quality	The Facility should not be downwind of any noxious fume generator or subject to other flows of effluent. The Site should be free of designated substances.	Impact of local conditions: - "10": Low Impact - "7": Little impact - "5": Moderate Impact - "3": High Impact - "0": Significant imp	3	30
	MAXIMUM POINTS AVAILABLE FOR PHASE 1 SCORE:				**1,040**

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PART 2 – EVALUATION OF PHASE 2 SUBMISSIONS

1. Only Phase 2 Submissions received at the Submission Location before the Phase 2 Deadline will be evaluated.

2. The RFP Coordinator will review the Phase 2 Submissions to confirm each meets the Phase 2 Mandatory Requirements.

3. Phase 2 Submissions that meet all Phase 2 Mandatory Requirements will be evaluated, on a consensual basis, by the Site Selection Subcommittee. In conducting the evaluations and investigations described in this Part 2 the Site Selection Subcommittee may obtain the assistance of such consultants and advisors as the committee may deem appropriate.

4. The Site Selection Subcommittee may, in its sole discretion, reject a Site and the related Phase 2 Submission and Proposal if the evaluation identifies a Major Constraint.

5. In evaluating the Phase 2 Submissions the Site Selection Subcommittee:

   (a) may arrange for an investigation of each Short-Listed Site and/or a peer review of one or more reports delivered as part of a Phase 2 Submission; and

   (b) will re-examine the Phase 1 Score for each Short-Listed Site to determine whether the Phase 1 Score should be adjusted having regard to the Phase 2 Submission and the investigation and/or peer review results undertaken pursuant to section 5(a) of Part 2 of this Schedule. If an adjustment is to be made, it will be made on a consensual basis on a per criterion basis. Where a consensus cannot be reached the adjustment will be the average adjustment made by each member of the Site Selection Subcommittee. The scope of the adjustment shall be in the sole and unfettered discretion of the Site Selection Subcommittee.

6. If, as a result of the adjustment made in accordance with section 5(b) of Part 2 of this Schedule a Phase 1 Score of a Short-Listed Site is scored below the Threshold, that Short-Listed Site will be removed from consideration for the Preferred Site, and the Phase 2 Submission for that Site will not be scored.

7. For the Phase 2 Submissions of all Short-Listed Sites with Phase 1 Scores (as they may have been adjusted in accordance with section 5(b) of Part 2 of this Schedule) that score at or above the Threshold, the Site Selection Subcommittee:

   (a) will establish the Acquisition Cost and the corresponding Acquisition Score for each Site in accordance with sections 8 and 9 of Part 2 of this Schedule;

   (b) will establish, on a consensual basis and on the basis of advice from consultants and advisors, the points to be deducted from the Acquisition Score (if any) on account of the Points for Negotiation (maximum deduction = 100 points). Where a consensus cannot be reached on the points to be deducted, the deduction will be the average of the deduction made by each member of the Site Selection Subcommittee. The result will be the Phase 2 Score (see section 10 of Part 2 of this Schedule). For greater certainty, if no points are deducted on account of the Points for Negotiation or where there are no Points for Negotiation, the Phase 2 Score for a Short-Listed Site will be equivalent to that Site's Acquisition Score;

   (c) will establish the Overall Score in accordance with section 11 of Part 2 of this Schedule.

8. The Acquisition Cost will be established as follows:

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(a) The Site Selection Subcommittee will receive, as part of the investigation and/or peer review activity(ies) undertaken pursuant to section 5(a) of Part 2 of this Schedule, an assessment and estimate of probable costs to bring each Short-Listed Site to the condition of an average site in Essex County with no significant geotechnical, environmental, archaeological or other issues, and which can be readily connected to municipal services including water, sanitary and storm sewers, electrical, natural gas, and other utilities.

(b) The sum of:

(i) the Base Price offered; and

(ii) the probable cost estimates described in paragraph 8(a) of Part 2 of this Schedule,

will be the **"Acquisition Cost"** for each Short-Listed Site.

9. The **"Acquisition Score"** will be established as follows:

(a) the Short-Listed Site with the lowest Acquisition Cost will be awarded 445 points;

(b) the Acquisition Score for each of the other Sites will be calculated as follows:

$$\frac{\text{lowest Acquisition Cost}}{\text{other Site's Acquisition Cost}} \times 445 = \text{Acquisition Score}$$

10. The Phase 2 Score will be determined as follows:

	Points Available
Acquisition Score (calculated in accordance with section 9 of Part 2 of this Schedule)	445
Deduction to be made on account of Points for Negotiation	Up to 100 points may be deducted
MAXIMUM POINTS AVAILABLE FOR PHASE 2 SCORE:	**445**

11. The Overall Score will be determined by adding the Phase 1 Score, as it may have been adjusted pursuant to section 5(b) of Part 2 of this Schedule, to the Phase 2 Score.

END OF SCHEDULE

FOR INFORMATION ONLY

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this..... day of ..... 20.....

BUYER,....., agrees to purchase from
(Full legal names of all Buyers)

SELLER,....., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address.....

fronting on the ..... side of.....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as .....

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN$).....

.....Dollars

DEPOSIT: Buyer submits .....
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN$).....

by negotiable cheque payable to..... "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A.....**attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by ..... until ..... a.m./p.m. on
(Seller/Buyer)
the ..... day of ..... 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of ....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... (For delivery of Documents to Seller)

FAX No.: ..... (For delivery of Documents to Buyer)

Email Address: ..... (For delivery of Documents to Seller)

Email Address: ..... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**.....
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**.....
.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

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9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

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16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

For Information Only

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

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28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....

.... (Seal) DATE.....
(Witness) (Buyer/Authorized Signing Officer)

.... (Seal) DATE.....
(Witness) (Buyer/Authorized Signing Officer)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....

.... (Seal) DATE.....
(Witness) (Seller/Authorized Signing Officer)

.... (Seal) DATE.....
(Witness) (Seller/Authorized Signing Officer)

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.... (Seal) DATE.....
(Witness) (Spouse)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20..... .

..... (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.(.....).....
.....

Co-op/Buyer Brokerage..... Tel.No.(.....).....
.....

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Seller)

..... DATE.....
(Seller)

Address for Service.....
.....Tel.No.(.....).....
Seller's Lawyer.....
Address.....
Email.....
(.....)..... (.....).....
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Buyer)

..... DATE.....
(Buyer)

Address for Service.....
.....Tel.No.(.....).....
Buyer's Lawyer.....
Address.....
Email.....
(.....)..... (.....).....
Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

....
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,....., and

SELLER,.....

for the purchase and sale of .....

..... dated the ..... day of ....., 20..... .

Buyer agrees to pay the balance as follows:

For Information Only

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

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