



lumenus
Community Services

RFP – Business Plan for Fee-Based Autism Services Application Guidelines



lumenus
Community Services

Consulting Services - Business Plan for Fee-Based Autism Services Request for Proposals (RFP) Application Guidelines

Issued:	January 8, 2025
Application Deadline:	January 31, 2025
Proposals to be submitted to:	Debbie Modrovsky Program Operations Manager Lumenus Community Services 1124 Finch Ave. W., Unit 1 Toronto, Ontario M3J 3J6 Email: dmodrovsky@lumenus.ca



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1 Background

Lumenus Community Services (Lumenus) is issuing a Request for Proposals (RFP) to select a consultant/consulting firm to update our Business Plan for Lumenus fee-based Autism Services.

In 2019, the Ontario Government—The Ministry of Children, Community and Social Services— changed the Ontario Autism Program (“OAP”) such that parents of children diagnosed with autism would directly receive funds to pay for “Core Clinical” autism services. Currently, there are over 70,000 children on the OAP waitlist for Core Clinical services funding. Furthermore, families and children typically wait 4+ years to receive their funding allocation to purchase services.

Prior to this change, Lumenus had 18 years’ experience in delivering autism services through the old OAP and established a strong reputation within Toronto for leadership in the delivery of autism services. When the OAP funding model changed, Lumenus created a Business Case to assess the viability of the new service model. Once viability was established, Lumenus pivoted to provide a range of fee-based service options to families across a 3-year business trajectory. Current service options include individualized ABA therapy, small group ABA therapy, larger group skills and communication groups, and individualized speech and language therapy. All of these services are geared towards children aged 2-12 years. Lumenus provides autism services to children from two primary locations in Etobicoke and North York¹ --both in former elementary schools, fostering a natural school environment.

While Lumenus has successfully grown a fee-for-service model for the last three years, with revenues growing from 1.2M to 2.9M to 3.5M annually during this timeframe, our model is largely contingent on families seeking services having secured OAP funding. This leaves Lumenus susceptible to challenges and changes in OAP funding.

Lumenus is looking to change its Business Model and create a new Business Plan to guide the next phase of our business development. Our primary objectives are to position Lumenus as a key Autism service provider; to ensure a self-sustainable business with less exposure to risk as funding models change; and, to maximize our capacity to service as many children and families as we can. We recognize that “who” we serve needs to be a key area of focus for our new Business Plan in order to diversify our sources of funding and serve a growing gap in the market (i.e. those without OAP funding).

This RFP has been initiated as a standard procurement procedure to meet the requirements of the Government of Ontario’s Broader Public Sector Accountability Act and its’ associated directives and in accordance with Lumenus’ Procurement Policy.

¹ Etobicoke location is 65 Hartsdale Drive and the North York location is 155 McNicoll Avenue.



2 About Lumenus Community Services (Lumenus)

Lumenus Community Services (“Lumenus”) provides a broad array of developmental, mental health, autism and community-based services to over 12,000 children, youth, and adults annually. With its unique service breadth and expertise, Lumenus provides innovative high quality and accessible services and is a leader in the development of a unique “Continuum of Service Model”. This model ensures that clients have access to the services needed when they’re needed—ranging from targeted prevention to intensive supports and crisis intervention.



OUR MISSION

Transforming lives and building brighter futures through caring experiences.

OUR VISION

We illuminate a seamless pathway to optimal wellbeing through high-impact mental health and developmental services and strong system leadership.

MAKE THE LUMENUS MISSION YOUR MISSION

Help us create a seamless guided network of mental health, developmental and community services to reduce systemic barriers, close gaps between services and ease access for all. Help us make “yes, we can see you now” the words every Toronto infant, child, youth, individual and family in need hears.



Lumenus has a budget of over \$90 million and is considered one of the largest agencies of its kind in Toronto.

Lumenus operates from 17 locations across Toronto, East York, Etobicoke, North York, Richmond Hill and Scarborough. These include 7 residential sites and 10 commercial and former school sites. Lumenus has 450 employees. Currently, autism service delivery represents approximately 20% of the agency’s annual direct service revenue and accounts for 10% of the total clients the agency serves annually.

3 Scope of Services

Objective:

To develop a new three-year Autism Fee-for-Service Business Plan (2025-2028)² that makes recommendations on how to pivot our existing Lumenus Fee-for-Service Autism services. The new plan must promote our goals of positioning Lumenus as a key Autism service provider, ensuring a self-sustainable business that achieves financial growth while limiting our exposure to risk from external factors (e.g. funding models change); and maximizing our ability to serve as many children and families as we can.

Deliverables:

The successful vendor will work with management and selected team members to provide a new 3-year business plan (2025-2028). The components of this plan will include:

- a) A review of the current competitive landscape of autism services within the Greater Toronto Area (GTA). This should include the market size and a gap analysis of what is currently being offered in the market and where there is potential opportunity for Lumenus that aligns with Lumenus' vision and mission.
- b) A review of national and international best practices for services in the field of autism or any mentionable innovative offerings that can be applied to autism services for children between the ages of 2 and 12.
- c) A review of the existing business model and recommended changes that ensures our fee-for-service model is self-sustainable, achieves financial growth year-over-year (and maintains a ~10% or greater profit margin) and has less exposure to external risk. (Note: We would like attention on defining who we serve and diversification in revenue sources).
- d) A plan on how to implement the recommended changes to our business model that includes associated risks and mitigation strategies. (Note: Key assumptions made should be clearly stated.)
- e) A 3-year financial model with expected revenues and expenses based on the recommended model changes. (Note: We expect to grow the business and maintain a minimum of 10% profit margin.)
- f) Guidance on a marketing plan that includes target audience and the best channels to create awareness and engage clients/families seeking services.
- g) Other elements as determined by the Vendor.

The successful vendor will prepare a written Final Report and Presentation of the Business Plan and Recommendations to the Senior Leadership and team along with proposed implementation timelines of the new Business Plan.

² Our current fiscal year ends March 31, 2025. Ideally, we would like to target a new business plan that begins on April 1, 2025 or as close to that date as possible.



Out of Scope

- 1) For the three-year business plan, large investments such as large capital expenditures will be considered but should not be the focus.
- 2) The business plan should reflect only fee-for-service autism services and not any services outside of autism or on the transfer-payment (direct ministry funded) autism programs that Lumenus offers.
- 3) We will continue to focus our Autism Services on children between the ages of 2-12, and preferably focus on children in the early years where there is unmet need. At Lumenus, we strongly believe in early intervention. While later years can be considered from a transitional perspective, ages beyond 14 or 15, will be considered out of scope.

4 Form of Proposals

i. Key Format Guidelines

- a. Please limit the body of your proposal to 8 pages maximum. You may add any relevant appendices as you deem necessary with no page limitation.
- b. Farrah Ladha, Senior Director of Autism Services, will be your project liaison and assist you in navigating through the organization's key stakeholders. Please advise if you will require any other specific supports to do this work.
- c. Please clearly state, in your proposal response, the components that you will include in the Business Plan and in your final presentation to Senior Leadership. For further clarity, please include a suggested table of contents for your Business Plan report.
- d. The timelines for the final report and Senior Leadership presentation are not negotiable as there are dependencies to be considered. This is a mandatory requirement.

ii. All proposals are required to:

- a. Meet the mandatory requirements of insurance and timeline that will be subject to a pass or fail score. Vendors that receive a fail score in this area will not be evaluated further.
- b. Include a declaration of real or potential perceived conflicts of interest that may need to be considered.

- ### **iii. Include an individual or organizational background - year of establishment, legal form, information about type of clients you serve, range of services offered, non-profit experience, specific areas of expertise and potential relevance to Lumenus.**



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- iv. Describe the project approach including a proposed work plan, key milestones and points of project team progress consultation. Please clearly outline your methodology and approach and consider the following ideal timelines and milestones in your work plan as follows:
 - a. Initial meeting with designated representatives from the Lumenus Autism Fee-Based Services Project Team
 - b. Key informant interviews with (1) key member of the Senior Leadership Team including the COO and (3) others as deemed appropriate by the vendor
 - c. Interim draft Report due April 14, 2025
 - d. First draft of Final Report is April 30, 2025, please ensure adequate time is built into your project plan in order to obtain feedback from key stakeholders before report is finalized.
 - e. First week of May, presentation to Senior Leadership - approximately 30 minutes to 1 hour. Note Presentation deck must be provided 2 business days in advance of the meeting. Including your availability or proposed project methodology. Please clearly state your proposed timelines and any constraints on your availability.
- v. A brief listing of similar projects previously undertaken that may be of relevance. Evidence of experience to provide the services described in section 3. Scope of Services.
- vi. A curriculum vitae for the consultant(s) proposed to directly provide the services and specify who the project lead will be.
- vii. A proposed fixed engagement cost inclusive of the breakout of estimated time, hourly rates and ancillary costs.
- viii. References from at least three (3) clients to whom you have provided similar services. (Lumenus will not contact references without your written permission via email.)
- ix. A list of any subcontractors to be used to complete the procurement.
- x. Requirement and willingness to sign a copy of the proposed draft contract as reflected in Appendix A if needed or please provide a draft of your contract in your Appendices.



5 Evaluation Criteria

All proposals will be evaluated based on the following methodology and criteria:

<i>Evaluation Domain</i>	<i>Weight</i>
1. Mandatory requirements	Pass/ Fail
2. Professional and demonstrated qualifications/experience	10%
3. Proposed methodology and timelines for completion	15%
4. Knowledge and experience of the sectors in which Lumenus operates	10%
5. Cost/ Pricing	15%
6. Quality of proposal in meeting the scope of requirements and degree of alignment with Lumenus' strategy, goals, desired project outcomes and mission and vision.	25%
7. Interview/ Presentation with applicants	25%
8. References	Pass/Fail

Please note that:

- Submissions that do not meet the evaluation criteria will be disqualified
- In order to be fair to all applications, late submissions and phone calls or emails to discuss application status will not be accepted
- Only short-listed applicants will be contacted for an interview/ presentation.



6 Terms and Conditions

Delivery of Proposals

Please send an electronic copy via email to Debbie Modrovsky, Program Operations Manager at dmodrovsky@lumenus.ca

By January 31st, 2025 at 5 p.m.

Proposal Validity Time Limit

Each bidding organization shall commit that the proposal is valid and accurate for 120 days from the closing date of January 31st, 2025.

Selection Process

Lumenus will review all applications but reserves the right to accept or reject any proposals. The award of an organization will be based on a review of proposals against all evaluation criteria and will not necessarily be awarded based on the lowest price offered but rather the overall assessment of value for money.

Each applicant will be provided with fair access to information, as requested by email or in writing (see Key Dates). Additional written materials, to ascertain the qualification or suitability of an applicant may be requested.

Inquiries

Applicants should email (please do not telephone) all questions to: dmodrovsky@lumenus.ca Please use RFP name and your company name in the subject line.

Note that vendors who direct inquires to individuals outside of the designated contact person may be disqualified from the competitive procurement process.

Liability Insurance

All organizations are requested to warrant that the organization does not currently have any outstanding liability claims that may negatively impact on the future health of the organization's services. Additionally, the organization must maintain sufficient liability insurance relevant for the nature and breadth of the services provided to Lumenus. Evidence of liability insurance will be requested and must be provided.

Conflict of Interest

Applicants responding to the RFP must not have any personal or business interests that would present an actual, potential or apparent conflict of interest with the performance of the contract to be awarded. Should the potential perception of a conflict of interest exist, this must be explicitly declared in writing either in the RFP response or as soon as knowledge of such a conflict may arise.



Distribution of the Invitation for Proposals

This invitation has been released by:

- Posting to both Lumenus Community Services and MERX websites
- Invitation to vendors who may be qualified or suitable based on Lumenus' knowledge and experience.

Expense Claims and Reimbursement Rules

In accordance with the Government of Ontario's Broader Public Sector Accountability Act and its associated directives, Lumenus will not pay or reimburse an applicant for any hospitality, incidental or food expenses, including but not limited to expenses associated with meals, snacks, beverages, gratuities, laundry or dry cleaning, valet services, dependent care, home management and personal telephone calls. Reimbursement for allowable expenses can be claimed and reimbursed only when the contract specifically provides for it and Lumenus' associated approval and reimbursement policies are appropriately complied with.

External Factors

Lumenus reserves the right to withdraw this RFP or terminate the resulting contract within the terms of the contract without penalty.

RFP Dispute Resolution Process and Procedures

Unsuccessful applicants may request a debriefing within 60 calendar days following the date of the contract award notification. The request should be submitted to the Program Operations Manager, Debbie Modrovsky dmodrovsky@lumenus.ca who will respond to the vendor and arrange an applicant debriefing within 10 business days of receiving the request.

When conducting vendor debriefings, Lumenus will:

- Confirm with each applicant the date, time and location of the debriefing session in writing
- Conduct separate debriefings with each applicant, where requested
- Not disclose information concerning other applicants, other than the names and address of the applicants who participated in the competitive process
- Not answer questions unrelated to the competitive process
- Provide a general overview of the evaluation process set out in the procurement document
- Discuss strengths and weaknesses of the applicant's submission in relation to specific evaluation criteria
- Provide suggestions on how the applicant may improve future submissions
- Address questions and issues raised by the applicant in relation to their submission

Subsequent to the applicant debriefing process, if an applicant wishes to dispute the outcome of the RFP process, the aggrieved party is to file the bid protest in writing to the CEO, by registered mail within 10 business days of the debriefing meeting. A protest in writing shall include:

- The name and address of the complainant
- Identification of the RFP process being protested
- The date of the debriefing and the name of the procurement officer who conducted the debriefing
- Detailed and factual statements of grounds for protest
- The complainant's arguments and supporting documentation and
- The complainant's requested remedy



The CEO will respond, in writing, to the complainant within 10 business days of receipt of the protest. The final decision on the issue will come from the CEO, in consultation with appropriate Lumenus senior management and Board of Directors involvement and shall be considered final and conclusive.

Information Disclosure

Any confidential information supplied to Lumenus may be disclosed by Lumenus where it is obliged to do so under the Freedom of Information and Protection of Privacy Act (FIPPA), by order of a court or tribunal or otherwise required by law.

Reservation of Rights

Lumenus reserves the right, in its sole and absolute discretion, to:

- a. at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the services as described in this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of services.
- b. evaluates a Proposal that includes one or more alteration, modification or amendment to the scope of work as permitted by Section 3 (whether such alteration, modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the evaluation criteria as set out in Section 5. to identify the alteration, modification or amendment that Lumenus determines is most advantageous to itself, and select that Proposal based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Proposal Price.
- c. accepts the Proposal which, applying the evaluation criteria as set out in Section 5. Lumenus determines what is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price.
- d. award separate contracts for portions of the services, including with respect to one or more payment items; and
- e. if only one Proposal is received, reject that Proposal, and terminate the process under this RFP, and proceed with the services as described in this RFP in some other manner, including entering negotiations with that Proponent with respect to any matter, including price.

No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- a. agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against Lumenus or any of its employees, directors,



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officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that Lumenus rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP);

and

b. waives any Claim against Lumenus and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and Lumenus for any reason whatsoever, including in the event that Lumenus rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

No Representation or Warranty

Each Proponent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation or information made or given by Lumenus, the Procurement Officer or any advisor to Lumenus, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section. Lumenus accepts no responsibility for any Proponent lacking any information.

No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and the Proponent's team, represents and confirms to Lumenus that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.

Each Proponent may not make any representations, solicitations, or other communications to any elected or appointed official, director, officer, or employee of Lumenus or to a member of the Evaluation Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then Lumenus may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7 Key Dates and Contact Information



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	Date	Time
RFP Issue Date	January 8 th , 2025	12PM EST
Email Intent to Submit a Response	January 15, 2025	5PM EST
Vendors' questions	Up to January 17, 2025*	5PM EST
Response to Vendor's questions	January 21 th , 2025	5PM EST
Deadline for electronic proposal submissions	January 31 st , 2025	5PM EST
Interviews for Selected Vendor(s)	February 10 th to 12 th , 2025	9-5PM EST
Contract Award Date	February 13 th , 2025	5PM EST
Contact	Program Operations Manager Lumenus Community Services 1126 Finch Ave West, Unit 16 Toronto ON M3J 3J6 dmodrovsky@lumenus.ca Please use the RFP name as the Subject Line along with your Company Name	

*Please note that applicant questions will be accepted up until January 17, 2025 at 5 p.m. and answers will be submitted to all interested applicants by January 21, 2025. After which time, no more questions will be accepted or answered.



8 Appendix A: Sample Contract

This Agreement is entered into this <Enter Date> by and between <Enter Consultant Name> (“Consultant”, “You”) and Lumenus Community Services (“Lumenus”).

Lumenus wishes to retain you, as an <Enter Name of Consulting Type e.g. information technology services> to provide services, as more particularly described in Schedule “A” to the Agreement (the “Services”).

Specifically, Lumenus and you agree that:

1. The term of this Agreement shall begin on <Enter Start Date> and continue to no later than <Enter End Date>.
2. You are an independent contractor and you shall not be considered to be in an employer/employee relationship or be considered the agent of Lumenus for any purpose whatsoever.
3. You acknowledge that you have purchased your own general liability insurance and will provide proof of same upon signing this agreement.
4. You acknowledge and agree that in order for you to perform the Services, Lumenus will disclose to you and you shall acquire information about matters and things which are confidential to Lumenus and its clients and both during the term of this Agreement and thereafter, you undertake not to disclose to any third party and shall cause each person or entity working under your direct or indirect control to whom you give access to such confidential information to keep confidential any such confidential information, except as may be necessary in the proper discharge of this Agreement, or after termination of this Agreement only with the written permission of Lumenus.
5. You further acknowledge and agree that such confidential information is and shall be the sole exclusive property of Lumenus and that you shall not acquire any right, title or interest in and to this confidential information. You acknowledge and agree that you do not require access to personal health information to provide the Services. Notwithstanding that, you do not require access to personal health information, you acknowledge that you may have access to areas of the premises used by the agency in which personal health information is used and stored. In the event that you inadvertently access or learn of personal health information about clients of Lumenus in the course of or as a result of providing the Services, you will immediately report the circumstances to the Privacy Officer. You will not review, copy, remove, use or disclose any personal health information that you inadvertently access or learn of in the course of or as a result of providing the Services.
6. You shall perform such duties as may be requested from you from time to time including but not limited to the duties and responsibilities described in Schedule “A” to this Agreement.



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7. Lumenus reserves the right to require you to assume additional duties or to take away duties as may be required from time to time during the engagement as negotiated between you and Lumenus.
8. If applicable, you shall be required to submit a copy of all recordings/reports prepared for Lumenus or the client for each engagement, recognizing that Lumenus reserves the right to withhold payment of invoices should proper documentation not be submitted in a timely manner.
9. You agree that you will not, either directly or indirectly, solicit or accept work from a client of Lumenus with whom you have had dealings by virtue of your affiliation with Lumenus both during the term of this Agreement or for a period of one year following the termination of this Agreement for any reason.
10. You hereby sell, assign and transfer to Lumenus, its successors and assignees, without reservation and in perpetuity, all of your rights, title and interest in and to all works created in the performance of the Services (the “Works”), and all of your future contributions to the Works and all other ideas, concepts, characters, information and materials which you may contribute in connection with the Works, including without limitation, all worldwide copyrights, trade-marks and other rights therein and the exclusive right to all registrations, renewals and extensions of such copyrights, trade-marks and other rights in all countries in the world.
11. You hereby waive and relinquish in favour of Lumenus and its successors, assignees and licensees all “moral”, “authors” and analogous rights to which you may now or in the future be entitled to in connection with the Works.
12. you shall be free to provide the same or similar services to other organizations as long as such activities do not conflict with the performance of your duties under the terms of this Agreement.
13. You shall be solely responsible for the filing, collecting, remitting and payment, as applicable, of any and all taxes imposed on you by any governmental authority including, without limitation, income taxes, HST, employment insurance, Canada Pension Plan contributions and workers’ compensation contributions.
14. Both parties shall indemnify and save harmless each other, their successors and assigns, together with their officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, including statutory liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively “Claims”) which either party may incur by reason of or in connection with or arising from any breach, violation or non-performance by either party of any obligation contained in this Agreement, or any wrongful act or negligence of either party or their agents or employees which relates to this Agreement, howsoever arising, or any interpretation of the relationship between Lumenus and the Consultant as an employment relationship. Both parties acknowledge and agree that this indemnity shall survive any termination of this Agreement.
15. It is understood and agreed that the Consultant will not be liable to Lumenus, or any agent or associate of Lumenus for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.



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16. Lumenus may terminate the Agreement at any time if you breach a material term or condition of your engagement.
17. Either party may terminate this Agreement with 10 days written notice to the other party or, at any time by mutual consent of both parties.

Reporting in relation to this Agreement will be to <Enter Name and Title of the Person The Contractor Reports to>. All Schedules to this Agreement are incorporated by reference and form an integral part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date first written above.

<Enter Name & Title of Signatory>
Lumenus Community Services

<Enter Name of Vendor>

Date

Date



SCHEDULE “A”

Scope & Hours of Services and Compensation Terms

1. The scope of services for this agreement are expected to include but be limited to assistance with:
 - a. <Enter description in points as needed>
2. Lumenus shall pay the Consultant a fee of:
 - a. Fixed price of \$X for the scope of work to be completed or
 - b. Time and materials for work to be paid based on \$X/hour + HST based on an estimate of X hours per week for approximately X weeks for an estimated contract value of \$X. Monetary amounts referred to in this Agreement are in CAD (Canadian Dollars) or
 - c. Cost reimbursement of up to \$X for the estimated costs to be incurred by the supplier in completion of the scope of work for which a premium of X% or \$X will be added for a total value of \$X.
3. The term of this Agreement shall begin on <Enter Start Date> and continue to <Enter End Date>. Options to extend this agreement must be reviewed with the Procurement Officer to ensure all Lumenus procurement requirements and approval authorizations are appropriately adhered to prior to an extension being implemented.
4. Work in excess of the above must be approved and with the express written permission of <Enter Name of Approver>.
5. Payment for the Services rendered shall be forwarded upon the receipt of a monthly invoice that specifies the date and timing the Services were rendered, describes the Services, and the total number of hours.
6. Lumenus reserves the right to withhold payment of invoices should proper documentation not be submitted in a timely manner.
7. Lumenus will provide payment within 30 days of issue of invoices.



9 Appendix B: Proposal Submission Form

I. Proponent Information

Please fill out the form, naming one contact person of the Proponent:

<u>Proponent Information</u>	
Full Legal Name:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Email Address:	
Company Website (if any):	
<u>Proponent Contact Information</u>	
Full Legal Name and Title:	
Proponent Contact Phone Number:	
Proponent Contact Email:	

II. Ability to Provide Scope of Services

The Proponent has a clear and thorough knowledge of the required Scope of Services as described in this RFP. The Proponent represents and guarantees its ability to provide the Scope of Services in accordance with the requirements of the RFP.

III. Pricing

In accordance with the instructions stated in the RFP, the Proponent confirms the pricing information provided is accurate.

IV. Addenda

The Proponent is deemed to have taken into consideration the addenda issued by Lumenus prior to the RFP Addendum Deadline. It is requested from the Proponent to confirm that it has received all addenda by listing the addenda numbers (*list below*), or if no addenda were issued, write the word "None", on the following line:

_____. If this Section is not completed, the Proponent will be deemed to have received all



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posted addenda.

V. No Prohibited Conduct

The Proponent declares that it has not participated in any conduct prohibited by this RFP.

VI. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” means any prior, existing, or reasonably foreseeable circumstance involving the Proponent (which for the purposes of the entirety of this definition includes any individual reasonably connected to the Proponent), that has the potential to compromise or bias the Proponent’s professional judgement, objectivity, impartiality, or public/fiduciary duties, and includes an Apparent Conflict of Interest. An “Apparent Conflict of Interest” exists where a reasonable person having knowledge of any prior, existing, or reasonably foreseeable circumstances affecting the Proponent is likely to perceive that those circumstances are to compromise or cause bias to the Proponent’s professional judgement.

In its sole discretion, the final determination of whether a Conflict of Interest exists shall be made by Lumenus.

If the box below is left blank, the Proponent will be deemed to declare that

- (a) no Conflict of Interest exists in relation to Proponent’s Proposal
- (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP

Otherwise, if the statement below applies, check the box.

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out details of the actual or potential Conflict of Interest (*indicate below*).

VII. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed (a) where required by law or by order of a court or tribunal; and (b) by Lumenus, on a confidential basis, to the advisors retained by Lumenus to advise or assist with the RFP process, including with respect to the evaluation this Proposal.



Signature of Proponent Representative

*I have the authority to bind the Proponent

Name of Proponent Representative

Title of Proponent Representative

Signature of Witness

Name of Witness

Date