



REQUEST FOR QUOTATION
RFQ No. 00010202 – Medical Waste Removal

FROM	Ornge	FROM		RFQ NO.	00010202
ATTENTION	Pennee Ingram	ATTENTION		ISSUE DATE:	May 31, 2010
ADDRESS	5310 Explorer Drive	ADDRESS		DUE DATE AND TIME:	June 16, 2010@ 13:00 hrs to:quotes@ornge.ca
CITY/PROV	Mississauga, ON L4W 5H8	CITY/PROV			
EMAIL	pingram@ornge.ca	EMAIL			
PHONE	647-428-2327	PHONE			
FAX		FAX			
FOB	Various Ontario Bases	PAYMENT TERMS			

RFQ Description:

Ornge is looking for quotes for the provision of services for medical waste removal for various locations within Ontario as described in Appendix A,B C and D

Supplier Instructions:

Complete Appendix C and D in the same excel format. and return to: quotes@ornge.ca no later than **June 16, 2010 @13:00 hrs.**

Please note that awards may be made, in- whole, in-part or not awarded. Supplier pricing must remain in effect for a minimum of or one (1) year from response deadline. Ornge reserves the right to negotiate contract(s) inclusive of terms and conditions.

OTHER: Suppliers are encouraged to propose other options that reflect total discounts.

If you have any questions for clarification, e-mail pingram@ornge.ca



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PART I – INTRODUCTION AND INVITATION

SECTION 1 - REQUEST FOR QUOTE

1.1 Ornge Background

Ornge is a charitable, not-for-profit corporation and is solely responsible for the provision of all aspects of aero-medical transport within the Province of Ontario and the critical care land transport program which operates in Ottawa, Peterborough and Toronto.

The Ornge medical transport program is one of the largest and most sophisticated programs of transport medicine in North America, handling approximately 18,000 patient admissions on our vehicles (air and land) each year, and issuing approximately 380,000 inter-facility patient transfer numbers each year.

Ornge is dedicated to propelling life with innovative transport medicine. Please visit our website at www.Ornge.ca for additional information about the organization.

1.2 Respondent Services

When preparing your Quote, please note that the successful Respondent, as part of the overall service, will provide Ornge not only with a cost that is competitive in the market, but a quality product, timely delivery and exemplary customer service. The intent of this RFQ is to establish a relationship with a Supplier who will provide quality goods/services so that we can best serve our patients, clients and stakeholders.

1.3 Mandatory Requirements

In this document the use of 'shall', 'must', 'mandatory' or 'required' indicate a mandatory requirement. Failure to address all of the mandatory Requirements may result in disqualification of the Quote. For greater certainty, addressing all of the mandatory Requirements in a Quote will not necessarily result in the Respondent being the Selected Respondent.

In this document the use of 'should', 'may', 'desirable', 'preferred', 'rated' or 'optional' have to be considered as a requirement having a significant degree of importance to the objectives of this RFQ and which should therefore be addressed in each Quote. For greater certainty, the failure of a Quote to address non-mandatory requirements may, in the discretion of Ornge, (a) result in disqualification, or (b) affect the evaluation of the Quote.

1.4 Form of Agreement

As further described in Section 7 of this RFQ, the Selected Respondent shall be required to sign an Agreement with Ornge that will set out the terms and conditions of service. The Agreement may contain certain obligations that the Selected Respondent will have to fulfill that are not otherwise addressed in this RFQ.

Respondents should not base their Quotes on the assumption that the Respondent, if selected, will be able to change any of the requirements of this RFQ. The Quote of the Selected Respondent will be attached as an Appendix to, or be incorporated by reference in, the Agreement and shall form part of the Agreement.

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

Ornge makes no guarantee of the value or volume of work to be assigned to the successful Respondent. The agreement executed with the successful Respondent may not be an exclusive contract for the provision of the described Deliverables. Ornge may contract with others for the same or similar Deliverables to those described in this RFQ or may obtain the same or similar Deliverables internally.

1.6 Definitions

In this RFQ, initially capitalized terms shall have the meanings set out below unless the context requires otherwise:

"**Agreement**" means a contract or agreement between Ornge and the Selected Respondent with negotiated terms and conditions agreed to by both parties;

"**comply**" means that the Quote conforms to the mandatory requirements identified in this RFQ;

"**including**" and any derivative form thereof shall mean "including without limitation";

"**Ornge**" means Ornge or an Ornge-related company;

"**Respondent**" means any person or party responding to this Request for quote and delivering a submission;

"**Quote**" means the documentation, in its entirety, prepared as a submission to this RFQ, as further described herein;

"**Due Date and Time**" means the time up to which Ornge will accept submissions;

"**RFQ**" means this Request for quote;



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“**Selected Respondent**” means the Respondent the RFQ team selects as the most appropriate Supplier pursuant to this RFQ; and

“**Strategic Sourcing Representative**” means the individual, at Ornge, leading the RFQ Process;

PART II – TERMS AND CONDITIONS RELATING TO THE RFQ PROCESS

SECTION 2 - CLARIFICATIONS OF MATTERS RELATING TO RFQ

2.1 Requests for RFQ Clarification

It is the responsibility of the prospective Respondent to seek clarification on any matter it considers to be unclear in this RFQ, or regarding the RFQ Process. Ornge shall not be responsible for any misunderstanding on the part of the Respondent concerning this RFQ or the RFQ Process.

2.2 Questions to be in Writing to Strategic Sourcing Representative

Unless otherwise specifically provided in this RFQ, all communications concerning this RFQ shall be clearly marked as being for the Strategic Sourcing Representative, bear the name and number of this RFQ and shall be sent to the Strategic Sourcing Representative at the above email address.

All prospective Respondents should be aware that:

- (a) they must rely only upon the information or instructions that are provided in writing by the Strategic Sourcing Representative;
- (b) they shall not rely upon any information from Ornge employees, agents, advisors or consultants; and
- (c) neither Ornge, nor any of its directors, officers, employees, assigns, independent contractors, agents or representatives shall be bound by any information or instructions provided to the Respondent.

SECTION 3 - AMENDMENT OR WITHDRAWAL

3.1 Ornge's Right to Amend, Supplement or Cancel RFQ

Ornge, without liability, cost or penalty, may, in its sole discretion:

- (a) at any time prior to five (5) business days before the Due Date and Time and Time, alter any dates in this RFQ;
- (b) cancel this RFQ, at any time, in its entirety, whether prior to or after the Due Date and Time and Time, and Ornge may, but need not, in its sole discretion, issue a new RFQ; and
- (c) otherwise amend or supplement this RFQ at any time prior to five (5) business days before the Due Date and Time and Time.

Any amendments or supplements to this RFQ shall be made only by way of addenda issued by the Strategic Sourcing Representative in the same manner in which this RFQ was issued. The addenda shall be binding on each Respondent, and Ornge has the right to assume that the information contained in the addenda has been taken into account by the Respondent in its Quote.

Any amendments or supplements to this RFQ made in any other manner, including any oral or other written statement made by Ornge, the Strategic Sourcing Representative, or their respective employees, agents, consultants or advisors, shall not constitute an amendment or supplement to this RFQ.

The Respondent is solely responsible for ensuring that it has received all addenda, if any, issued pursuant to this Subsection 4.1.

3.2 Ornge's Right to Clarify Quotes

Ornge, through the Strategic Sourcing Representative, without liability, cost or penalty, may, in its sole discretion and at any time after Quotes are received, seek clarification from any Respondent, written or verbal, with respect to its Quote. Any written information received by Ornge in response to a request for clarification from Ornge may be considered as an integral part of the Respondent's Quote.

3.3 Ornge's Right to Verify

Ornge may, but is not obligated to, verify any Respondent statement or claim by appropriate means and may reject any Respondent statement or claim, if in the sole judgment of Ornge, the statement or claim is unwarranted or not credible. The Respondent shall co-operate with Ornge in its attempts to verify any such statement or claim.

3.4 Withdrawal or Amendment of Quote by Respondent

A Respondent that submits a Quote pursuant to this RFQ may withdraw or amend its Quote only by completing, signing and submitting the Quote Form to the Ornge Strategic Sourcing Representative at the above address before the Due Date and Time, advising Ornge that the Respondent is withdrawing or amending its Quote. In the case of an amendment to the RFQ, the Respondent shall submit the amended Quote in a sealed envelope or package labelled "Amended Quote" to the Strategic Sourcing Representative at the above address before the Due Date and Time.

The last Quote received by the Ornge Strategic Sourcing Representative before the Due Date and Time shall supersede and invalidate any Quote previously submitted by the Respondent.

Ornge shall, after the Due Date and Time, make available for picks for five (5) business days:

- (a) a Quote that has been withdrawn;
- (b) a Quote that has been received after Due Date and Time; and
- (c) a Quote that has been superseded by an Amended Quote.

3.5 Quote Irrevocable by Respondent

Subject to the Respondent's right to withdraw a Quote prior to the Due Date and Time, Quotes shall be irrevocable by the Respondent and shall remain in effect and open for selection by Ornge until an Agreement is signed by Ornge and the Selected Respondent.

SECTION 4- ACCEPTANCE, REJECTION AND EVALUATION OF QUOTES

4.1 Acceptance and Rejection of Quotes by Ornge

This RFQ does not constitute a call for tenders or an offer to contract with any of the Respondents. Further, Ornge is under no obligation or commitment whatsoever, to accept any Quote or to enter into any Agreement, with any of the Respondents, and expressly reserves the right, in its sole discretion, to:

- (a) accept or reject any or all Quotes which meet the mandatory requirements without notice or reasons and including, without limitation, the Quote(s) containing the lowest potential price (where provided) to Ornge;
- (b) accept or reject any Quote, irrespective of whether such Quote meets the requirements of this RFQ and including Quotes that may be irregular, informal, or incomplete;
- (c) accept or reject, in whole or in part, any aspect of this RFQ;
- (d) modify the terms of this RFQ before the Due Date and Time;
- (e) exercise Ornge's rights to cancel this RFQ or to call for a new RFQ; and/or
- (f) exercise Ornge's rights to engage in negotiations with other Respondents.

SECTION 5- DISQUALIFICATION OF QUOTES

5.1 Disqualification of Quotes on Grounds of Faulty Quote

In addition to its other rights under this RFQ, Ornge, without liability, cost or penalty, and in its sole discretion, may disqualify, in whole or in part, any Quote at any time during the RFQ Process, on one or more of the following grounds:

- (a) the Quote contains incorrect information;
- (b) the Respondent misrepresents any information provided in its Quote;
- (c) the verification of information cannot be confirmed;
- (d) the Quote is incomplete; or
- (e) the Quote, on its face, reveals a conflict of interest or unfair advantage.

5.2 Disqualification of Quotes on Grounds of Improper Respondent Conduct

In addition to its other rights under the RFQ, Ornge may disqualify any Quote at any time during the RFQ Process for improper conduct if the Respondent, its directors, officers, employees, members, controlling shareholders, affiliates, agents, independent contractors, subcontractors or representatives, contacts, or attempts to contact or otherwise engage, during the RFQ Process, any person other than the Strategic Sourcing Representative, including:

- (a) any staff, employee, agent or representative of Ornge;
- (b) any members of the Ornge evaluation team; or
- (c) any expert or other advisor assisting the Ornge evaluation team, including any director, officer, employee, agent, independent contractor, subcontractor or representative of Ornge.

5.3 Disqualification of Quotes on Grounds of Failure to Co-operate

In addition to its other rights under the RFQ, Ornge may disqualify any Quote at any time during the RFQ Process if the Respondent fails to co-operate with Ornge in its attempts to:

- (a) clarify the Respondent's Quote as provided for in Subsection 4.2; and
- (b) verify any Respondent statement or claim as provided for in Subsection 4.3.

SECTION 6 -CONCLUSION OF AN AGREEMENT WITH SELECTED RESPONDENT AND ORNGE'S RIGHT TO CANCEL

6.1 Final Agreement

The Selected Respondent shall be required to sign an Agreement with Ornge that will set out the terms and conditions for delivery of the goods and/or services.

Ornge shall be entitled to, in the discretion of Ornge:

- (a) adjust the terms of the eventual Agreement to the extent reasonably resulting as a consequence of the Quotation;
- (b) require that certain provisions be incorporated in the Agreement as non-material alterations of certain aspects of the Quotation or as non-material enhancements to the Quotation; and
- (c) enter into further negotiations with Respondent regarding terms of the Agreement. If the negotiations prove successful, the Selected Respondent will become fully bound by the Agreement as from the date of its execution.

6.2 Respondent's Failure to Timely and in Good Faith Negotiate the Agreement

In the event that:

- (a) the Selected Respondent fails or refuses to enter into negotiation of the Agreement within the five (5) business days set out in the letter of transmittal; or
- (b) the Selected Respondent attempts to negotiate provisions in the Agreement that are considered by Ornge to be material alterations to the terms set out in the RFQ or material enhancements or modifications to the Selected Respondent's Quote, which are not acceptable to Ornge;

without limitation, Ornge without liability, cost or penalty, may, in its sole discretion:

- (c) extend the period for negotiation of the Agreement; or
- (d) exercise any of Ornge's rights pursuant to this RFQ, including to engage in negotiations with another Respondent, to cancel the RFQ and proceed to issue a new RFQ on such terms and conditions as it deems appropriate.

6.3 Remedies for False or Misleading Information

In addition to, or in lieu of any other remedies that Ornge has under this RFQ, in law or in equity, Ornge shall have the right to rescind an Agreement with the Selected Respondent in the event that Ornge, in its sole discretion, determines that the Selected Respondent has provided false or misleading information required to be provided pursuant to this RFQ.

6.4 Decision Not to Award an Agreement

Without limitation, if, following the decision by Ornge as to which Respondent will be the Selected Respondent:

- (a) the Selected Respondent fails to obtain any of the permits, licenses, certifications, consents or authorizations required pursuant to the terms of this RFQ;

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- (b) any of the grounds for disqualification of the Selected Respondent's Quote described in this RFQ have occurred or currently exist;
- (c) a change has occurred in the management or ownership structure of Ornge or the Selected Respondent that, in the sole determination of Ornge, may adversely affect the provision of goods and/or services covered by the Agreement to an unacceptable extent; or
- (d) if Ornge or the Selected Respondent has a material financial change impacting their ability to enter into an Agreement.

Ornge, without liability, cost or penalty, may, in its sole discretion, terminate any negotiations regarding the Agreement and, for greater certainty, may, in its sole discretion negotiate with other Respondents, or issue or re-issue a new RFQ.

In any of such events, Ornge, in its sole discretion, may hold the defaulting Selected Respondent liable for all losses, damages, or costs of any kind suffered or incurred by Ornge as a direct or indirect result of any circumstances contemplated in items (a), (b) or (c) of this Subsection.

PART III – GENERAL TERMS AND CONDITIONS

SECTION 7 - GOVERNING LAW

This RFQ and any subsequent Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 8 - TERMS AND CONDITIONS GOVERNING QUOTE

All of the following provisions are deemed to be accepted by the Respondent and incorporated in the Selected Respondent's Quote.

8.1 General Qualifiers

Each Respondent should in particular review the following qualifiers carefully. This RFQ is a flexible, and for Ornge, non-binding request for information in the form of proposals regarding the provision of goods and/or services. In no way is this RFQ intended to be nor shall it be construed as a binding agreement between Ornge and any Respondent (for greater certainty, without limiting the obligation of each Respondent to execute the Agreement). As such, and without limitation, Ornge reserves the right, in addition to the right to issue addenda to this RFQ, to cancel or reissue this RFQ, or to accept no, or partial, Quotes:

- (a) to evaluate none, some or all of the requirements in the RFQ in assessing each Quote; to attribute different weighting to such criteria than may be specified in the RFQ; and to amend such requirements before or after the Due Date and Time;
- (b) to amend the RFQ prior the RFQ Due Date and Time;
- (c) to accept or reject all, or any part, of a Quote, unless the Respondent specifically indicates that the included prices and terms are based on the Quote being accepted in its entirety;
- (d) to accept more than one Quote in response to this RFQ; or
- (e) to award the provision of specific elements of the procurement under this RFQ to multiple Respondents, or to award same to one Respondent alone, as Ornge deems appropriate;

in each case without obligation, liability, cost, or penalty to Ornge.

8.2 Costs

The Respondent shall bear all costs associated with, or incurred in, the preparation and submission of its Quote.

Ornge's rejection, disqualification or elimination of any or all Quotes, for any reason, at any time or the cancellation of this RFQ, shall not render Ornge liable to any Respondent(s) for any costs, expenses, penalties or damages whatsoever in contract, tort, restitution or any other legal theory.

8.3 Confidentiality

In this Section, "Confidential Information" means all information or data disclosed by Ornge in connection with this RFQ or the discussion and negotiation process relating to the Agreement, whether supplied to or acquired by the Respondent before or after the issuance of this RFQ, including, but not limited to, personal information, programs, codes, methods, techniques or process, formula, design, prototype, device, equipment or machine, financial information, intellectual property, and research and development, whether marked confidential or not, which is and will remain, the property of Ornge and which is not to be copied or distributed in any manner or form.



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Notwithstanding the foregoing, Confidential Information does not include any information or data that is or becomes publicly known through no breach of the terms or conditions of this RFQ, or is required to be disclosed by order of a court of competent jurisdiction.

In connection with and as a requirement of this RFQ, each Respondent undertakes and agrees to comply with the confidentiality provisions herein and to not use or duplicate the Confidential Information for any purpose other than responding to this RFQ and thereafter, providing goods and/or services in accordance with the terms of the Agreement, should it be selected to provide goods and/or services to Ornge.

The Respondent further agrees as follows:

- (a) should the Respondent be in possession of any Confidential Information, the Respondent shall keep such Confidential Information in a physically secure location to which access is given only to the Respondent and such persons for whom the Respondent is, in law, responsible. The Respondent shall not remove any of the Confidential Information from Ornge's premises unless, and except to the extent authorized in writing by the Strategic Sourcing Representative.
- (b) where any Confidential Information held by the Respondent is required by law to be disclosed, the Respondent may disclose the same to the extent (but only to the extent) so required and shall not be in breach of this RFQ for having done so, provided, however, that the Respondent shall notify Ornge prior to making such disclosure and shall, in co-operation with Ornge, use all reasonable efforts to minimize the extent of such disclosure and to obtain an undertaking or other assurance from the recipient to maintain the confidentiality thereof.
- (c) the Respondent shall notify Ornge in writing immediately upon becoming aware that any of the conditions set out herein have been breached.

By submitting any personal information requested in this RFQ, Respondents are agreeing to the use of such information by Ornge as part of the evaluation process and for any audit of this procurement process.

For further clarity, during the term, the Selected Respondent shall:

- (a) keep all Confidential Information secure;
- (b) limit the disclosure of Confidential Information to only those who have a need to know it for the purpose of providing the deliverables of the RFQ and who have been specifically authorized to have such disclosure;
- (c) not to directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the deliverables, or except if required by law) without first obtaining
 - (i) the written consent of an Ornge authorized representative;
 - (ii) in respect of any Ornge confidential information about any third party, the written consent of such third party; and
 - (iii) return all Ornge confidential information to Ornge before the end of the term, without retaining any copy or portion by the Selected Respondent.

The Selected Respondent acknowledges and agrees that any breach of any provisions of this article may cause harm to Ornge or to any third party to whom they Duty of Care is owed. The Selected Respondent agrees that Ornge is entitled to obtain injunction relief or any other remedy against any actual or potential breach of the provisions for this article.

For greater certainty, all specifications and other information directly or indirectly furnished by Ornge in connection with this RFQ are the Confidential Information of Ornge, and shall be used solely for the purposes of this RFQ, and for no other purpose except with the prior consent, in writing, of Ornge and shall remain the property of Ornge, and be destroyed by each Respondent on demand. The Respondent agrees, upon termination, cancellation, expiration, or other conclusion of this RFQ, within thirty (30) days to return to Ornge or if return is not feasible, destroy and not retain any copies (and furnish Ornge with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

Ornge will use reasonable efforts to maintain the confidentiality of Quotes but only so far as the consultation, evaluation, scoring and approval processes will allow, having regard to the involvement of third parties in such processes.

8.4 News Releases

The Respondent shall not issue any publicity or news release pertaining to this RFQ or any Agreement awarded under this RFQ, without prior written approval from Ornge.

8.5 Information and Research

Neither Ornge nor any of its directors, officers, employees, assigns, independent contractors, agents or representatives shall be held liable for any error or omission in any part of this RFQ. Nothing in this RFQ is intended to relieve the Respondent from forming its own opinions and conclusions with respect to the matters addressed in this RFQ.



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Each Respondent is solely responsible, at its own cost, for conducting its own independent research, due diligence and any other work or investigations and for seeking any other independent advice necessary for the preparation of Quotes.

8.6 Taxes

The provision of goods and/or services under the Agreement is subject to all applicable tax laws.

8.7 Permits and Approvals

If a permit, licence, consent or authorization is required by law for the carrying on of an activity contemplated in a Quote:

- (a) it is the Respondent's responsibility to obtain and maintain all necessary permits, licenses, certifications, consents or authorizations for such activity;
- (b) the Respondent shall provide the said permits, licenses, certifications, consents or authorizations promptly at the request of Ornge either:
 - (i) prior to an award of an Agreement being made; or
 - (ii) prior to an Agreement being signed; and
- (c) neither selection of the Quote nor execution of an Agreement shall be considered to be approval by Ornge of such activity without such permit, license, certification, consent or authorization.

Ornge, without liability, cost or penalty, may, in its sole discretion, decide not to award an Agreement to the Respondent if the Respondent fails to obtain any of the permits, licenses, certifications, consents or authorizations required by law.

8.8 Risk of Loss

All risk of loss or damage to property or supplies provided by the Respondent or by any third parties in connection with this RFQ shall remain with and be upon the Respondent.

8.9 Limitation of Liability

Ornge and its directors, officers, employees, assigns, independent contractors, subcontractors, agents, solicitors and representatives (collectively, "**Ornge Personnel**") shall not under any circumstances, including whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be liable to the Respondent or any of its directors, officers, employees, members, shareholders, assigns, independent contractors, subcontractors, agents or representatives (collectively, "**Respondent Personnel**") for any losses, expenses, costs, claims, damages (including direct, incidental, indirect, special or consequential damages) or liabilities (collectively, "**Claims**") arising out of, or by reason of, or attributable to responding to this RFQ, including with respect to the preparation, negotiation, acceptance or rejection of any conforming or non-conforming Quote, or the cancellation, amendment, suspension, termination or reissuance of the RFQ Process. By submitting a Quote, each Respondent, together with all Respondent Personnel, shall be conclusively deemed to waive, and release Ornge and all Ornge Personnel from, any and all such Claims.



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APPENDIX A

APPENDIX A – SCOPE AND REQUIREMENTS

1. Objectives of this Request for Quote

Ornge is seeking a service provider for the provision of medical waste removal services within the organization. Please attach a copy of your standard agreement with your response. Also include proposed duration of contract and rationale.

2. Requirements

Respondent must demonstrate and / or provide the following:

- Pricing schedule in Appendix C and D must be completed and returned and must remain in effect for minimum of one (1) year from response deadline.
- Able to deliver to multiple sites within Ontario as per schedule B.
- Completion of "Respondent Instructions" as identified on Page 1 of this RFQ, as required by Ornge.
- Service process must be detailed step by step service model, escalation process if service is not occurring, expected turnaround time, and limitations of service

3. Response Submission

To be eligible for consideration under this RFQ, Responses (including any supplemental documents) must be received in electronic format via Email by the Response Deadline, at the following address:

Ornge

Attention: Pennee Ingram, Strategic Sourcing Representative – RFQ No. 00010202

Email: quotes@ornge.ca

Ornge will not accept or consider Responses transmitted by facsimile or by any other means.

Ornge shall reject and return any Response that is not received by the Strategic Sourcing Representative at the above address by the Response Deadline for any reason, including Responses that are delivered after the Response Deadline due to accidents, technical issues, or late delivery due network/Internet Service Provider downtime.

Ornge reserves the right to negotiate contract inclusive of terms and conditions.

APPENDIX B - LOCATIONS

Refer to attached spreadsheet; Appendix B – Locations within Ontario

Appendix C SERVICES

Charges for service stops for removal of medical waste
Refer to spreadsheet; Appendix C - SCS & Stop Charges

APPENDIX D - Products

Refer to spreadsheet; Appendix D - Products