

Request for Pre-Qualification Template

October 2018

REQUEST FOR PRE-QUALIFICATION

RFPQ NO. **[INSERT]**

FOR

[Insert high level description of Solution.]

ISSUE DATE: **[INSERT]**

APPLICATION SUBMISSION DEADLINE: **12:00:00 P.M. EASTERN [INSERT "STANDARD" OR "DAYLIGHT SAVINGS"]** TIME ON

[Insert RFPQ Application Submission Deadline]

[Drafting notes and input fields are set off with square brackets, shaded and in italics and bold. After considering all drafting notes, change any text that is to remain in the draft agreement so that the formatting aligns with the surrounding text.]

[Input fields that are formatted in italics and bold, but not highlighted are inputs for the proponent and should be left as is in the posted RFPQ]

[Remove all instructions before issuing]

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[Insert RFPQ # and title]

Receipt Confirmation Schedule

[If deleting this requirement, also delete this schedule.]

To: [Insert name of Purchasing Organization]

Re: RFPQ No. [Insert]

Proponents are requested to acknowledge receipt of RFPQ **[Insert details]** and their intent to submit an Application by sending this Receipt Confirmation Schedule by email to the attention of the RFPQ Coordinator. Proponents submitting this Receipt Confirmation Schedule will be notified of any addendum issued to this RFPQ, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFPQ.

[Please check your answer]

I / We DO DO NOT Intend to submit an Application in response to this RFPQ.

Representative's contact information:

_____	_____
Name	Representative's Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date

Email	

[Insert RFPQ # and title]

REQUEST FOR SUPPLIER PRE-QUALIFICATION

PART 1

INTRODUCTION AND BACKGROUND

1.1 Purchasing Organization and Purchasers

This RFPQ is issued by **[Insert name of organization]** (the “Purchasing Organization”) on behalf of the Purchasers listed in the following table:

[Include only participating Purchasers below]

The Purchasing Organization is **[Briefly describe the organization and its mandate]**. The Purchasing Organization will administer the RFPQ process described in the RFPQ for the benefit of the Purchasers.

1.2 Summary of Background and Problem Statement

[This section should provide a very brief description of the context and background of the need, and then describe the problem statement. See the discussion on identifying the need in the Outcome-Based Specifications Guide. It is important to ensure that Proponents are directed to the Statement of Needs Schedule for full details.]

The Solution requirements, principles and objectives are detailed in the Statement of Needs Schedule.

1.3 RFPQ Objectives

This RFPQ is part of an innovation procurement methodology. That methodology focuses on identifying the desired outcomes within an established operational and technical framework, to allow Proponents to propose innovative solutions.

[Use this paragraph if this RFPQ is being used to qualify suppliers to participate in a Second Stage Process (but not if that process is part of a “Competitive Dialogue” procurement methodology):] This RFPQ is intended to qualify suppliers to participate in a Second Stage Process.

[Use this paragraph if this RFPQ is being used to qualify suppliers to participate in a “Competitive Dialogue” procurement methodology] This RFPQ is intended to qualify suppliers to participate in competitive dialogue sessions with the Purchasing Organization regarding the parameters of a Solution. Those sessions are intended to assist the Purchasing Organization to refine and enhance the functional requirements and outcome-based specifications set out in the Statement of Needs Schedule, at which point it may commence a Second Stage Process. Only suppliers who are qualified by this RFPQ are eligible to participate in any such Second Stage Process. ***[The last sentence is optional. A Competitive Dialogue procurement methodology need not restrict participation in a Second Stage Process to only suppliers who participated in the RFPQ. Consider whether the nature of the Solution merits imposing such a restriction.]***

A Second Stage Process will be initiated at the option of the Purchasers to award a single contract ***[OR: one or more contracts]*** for ***[*]***. ***[If the Solution is a product, insert the following (with appropriate edits): the research, development, design, manufacturing, prototyping and testing of the Solution, and if the foregoing are successful, ongoing production of the Solution for the Purchasers.] [If the Solution is a service, insert the following (with appropriate edits): research, development, design and testing of the Solution, and if the foregoing are successful, delivery/performance of the Solution to/for the Purchasers. In either case, speak to intentions regarding intellectual property ownership.]***

The Second Stage Process will involve ***[insert description of Second Stage Process]***. ***[Consult the BPS Primer on Innovation Procurement regarding what additional text is needed to describe the Second Stage Process. The text varies by innovation procurement model.]***

THIS IS A NON-BINDING PROCESS. IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF THE ISSUER AND/OR ANY BIDDER TO NOT PROCEED, AS THERE IS NO LEGALLY BINDING OBLIGATION ON THE ISSUER OR ANY BIDDER TO PROCEED OR ON ANY PARTICIPANT TO PROCEED. SEE SECTION 2.3 (Not a Tender, No “Contract A” / “Contract B”).

1.4 Form of Agreement

[Likely, in an innovation procurement, it is likely premature to describe any elements of the Form of Agreement. See the “Form of Agreement” section of the Request for Solutions Template, and consider whether anything can be said at the RFPQ stage about the intended Form of Agreement. If no definitive aspects of the Form of Agreement have been determined, then delete this section.]

1.5 RFPQ Timetable

The following is a summary of the key dates in the RFPQ process:

[The following timetables represent some of the typical events that apply in an RFPQ process, which dates should be set out in chronological order. Delete all events that are not applicable to the RFPQ, and add any event that should be included. Also, the overview of the evaluation process set out in Part 4 (Evaluation Process) needs to be adjusted to reflect this Timetable.]

Event	Location	Date
RFPQ Issue Date	–	[Insert]
Potential Proponents’ Briefing [Optional]	[Insert]	[Insert]
Deadline for Questions <i>(see Section 2.7.1 (Submission of Questions))</i>	–	[Insert]
Last Day to Issue Addenda Before Application Submission Deadline <i>(see Section 2.8 (Issued Addenda))</i>	–	[Insert]
Application Submission Deadline	–	[Insert and include date and time]
Oral Presentation and/or Site Visit [Optional] <i>(see Section 4.4)</i>	[Insert]	[Insert]
Anticipated Commencement of Second Stage Process	--	[Insert]

The Purchasing Organization may change any of the above dates and times, including the Application Submission Deadline, in its sole discretion and without liability, cost, or penalty. **[If the RFPQ will be used to define who is eligible to participate in a future RFS, then ensure that the period between issuing the RFPQ and the Application Submission Deadline accords with minimum requirements (e.g., trade treaties, Broader Public Sector Procurement Directive); however, you may need to allow more time (e.g., 45, 60 or more days) for an innovation procurement pre-qualification. Proponents will need time to develop their applications, and it is in the interests of Purchasers that they be afforded that time.]** If a change is made to any of the above dates, the Purchasing Organization will post any such change on **[Insert platform]**.

In the event of any change in the Application Submission Deadline, the Proponents shall thereafter be subject to the extended Application Submission Deadline.

[Consider including a timetable for the overall project of developing and deploying the Solution in the Statement of Needs Schedule.]

1.6 RFPQ Coordinator

All communications with the Purchasing Organization (or any Purchaser) regarding any aspect of this RFPQ **must** be directed to the RFPQ Coordinator:

- Name: **[Insert applicable information]**
- Title: **[Insert applicable information]**
- Address: **[Insert applicable information]**

Phone #: **[Insert applicable information]**

E-mail address: **[Insert applicable information]**

PART 2 RFPQ TERMS AND PROCEDURES

2.1 Definitions

In this RFPQ, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **“Agreement”** has the meaning ascribed in Section 1.4 (Form of Agreement). **[Delete if the Section is deleted.]**
- (b) **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (c) **“Application”** or **“Applications”** means all of the documentation and information submitted by a Proponent in response to the RFPQ.
- (d) **“Application Submission Deadline”** means the corresponding date and time as set out in Section 1.5 (RFPQ Timetable) **[that applies to the then-current Stage of the RFPQ,]** as may be amended from time to time in accordance with the terms of the RFPQ. **[Include optional shaded text if the RFPQ contemplates a multi-stage process, in which Proponents will have an opportunity to submit revised Applications.]**
- (e) **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.
- (f) **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- (g) **“Days”** means calendar days.

- (h) “Develop” or “Development” means [*].

[This term is used throughout the template as a placeholder for the range of activities that the successful Proponent will be expected to carry out under the Agreement.]

First, if the Agreement contemplates the production or delivery of the Solution (beyond a prototype or testing phase), then change the above to “Develop and Produce” or “Development and Production”, both here and throughout the RFPQ.]

[Second, as the text for the definition to this defined term, chose one of the following and edit the list of activities so that it encompasses what is expected of the successful Proponent under the Agreement:]

- *If the Solution is a product, insert the following (with appropriate edits): research, development, design, manufacturing, prototyping and testing, and if the foregoing are successful, ongoing production of the Solution for the Purchasers.*
- *if the Solution is a service, insert the following (with appropriate edits): research, development, design and testing of the Solution, and if the foregoing are successful, delivery/performance of the Solution to/for the Purchasers.]*

- (i) “Eligible Application” means an Application that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (j) “Evaluation Team” means the individuals who have been selected by the Purchasing Organization to evaluate the Applications.
- (k) “Form of Agreement” has the meaning ascribed in Section 1.4 (Form of Agreement).
- (l) “Personal Information” means recorded information about an identifiable individual or that may identify an individual that is received or collected by the Purchasing Organization as part of this RFPQ, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.
- (m) “Proponent” or “Proponents” means an entity that submits an Application in response to this RFPQ and, as the context may suggest, refers to a potential Proponent.
- (n) “Purchaser” or “Purchasers” means the hospitals that are participating in the RFPQ process, as administered by the Purchasing Organization.

- (o) **“Purchasing Organization”** means the organization identified in Section 1.1 (Purchasing Organization and Purchasers).
- (p) **“Request for Pre-Qualification”** or **“RFPQ”** means this Request for Pre-Qualification issued by the Purchasing Organization, and all addenda thereto.
- (q) **“RFPQ Coordinator”** means the individual identified in Section 1.6 (RFPQ Coordinator).
- (r) **“Second Stage Process”** means a competitive procurement process initiated by the Purchasing Organization on behalf of the Purchasers for the Solution, which process follows or is based on the results of this RFPQ, as described at Section 1.3 (RFPQ Objectives).
- (s) **“Solution”** means the *[insert general description of the solution – this should describe what the solution should do, rather than a fixed description of exactly how it should be done]* as described in more detail in the Statement of Needs Schedule.
- (t) **“Timetable”** means the timetable for this RFPQ, as described at Section 1.5 (RFPQ Timetable).
- (u) **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Application that is confidential to the Purchasing Organization and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFPQ process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFPQ process and result in any unfairness.

2.2 Interpretation

This RFPQ shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) Words in the RFPQ shall bear their natural meaning.
- (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be

deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- (d) In construing the RFPQ, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (e) Unless otherwise indicated, time periods will be strictly applied.
- (f) The following terminology applies in the RFPQ:
 - (i) Whenever the terms “must” or “shall” are used in relation to the Purchasing Organization or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchasing Organization shall” or the “Proponent shall”, as the case may be.
 - (ii) The term “should” relates to a requirement which the Purchasing Organization would like the Proponent to address in its Application.
 - (iii) The term “will” describes a procedure that is intended to be followed.

2.3 Not a Tender, No “Contract A” / “Contract B”

Notwithstanding any other provision of this RFPQ:

- (a) this RFPQ is merely a call for applications; it is not an offer to enter into a bidding contract (referred to as “Contract A”) or a tender call intending to place legally binding obligations on the Purchasing Organization, any Purchaser or any Proponent to enter into an agreement or to be bound by any of the terms of that Proponent’s Application; and
- (b) it is not the intention of the Purchasing Organization or any Purchaser to enter into an agreement for the deliverables described in this RFPQ or enter into any other legally binding obligations unless and until the Purchasing Organization has negotiated and finalized a separate written agreement satisfactory to both the Purchasing Organization and a Proponent, if any, with whom the Purchasing Organization decides to negotiate. Furthermore, the Purchasers intend that any such agreement would only be finalized as part of a separate competitive (or non-competitive) procurement process.

Applications are revocable by Proponents. Proponents may withdraw from this process at any time.

The Purchasing Organization is under no obligation to consider any Application that the Proponent seeks to modify following the Application Deadline. Applications and related information about Proponents will be assessed during the evaluation of Applications and accordingly, misleading or incomplete information, including withdrawn or altered information or pricing, could adversely impact any such evaluation (or result in the Purchasing Organization revisiting that evaluation) and may result in disqualification (in the Purchasing Organization's sole discretion).

2.4 Restricted Communications

Proponents that fail to comply with the requirement to direct all communications to the RFPQ Coordinator shall be disqualified from the RFPQ process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following (unless instructed to by the RFPQ Coordinator):

- (a) any director, officer, employee or agent of the Purchasing Organization (other than the RFPQ Coordinator);
- (b) any officer, employee or agent of any Purchaser, or any member of a Purchaser's governing bodies (such as Board of Governors, Board of Directors, Board of Advisors or Trustees);
- (c) any member of the Evaluation Team;
- (d) any expert or advisor assisting the Evaluation Team;
- (e) any elected official of any level of government, including any advisor to any elected official; or
- (f) any director, officer, employee or agent of any Purchaser.

2.5 Authorized Communications, Amendments, Waivers

Proponents are advised that from the date of issue of the RFPQ through any award notification:

- (a) only the RFPQ Coordinator is authorized by the Purchasing Organization to amend or waive the requirements of the RFPQ pursuant to the terms of this RFPQ; and
- (b) under no circumstances shall a Proponent rely upon any information or instruction from any officer, director, employee, agent of the Purchasing Organization, any Purchaser, or the Purchaser's governing body (such as Board of Governors, Board of Directors, Board of Advisors, or Trustees) unless the information or instruction is provided in writing by the RFPQ Coordinator.

2.6 Due Diligence, Inconsistencies, Errors, Etc.

Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Application. Every Proponent should carefully review the RFPQ to ensure that it has no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFPQ. ***[If the information set out in the RFPQ is intentionally incomplete, the Purchasing Organization should say this expressly, so that Proponents know they need to specifically investigate. Failure to identify any missing or incomplete information may undermine the process.]***

If a Proponent has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFPQ, the Proponent must notify the RFPQ Coordinator in writing prior to submitting an Application. The RFPQ Coordinator will then clarify the matter for the benefit of all Proponents. This requirement is intended to avoid claims by Proponents that, after submission of an Application.

2.7 Proponent Questions

2.7.1 Submission of Questions

The Purchasing Organization will use the following process regarding any request for clarification of any aspect of the RFPQ:

- (a) Proponents must submit requests for clarification by email, courier, or mail ***[Choose the preferred mode(s) of communication.]*** to the RFPQ Coordinator, or as may otherwise be directed by the RFPQ Coordinator.
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.
- (c) Where a question relates to a specific section of this RFPQ, reference should be made to the specific section number and page of the RFPQ.
- (d) Requests for clarification must be submitted at least 10 Days ***[Adjust timeline as appropriate.]*** prior to the Application Submission Deadline.

2.7.2 Responses to Questions

The Purchasing Organization will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.7.1 (Submission of Questions), subject to the provisions of this Section. Questions and answers will be distributed in numbered addenda to Proponents by posting such addenda on ***[Insert where posting is to occur.]*** In answering a Proponent's question(s) in any addenda, the Purchasing Organization will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Purchasing Organization may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude any question(s) that are either unclear or inappropriate; and
- (c) provide a single, consolidated answer to similar questions from various Proponents.

Where an answer results in any change to the RFPQ, such answer will be formally documented through the issue of a separate addendum reflecting that change.

2.8 Issued Addenda

The Purchasing Organization will only amend or supplement the RFPQ by issuing an addendum. Any amendment or supplement to the RFPQ made in any other manner will not apply to the RFPQ, the Purchasing Organization or any Purchaser.

Before submitting an Application, a Proponent shall be responsible to verify that it has received all of the addenda that have been issued. All addenda that have any impact on a Proponent's Application will be posted on the **[Insert where posting will occur]** at least **[10] Days [Adjust timeline as appropriate – 10 days is likely too short for proponents in an innovation procurement]** prior to the Application Submission Deadline, unless it is an addendum that extends the Application Submission Deadline.

2.9 Receipt Confirmation

[Optional – If this section is deleted, remove the corresponding schedule.]

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

2.10 Application Submission

[For electronic submission of Applications, use this paragraph.] To be considered in the RFPQ process, a Proponent's Application must be received by the Application Submission Deadline, and must be submitted through **[insert electronic platform or means of submission]**. Applications submitted in any other manner will be disqualified.

[For physical delivery of Applications, use this paragraph.] To be considered in the RFPQ process, a Proponent's Application must be received by the Application Submission Deadline, in a sealed package and should bear the Proponent's name, return address, and RFPQ # **[Insert]**, and addressed to:

[Insert]

Attention: RFPQ Coordinator

[If physical delivery of Applications is required, use this paragraph as well.] Applications submitted in any other manner will be disqualified. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFPQ may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFPQ.

[The remaining paragraphs apply to electronic or physical delivery.]

Applications received after the Application Submission Deadline shall not be considered. Regardless of the method of delivery of the Application chosen by Proponent, each Proponent is responsible for the actual delivery of its Application. A Proponent should allow sufficient time in the preparation of its Application to ensure its Application is received by the Application Submission Deadline.

Applications are to be submitted in English only, and any Application received by the Purchasing Organization that is not entirely in English may be disqualified. ***[If Applications are requested in French, adjust language accordingly.]***

2.11 Withdrawal of Application

A Proponent may withdraw its Application by providing written notice to the RFPQ Coordinator. An Application may be withdrawn at any time – including after the Application Submission Deadline. The Purchasing Organization has no obligation to return withdrawn Applications.

2.12 Amendment of Application

A Proponent may amend its Application after submission, but only if the Application is amended and resubmitted before the Application Submission Deadline. The Proponent must provide notice to the RFPQ Coordinator in writing and replace its Application with a revised Application, in accordance with the requirements of this RFPQ. The Purchasing Organization has no obligation to return amended Applications.

2.13 Clarification of Proponent's Application

The Purchasing Organization shall have the right at any time after the Application Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Application, without contacting any other Proponent. The Purchasing Organization shall not be obliged to seek clarification of any aspect of any Application.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Application in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchasing Organization from a Proponent in response to a request for clarification from the Purchasing Organization may be considered to form an integral part of the Proponent's Application, in the Purchasing Organization's sole discretion.

2.14 Verification of Information

The Purchasing Organization may:

- (a) verify any Proponent's statement or claim made in the Proponent's Application or made subsequently in any subsequent communication by whatever means the Purchasing Organization may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponent's statement, claim or Application, if such statement, claim or Application is patently unwarranted or is doubtful; or
- (c) access the Proponent's premises where any part of the work is to be carried out to confirm Application information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Purchasing Organization shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

2.15 No Publicity or Promotion

No Proponent, including the Preferred Proponent, should make any public announcement or distribute any literature regarding this RFPQ or otherwise promote itself in connection with this RFPQ or any arrangement entered into under this RFPQ without the prior written approval of the Purchasing Organization.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise that is contrary to the Purchasing Organization's wishes, noted above:

- (a) the Purchasing Organization may disqualify that Proponent; and
- (b) although the Purchasing Organization intends to treat all Applications as confidential, the Purchasing Organization may disclose any information about a Proponent's Application to provide accurate information and/or to rectify any false impression which may have been created.

2.16 Confidentiality and Privacy

2.16.1 Confidential Information of the Purchasing Organization and the Purchaser

At any time during this RFPQ process, the Purchasing Organization may request that all Proponents (or all Eligible Proponents, depending on the stage of the process) to sign a confidentiality agreement in connection with matters arising out of this RFPQ, and as a mandatory requirement to continue to participate in the RFPQ.

[Given that open competitive procurement processes inherently involve the disclosure of information to the public, it is not necessary to impose blanket confidentiality restrictions on

Proponents at the outset. However, if the Purchasing Organization intends to disclose Purchaser confidential information at some stage, then (per the above text) Proponents should be asked to sign a separate confidentiality agreement prior to that information being provided. Imposing a confidentiality agreement would likely only be relevant at an advanced stage of the process, if required at all. Remember, this Section is about Purchasing Organization / Purchaser confidential information. The Section below is about Proponent confidential information.]

2.16.2 Confidential Information of the Proponent

Except as provided otherwise in this RFPQ, or as may be required by Applicable Laws, the Purchasing Organization will treat the Proponents' Applications (including, but not limited to pricing and product information) and any information gathered in any related process as confidential, and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of this RFPQ and who are subject to binding confidentiality obligations.

The Purchasing Organization does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by the Purchasing Organization.

2.16.3 Personal Information

Personal Information shall be treated as follows:

- (a) ***Submission of Information*** – The Proponent should not submit as part of its Application any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Purchasing Organization request such information, the Purchasing Organization will treat this information in accordance with the provisions of this section and will maintain the information for a period of 7 years from the time of collection.
- (b) ***Use*** – Any Personal Information that is requested from each Proponent by the Purchasing Organization shall only be used to (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the successful Proponent, for contract management purposes.
- (c) ***Consent*** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchasing Organization. If any Personal Information is disclosed to the Purchasing Organization by a Proponent, the Purchasing Organization will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchasing Organization of the requested information for the purposes described herein.

2.17 Debriefing

Not later than 60 Days following the date of posting of the results of this RFPQ, a Proponent may contact the RFPQ Coordinator to request a debriefing from the Purchasing Organization.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

2.18 Bid Protest Procedure

[This section should be validated by the Purchasing Organization's legal counsel before being finalized as part of the Purchasing Organization's templates. This section should reflect the Purchasing Organization's documented bid protest / bid dispute procedure, as required by the BPS Procurement Directive.]

[This section should also reflect the rapid interim measures and dispute resolution measures that the Province of Ontario developing as part of its trade treaty obligations, and which will apply to BPS organizations. HSCN will modify this template once those measures are finalized.]

If a Proponent wishes to review the Purchasing Organization to review a decision made in respect of any material aspect of the RFPQ process, the Purchasing Organization will consider any written protest ("Protest") submitted to it that includes the following:

- (a) a specific identification of the RFPQ provision and/or procurement procedure that is alleged to have been breached;
- (b) a specific description of each act alleged to have breached the RFPQ provision and/or procurement procedure;
- (c) a precise statement of other relevant facts;
- (d) an identification of the issues to be resolved;
- (e) the Proponent's arguments and supporting documentation; and
- (f) the Proponent's requested remedy.

For the purpose of a protest under this RFPQ, the protest procedure to be followed by the Purchasing Organization is described at ***[Insert where to find details of bid review procedure]***.

2.19 Freedom of Information and Protection of Privacy Act

[Delete this section if this Act does not apply to any of the Purchasers or the Purchasing Organization.]

The *Freedom of Information and Protection of Privacy Act* (Ontario), applies to records in the custody or control of Ontario hospitals, and includes any information provided by Proponents in

connection with this RFPQ. Such information may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Application that, if disclosed to any other person, would harm that Proponent's competitive position. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Information and Privacy Commissioner. Generally, only specific portions of an Application should be identified.

2.20 Competition Act

Under Canadian law, a Proponent's Application must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

2.21 Trade Agreements

Proponents should note that this procurement process is within the scope of Chapter 5 of the Canadian Free Trade Agreement, and the Trade and Cooperation Agreement between Quebec and Ontario, and is subject to treaty requirements. ***[Include "Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement" in the foregoing list if it applies to the procurement (which depends on the subject matter of the procurement, and the estimated value of the resulting contract award).]***

For more information, please refer to the Internal Trade Secretariat website at www.cfta-alec.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at www.cfta-alec.ca/trade-enhancement-agreements/

2.22 Rights of the Purchasing Organization – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the Purchasing Organization reserves the right to: ***[It is advisable that the Purchasing Organization seek legal advice prior to invoking any of these reserved rights during a procurement process.]***

- (a) make public the names of any or all Proponents;
- (b) as part of the evaluation process, request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Application, at the Purchasing Organization's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Application or to change or enhance the Proponent's Application in any material manner;

- (c) waive formalities and accept Applications that substantially comply with the requirements of this RFPQ, in the Purchasing Organization's sole discretion;
- (d) verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in an Application, as described in Section 2.14 (Verification of Information);
- (e) disqualify any Proponent whose Application contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchasing Organization impedes the evaluation process, or whose Application is determined to be non-compliant with the requirements of the RFPQ;
- (f) disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Purchasing Organization, and the Purchasing Organization determines that no reasonable mitigation are possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of the Purchasing Organization;
- (g) disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- (h) disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (i) disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - (i) are subject to final judgments in respect of serious crimes or other serious offences; or
 - (ii) have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent (including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Application);
- (j) disqualify any Proponent if the Proponent has failed to pay taxes;
- (k) make changes, including substantial changes, to this RFPQ provided that those changes are issued by way of addenda in the manner set out in this RFPQ;
- (l) accept or reject an Application if only one Application is submitted;

- (m) reject a subcontractor proposed by a Proponent within a consortium;
- (n) select a Proponent other than the Proponent whose Application reflects the lowest cost to the Purchasing Organization;
- (o) cancel this RFPQ process at any stage and issue a new RFPQ for the same or similar requirements, including where:
 - (i) the Purchasing Organization determines that it would be in the best interest of the Purchasing Organization and/or the Purchasers not to award an Agreement;
 - (ii) the Application prices exceed the funds available for the Solution; or
 - (iii) the funding for the acquisition of the Solution has been revoked, modified, or has not been approved;

and where the Purchasing Organization cancels this RFPQ, the Purchasing Organization may do so without providing reasons, and the Purchasing Organization may thereafter commence a new competitive procurement process, engage in limited tendering, or take no further action in respect of the matters contemplated by this RFPQ; or

- (p) reject a Proponent that has launched legal proceedings against the Purchasing Organization and/or the Purchasers, or is otherwise engaged in a dispute with the Purchasing Organization and/or the Purchasers.

By submitting an Application, the Proponent authorizes the collection by the Purchasing Organization of the information identified in this RFPQ, which the Purchasing Organization may request from any third party.

2.23 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFPQ process, including all costs and expenses relating to the Proponent's participation in:

- (a) the preparation, presentation, and submission of its Application;
- (b) the Proponent's attendance at any meeting in relation to the RFPQ process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity; **[and]**
- (d) the preparation of the Proponent's own questions prior to the Application Submission Deadline; **[and]**

- (e) ***[Optional – use this text if the RFPQ is part of a “Competitive Dialogue” procurement methodology]*** any resulting any discussion and/or negotiation, if any, following this RFPQ and prior to the commencement of any Second Stage Process.

2.24 Entire RFPQ

This RFPQ and all Schedules form an integral part of this RFPQ.

2.25 Priority of Documents

In the event of any inconsistencies between the provisions of the main part of the RFPQ and the Schedules, the RFPQ shall prevail over the Schedules during the RFPQ process. ***[You may wish to reverse this and have the Schedules prevail.]***

2.26 Ontario / Canadian Law

The RFPQ and the Proponent’s Application will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

**PART 3
APPLICATION FORMAT AND CONTENTS**

3.1 Application Format

3.1.1 Application Components

[Revise the text below, depending on whether pricing will form part of the Application.]

The Proponent's Application should be comprised and formatted as follows:

- (a) 1 envelope marked "Technical Application" containing:
 - (i) ***[Insert number]*** original paper copy***[[ies]]*** of the Application, excluding the ; and
 - (ii) ***[Insert number]*** electronic copies (each copy on a separate CD-ROM or memory stick in either Microsoft Office or Adobe Acrobat format) of the Application, excluding the Pricing Schedule.
- (b) 1 separate sealed envelope marked "Pricing Application" containing:
 - [Insert number]*** original paper copy***[[ies]]*** of the Pricing Schedule; and
 - [Insert number]*** electronic copies (each copy on a separate CD-ROM or memory stick in either Microsoft Office or Adobe Acrobat format) of the Pricing Schedule.

[Optional – If using electronic submission, replace the above with:

The Proponent's Application should be comprised and formatted as follows:

- (c) 1 ***[specify file format, such as Microsoft Word, Adobe Acrobat format]*** with the file name "Technical Application - ***[specify any other preferred file name parameters]***" containing the Application, excluding the Pricing Schedule; and
- (d) 1 ***[specify file format, such as Microsoft Word, Adobe Acrobat format]*** with the file name "Pricing Application - ***[specify any other preferred file name parameters]***" containing the Pricing Schedule.]

3.1.2 Forms and Schedules

Applications should be submitted in accordance with the instructions set out in this RFPQ and by completing the Schedules referred to in Section 3.2 (Application Contents). Schedules should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of an Application and any of the copies, the original shall prevail. ***[Delete shaded sentence if using exclusively electronic submission]***

3.1.3 Application Formatting and Technical Matters

In preparing its Application, the Proponent should adhere to the following:

- (a) all pages should be numbered;
- (b) avoid using symbols in electronic file names unless directed to use them (&, #, etc.;
- (c) each electronic document should not exceed **[Insert amount]** MB in size; information may be split up into separate documents, if necessary;
- (d) avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- (e) **[Option 1: “no embedded hyperlinks to online literature are permitted;”]**
- (f) **[Option 2: “embedded hyperlinks to online literature that are included in an Application should be a direct link to the page setting out the necessary information rather than the Proponent’s main website;”]**
- (g) completely address, on a point-by-point basis, each requirement identified in Section 3.2 (Application Contents); and
- (h) respond to the requirements in the applicable Schedule, or as may be directed in this RFPQ – the Schedules provided, as appropriate, should be used for completing the Application.

3.2 Application Contents

Applications must contain the elements listed in under Section 3.3 (Mandatory Requirements). A failure to do so will result in the Application being disqualified. Proponents should provide responses to the mandatory requirements in the corresponding schedule or as otherwise directed.

Applications should address the elements listed under Section 3.4 (Rated Elements), by providing responses in the body of its Application under corresponding headings. Rated elements will be scored and failure by a Proponent to fully address any rated element will affect the Proponent’s evaluation and final score under Part 4 (Evaluation Process). **[If using a minimum score approach, add the following sentence: “Applications that reach or exceed the minimum score for each rated element will be eligible to proceed to the next stage of the evaluation process (an Eligible Application).”]**

[Optional – delete if pricing is not requested.] Pricing information is to be provided per the Pricing Schedule, and submitted separately from the rest of the Application pursuant to Section 3.1.1 (Application Components).

3.3	Mandatory Requirements¹	Evaluation
3.3.1	<p>Mandatory Requirements Checklist</p> <p>The Application includes the Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
3.3.2	<p>Declaration and Certification</p> <p>The Application includes the Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
3.3.3	<p>Unfair Advantage and Conflict of Interest Statement</p> <p>The Application includes the Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
3.3.4	<p>References</p> <p>The Application includes the References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>

Rated elements continue on next page.

¹**[The mandatory requirements set out in the table are examples, and may not apply (or may not appropriately be treated as ‘mandatory’) in a particular procurement process. When deciding on the mandatory requirements, keep in mind that a Proponent must meet every mandatory requirement or the Purchasing Organization must disqualify that Proponent’s Application. It is preferable to have as few mandatory requirements as possible. Consider carefully if a requirement should be made mandatory, and if there are other ways to present the requirement (e.g., as a rated element with a high minimum score threshold).]**

[Insert RFPQ # and title]

3.4 Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
Part A Corporate Overview		Available Points: [*]	
<p>3.4.1 Executive Summary</p> <p>Provide an executive summary of the Application describing the main features, benefits, and any limitation or condition of its Application, in non-technical terms. Such executive summary should include no reference to pricing and should not exceed [three 8.5 x 11 inch pages].</p> <p>If a consortium is responding to this RFPQ, the Executive Summary should clearly state this, and should identify the lead entity.</p> <p>The Executive Summary should summarize the Application – in that no new information should be presented in the Executive Summary.</p>	[*]	[*]	<p>[Describe how Proponents may achieve maximum points – for example: “Clearly provide all requested information”.]</p>
<p>3.4.2 Corporate Overview</p>	[*]	[*]	<p>[Describe how Proponents may achieve maximum points</p>

²[The table sets out rated elements. Select those that apply to the specific circumstances and add others. Also, whichever rated elements are listed here will need to correspond to the rated elements set out in Article 4 (Evaluation Process).]

³[For each row in this column, either state “pass/fail” or a point value (representing the maximum available points for the criterion)]

⁴[This column provides the option of including minimum scoring thresholds for any criteria. Although not required, you should carefully consider the use of minimum scoring thresholds. If any element is critical to success, then it should have a minimum scoring threshold of a particular point value or a “pass” (if evaluated on a pass/fail basis). Minimum scoring thresholds perform a gatekeeping function during the evaluation process, by ensuring that Proponents that cannot meet a pre-determined minimum standard on a given evaluation criterion or category will not advance to the next stage of the evaluation process. Typically, where a minimum score is required to be met, the minimum is set at approximately 2/3 of the overall points allocated for each stage, however any minimum can be set.]

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
	<p>Provide the following for the Proponent (and, if the Proponent is representing a consortium, each member of that consortium):</p> <ul style="list-style-type: none"> • Indicate whether incorporated, partnership, sole proprietorship or other • Private company/public company (if public, the exchange it is listed on) • Canadian head office location or registered office (if any) • Corporate head office location (if different then above) • Brief overview of the company background • Number of years in business • Has your company or division been involved in a merger or acquisition in the past five years? 			<p><i>– for example: “Clearly provide all requested information”.</i></p>
3.4.3	<p>Financial Viability</p> <p>Provide any financial information (e.g., annual report, banking information, and/or guarantees) necessary to adequately establish the Proponent’s financial capability to Develop the Solution.</p> <p>Proponents should be clear and specific as to their financial resources, including their capacity to manage cash flow requirements over a term of [5]</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points. This will require some consideration on the manner and extent to which financial viability will be assessed (e.g., will specific ratios or other metrics be used?).]</i></p>

3.4 Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
<p>years or longer. <i>[Optional – Consider the extent to which the procurement will be of interest to sole proprietors or small companies. Scoring their years of experience or cash flow may preclude start-ups that have optimal solutions. This information should only be requested if financial viability over a long term is a legitimate concern of the Purchasers.]</i></p>			
<p>3.4.4 Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to effectively Develop the Solution.</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points – for example “Clearly provide all requested information. Proponents that indicate that they have no legal actions will receive the maximum number of points for this section. Proponents who are subject to legal action will be scored on the degree to which the legal action may increase the risks or costs to a Purchaser, or diminish the effectiveness of the Proponent’s performance or output. If the Evaluation Team determines that legal actions present significant concern in light of the foregoing, the Proponent may receive zero points for this section.”]</i></p>

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
Part B Experience and Qualifications		Available Points: [*]		
<p>3.4.5 Proponent Experience</p> <p>Describe Proponent’s experience working in a substantively similar context (i.e., public health system, institutional health care providers).</p> <p>Describe Proponent’ experience providing substantively similar goods/services as the Solution.</p> <p>Also, if the Proponent represents a consortium:</p> <ul style="list-style-type: none"> • Describe its experience and success in working in a consortium model • Indicate how the Proponent (as prime contractor) and the members of the consortium individually contribute to the qualities, capabilities and experiences required. 	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>	
<p>3.4.6 Personnel</p> <p><i>[Optional – to be used when requesting personnel information, such as that which typically can be found in resumes.]</i></p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will form the Proponent’s core team <i>[OR: describe specific roles]</i>, which may include resumes, documentation of</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>	

3.4 Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
accreditation, and/or letters of reference. See Section 2.16.3 (Personal Information) before submitting any such personal information.			
Part C Solution Description and Components			Available Points: [*]
<p><i>[The text in this part of the table is illustrative and cannot be used without customization. This section is intended to solicit information on existing or proposed elements of the Solution, or the proposed Solution. To be effective, this section requires significant customization to ensure that what is being asked of Proponents makes sense in the context of the Purchasers' requirements, principles, and objectives for the Solution. Each heading should have its own row in this table, with a corresponding score and description of how Proponents achieve maximum points.]</i></p>			
<p>3.4.7 Solution Description</p> <p>Provide a general description of the Solution.</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>
<p>3.4.8 Functional Requirements</p> <p><i>[Reference functional requirements set out in the Statement of Needs Schedule, and for each, ask the Proponent to discuss its capabilities.]</i></p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>
<p>3.4.9 Technical Requirements</p> <p><i>[Reference technical requirements set out in the Statement of Needs Schedule, and for each, ask the Proponent to discuss its capabilities.]</i></p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
3.4.10	Implementation and Change Management Requirements <i>[Reference implementation requirements set out in the Statement of Needs Schedule, and ask the Proponent to discuss its capabilities.]</i>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
3.4.11	Patient Value Describe how the Solution will provide value to patients (e.g., improving patient experience, improving quality of life, providing better diagnosis, resulting in fewer complications, and delivering better short-term and long-term outcomes)?	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
3.4.12	Intellectual Property Rights Describe what existing intellectual property will be used as part of the Solution. Describe how the Proponent has the right to use that intellectual property, and the right to permit the Purchaser to use it according to the Statement of Needs Schedule.	[*]	[*]	<i>[Describe how Proponents may achieve maximum points. For example,</i> <i>Does the extent and use of existing intellectual property align with the Purchaser's intentions around intellectual property ownership?</i> <i>Does the proponent have sufficient intellectual property rights in existing intellectual</i>

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
				<i>property to provide the Solution?]</i>
<p>3.4.13 Risk-Sharing</p> <p>Describe your willingness to enter a risk- or gain-sharing arrangement as part of the Agreement.</p> <p>Describe your proposed terms and approach to risk-sharing – in terms of achieving, not-achieving or exceeding performance metrics and objectives.</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points. For example:</i></p> <p><i>To what extent does the proposed risk sharing model demonstrate the proponent’s commitment to the Purchaser and to the Solution?</i></p> <p><i>Does the model shift risk to the Purchaser? To what degree?</i></p> <p><i>Does the plan align with stated performance objectives?]</i></p>	
<p>3.4.14 Personal Health Information</p> <p><i>[Optional – Use this provision if it is likely that the supplier will be collecting, using, disclosing, or retaining personal health information (PHI) under PHIPA or other legislation under the Agreement.]</i></p> <p>The Proponent should explain:</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>	

3.4 Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
<p>(a) How the Proponent’s information practices comply with PHIPA;</p> <p>(b) How the Proponent proposes to protect “personal health information” (as such term is defined in PHIPA) from theft, loss, and unauthorized access, copying, modification, use, disclosure, and disposal;</p> <p>(c) The processes and practices the Proponent has implemented to manage a “data breach” (i.e., the theft, loss, unauthorized access to, copying, modification, use, and disposal of personal health information); and</p> <p>(d) Whether any information is to be stored or used in, or accessed from, a location outside of (i) Ontario; and (ii) Canada.</p> <p>The Proponent should provide samples of the materials the Proponent has made available to the public describing its information practices and any applicable privacy policies.</p> <p>The Purchasers intend that the Information Practices Schedule will be incorporated into the Agreement.</p> <p>The Proponent should describe how it will comply with the requirements of the Information Practices Schedule if it is the successful Proponent.</p> <p><i>[For projects that have specific privacy requirements such as information network providers, direct collection by the supplier of PHI, consultation with the Privacy Officer of the relevant Purchaser and revisions to this clause should take place prior to the RFPQ being issued.]</i></p>			

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
3.4.15	<p>Compliance with Accessibility Standards</p> <p>[Optional] Describe how the proposed Solution will be in compliance with applicable accessibility standards under the <i>Accessibility for Ontarians with Disabilities Act, 2005</i> and its regulations, including any policies and personnel training that have been or will be implemented by the Proponent in respect thereof.</p>	[*]	[*]	<p>[Describe how Proponents may achieve maximum points.]</p>
Part D Approach and Work Plan				Available Points: [*]
3.4.16	<p>Proposed Approach</p> <p>Describe the critical success factors, risks and strategic opportunities for this project.</p> <p>Describe your methodology and approach, beginning with initial client engagement to design, development/customization, implementation, testing [and adoption, go-live and post go-live support] for the Solution.</p> <p>You should address your approach to:</p> <ul style="list-style-type: none"> • Project management • Design process • Change management 	[*]	[*]	<p>[Describe how Proponents may achieve maximum points.]</p>

3.4	Rated Elements ²	Scoring ³	Minimum Score Threshold ⁴	Evaluation
3.4.17	<p data-bbox="373 378 653 410">Proposed Work Plan</p> <p data-bbox="184 448 1184 521"><i>[Likely, it will be premature to ask Proponents to submit this information at the RFPQ stage.]</i></p> <p data-bbox="184 558 1163 704">Provide a detailed work plan of the key activities and tasks, milestones, and timeframes for the Development of the Solution – use a chart, graphic, or similar visual tool. The names of persons performing each task should be included.</p>	[*]	[*]	<p data-bbox="1562 378 1913 488"><i>[Describe how Proponents may achieve maximum points.]</i></p>

[Insert RFPQ # and title]

**PART 4
EVALUATION PROCESS**

4.1 General

The evaluation of the Applications will be conducted by the evaluation team (the “Evaluation Team”) in several stages, as described below. **[Stages III to IV are optional. If a stage is removed, the change should be reflected in all the relevant sections below.]** The evaluation of the Applications will be conducted individually by each member of the Evaluation Team and averaged into a final score for each stage. The Purchasing Organization will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

[The table below provides the option of including minimum scoring thresholds. Although not required at all, you should carefully consider if and at what point you should use minimum scoring thresholds. If any rated element is critical to success, then it should have a minimum scoring threshold. Minimum scoring thresholds perform a gatekeeping function during the evaluation process, by ensuring that Proponents that cannot meet a pre-determined minimum standard on a given evaluation criterion or category will not advance to the next stage of the evaluation process. Typically, where a minimum score is required to be met, the minimum is set at approximately 2/3 of the overall points allocated for each stage, however any minimum can be set. Ensure that your decision to use minimum scores carries through in the table below and throughout this Part 4.]

Stage	Description	Points	Minimum Score [Optional – delete this column if not required]
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Elements	[Insert total available points under Section 3.4 (Rated Elements)]	[Insert]
III	Oral Presentation and/or Site Visit [Optional]	[Insert]	[Insert]
IV	Risk Mitigation [Optional]	[Insert]	[Insert]
V	Pricing [Optional]	[Insert]	[Insert]
VI	Reference Verification	[Insert or (Pass/Fail)]	[Insert or Pass]
	Total	[Insert]	N/A

4.2 Stage I – Review of Mandatory Requirements

An Application must meet the requirements of Section 3.3 (Mandatory Requirements).

4.3 Stage II – Evaluation of Rated Elements

The Evaluation Team will score each Eligible Application according to the rated elements listed under Section 3.4 (Rated Elements).

4.4 Stage III – Oral Presentation and/or Site Visit

[This section is Optional. Delete if it is not needed.]

[Consider short listing the candidates to a manageable number of Oral Presentations and/or Site Visits. If appropriate add the following sentence: “Only the [Insert #] highest ranked Applications from Stage II will be invited to participate in the Oral Presentation and/or Site Visit stage.”]

The purpose of the Oral Presentation and/or Site Visit will be to allow the Proponent to address the major elements of its Application, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team so as to validate the evaluation results of the Application. In advance of the Oral Presentation and/or Site Visit, each Proponent invited to make a presentation will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its Application or otherwise introduce new information during the Oral Presentation and/or Site Visit stage. ***[If using a minimum score approach, add the following sentence: “Eligible Applications that do not meet the minimum score for the Oral Presentation and/or Site Visit will be disqualified”.]*** In addition, the Oral Presentation and/or Site Visit will be evaluated on the basis of the following framework: ***[These are illustrative only. Proponents should have a general sense of the purpose of the oral presentation and/or site visit.]***

Oral Presentation and/or Site Visit	
1	Demonstration of Proponent commitment to the Purchasers
2	Response to all Proponents’ pre-defined questions developed from Application
3	Response to specific Proponent pre-defined questions developed from Application
4	Proponent’s willingness to accept accountability for project
5	Demonstrated credibility and perceived confidence in Proponent’s ability to Develop the Solution in a way that meets or exceeds the needs of the Purchasers within the required delivery time at a cost effective price

	Oral Presentation and/or Site Visit
6	[Set out others]

4.5 Stage IV – Risk Mitigation

At this stage, the Evaluation Team will have identified the risks inherent in each Eligible Application and will review each Proponent’s proposed initiative to manage and mitigate such risks. Information considered at this stage may include information arising from the Oral Presentation and/or Site Visit stage. **[If using a minimum score approach, add the following sentence: “Eligible Applications that do not meet the minimum score for Risk Mitigation will be disqualified.”]**

4.6 Stage V – Pricing

[OPTIONAL – It may not always be appropriate or necessary to request pricing at the RFPQ stage. On one hand, it is useful to have a general notion as to whether pricing will exceed expectations (before proceeding to the next stage of the process); and in some cases, it can be critically important to get a notion of cost. Also, a Proponent could easily provide pricing information if it is re-purposing an existing solution. On the other hand, if the solution must be developed in full, a Proponent might only be able to provide information about hourly rates or similar information. If no pricing information is requested, then delete this section. Otherwise, the method of scoring pricing set out below is suggested. However, other methods may be more appropriate – particularly if the price to Develop the Solution is anticipated to be very high.]

Only at the completion of all other rated criteria for all Eligible Applications will the RFPQ Coordinator open the envelope containing the Pricing Schedule of the Eligible Applications.

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Pricing Schedule. **[If electronic submission is used, replace the word ‘envelope’ with ‘document’.]**

Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price for the Development of the Solution by the Proponent’s price for the Development of the Solution. For example, if the lowest price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids \$240.00 will receive 50% of the possible points (120/240 = 50%).

(Lowest Price/2nd Lowest Price) x Total available points = Score for Application with 2nd lowest price

(Lowest Price/3rd Lowest Price) x Total available points = Score for Application with 3rd lowest price

[The above indicates that what will be evaluated is the price for the development of the Solution – which would not necessarily include the price to purchase the Solution itself. Consider whether and how to assess pricing for the Solution itself. For example, if the pricing for the purchase of the Solution is to be evaluated in the RFPQ (rather than to be determined in the future), this may involve:

(A) Creating two pricing evaluations – one for the Development activities, and one for the Solution itself – and evaluating both pricing elements as part of Stage V – Pricing; or

(B) Evaluating the pricing for the Development activities as part of Stage V – Pricing, while evaluating the projected pricing for the Solution as part of Stage II – Evaluation of Rated Elements.

Alternatively, the Purchaser could set a maximum cost (whether purchase price or total cost of ownership) and make that maximum cost a mandatory requirement of the Solution (both in the RFPQ and the Agreement).

For more discussion around the total cost of ownership, see the Total Cost of Ownership Guide. If Proponents are to provide information about total cost of ownership, it is critical that the RFPQ itemize each element (which may include, among other matters, training, maintenance/support, replacement parts and disposal). If the RFPQ does not specify the various elements, Proponents may submit different pricing elements and the fair evaluation of Proponents' Applications will likely be impeded.

Also, while the pricing evaluation methodology set out above is a standard one, consider whether a different approach should be used instead. For example, the Purchasing Organization may wish to assess the degree to which Proponents deviate from an average price, rather than the lowest price. Another example is a "fit the budget" approach, which is based on the maximum price the Purchaser is willing to pay. Under this approach, the Purchaser would develop (and disclose in the RFPQ) a maximum price taking into account its budgetary constraints, as well as the market price for similar goods or services as the Solution, and the terms of the contract that may impact price (e.g. timelines, delivery particulars, warranty features, etc.). Any proponent that bids a price that is equal to the maximum price would receive zero points, and all Proponents that bid a price above this maximum price would be disqualified. Points are then allocated for the remaining Proponents based on how far their price is below the maximum price. The points can be allocated in different ways, whether by a similar method to that noted above, or by a formula of taking the difference in the Maximum Price and the Proponent Price, dividing it by the Maximum Price, and multiplying the result by the total available points:

(Maximum Price – Proponent Price) / Maximum Price x Total available points = Score

This latter approach may result in relatively low pricing scores – although the scores are weighted relative to each other, it may result in pricing having less impact relative to other

evaluation criteria. It is very important to consider the effect of any chosen pricing evaluation methodology when drafting the RFPQ.]

4.7 Stage V – Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a [scored] [OR: a pass/fail basis] as to their satisfaction with the performance of the Proponent, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team. ***[Note that a methodology for verifying the references should be developed well before the time comes to verify the references. For example, what will the references be asked to comment upon?]***

4.8 Tie Break Process

Where two or more Applications achieve a tie score on completion of the evaluation process, the Purchasing Organization shall break the tie by ***[Indicate the tie break method. Price may or may not be a suitable tie break. Likely, the tie should be broken based on the rated element category that has the highest weighting.]***

[Insert RFPQ # and title]

Statement of Needs Schedule

[At the RFPQ stage, it is expected that this Schedule will be fairly preliminary (and that it will be refined and enhanced as part of subsequent stages in the innovation procurement process). However, to the extent this information is available, it should be provided.]

Describe the functional or performance needs for the Solution. The description should use outcome-based specifications to the greatest extent possible (see Outcome-Based Specifications Guide for more information). This description should include, among other things:

Objectives and Principles

- *Describe the current need and what the Solution is expected to achieve*
- *Describe the consequences of not addressing the current problem*

Background and History

- *Provide useful historical background*
- *Identify key stakeholders, departments or functions within the Purchaser that are impacted by the current need and will benefit from the Solution*
- *Identify where the problem is occurring*
- *Confirm the timing of this problem, whether it is occurring now, is anticipated in the future, or a combination of the two*
- *Describe any risks identified through market analysis or early market engagement strategies*
- *Describe any constraints on the nature of the development, such as limitations of the site, interaction with other organizations*

Requirements

- *Identify what the successful Proponent will be required to do using outcome-based specifications*
- *Identify the general requirements and parameters for the Solution including the expected timeframe for the deliverables, performance measures, operating expectancies, and service levels*
- *Describe how the deliverables should be presented and to whom*
- *Describe with whom the successful proponent will be expected to interact during the project*
- *Outline the reporting requirements*
- *Detail known quality standards*
- *Ask the Proponents to describe*
 - *the expertise/resources they will provide to develop the Solution*
 - *milestones and phases, including what happens at each phase*
- *Set out any sustainable performance objectives and the acceptance process that will determine when the Solution is acceptable]*

[Insert RFPQ # and title]

Information Practices Schedule

[This may not be needed if the Solution will not involve PHI, or if this is not evaluated as part of the rated elements in Part 3]

Collection, Use, and Disclosure of Personal Health Information (“PHI”)

1. The Supplier agrees to receive PHI from the Purchaser in accordance with the requirements of s. 17 or, in the case of health information network providers, s. 10(4) of PHIPA, as part of the Supplier’s provision of services to and on behalf of the Purchaser, and not on the Supplier’s behalf or for the Supplier’s own purposes.
2. For greater specificity pursuant to the Supplier’s obligations under section 1 of this Information Practices Schedule, if the Supplier is a health information network provider under PHIPA, the Supplier will provide the Purchaser with a Privacy Impact Assessment and a Threat Risk Assessment with respect to the services to be provided to the Purchaser pursuant to the Agreement.
3. The Supplier will only use as much PHI as is reasonably necessary to perform its obligations under the Agreement and will make PHI available only to those employees who require access in order to satisfy those obligations.
4. The Supplier will only use and disclose any PHI it receives from the Purchaser as is permitted or required under the Agreement or the laws of Canada and/or the province of Ontario.
5. The Supplier will ensure that any of its agents or subcontractors to whom the Supplier provides the Purchaser PHI has agreed in writing to the same restrictions and conditions that apply to the Supplier with respect to PHI.
6. The Supplier will not disclose PHI, or any information, to any affiliated or unaffiliated third party without the prior written consent of the Purchaser.
7. The Supplier will maintain a log of access and disclosure of PHI by the Supplier and the Supplier’s personnel and make such log available to the Purchaser as and when requested.

Practices to Protect Personal Health Information

8. The Supplier will employ appropriate safeguards to prevent theft, loss, and unauthorized access, copying, modification, use, disclosure, or disposal of PHI. **[If information management services are part of the Agreement use the following: Without limiting the generality of the foregoing, the Supplier will take reasonable steps to ensure that all PHI from the Purchaser is securely segregated from any information owned by the**

Supplier or third parties, including access barriers, physical segregation, and password authorization.]

9. The Supplier will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.
10. The Supplier will educate its employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements, and employee sanctions.
11. The Supplier will ensure that all employees who have access to PHI from the Purchaser have undergone screening that includes reference checks.
12. The Supplier will ensure that its employees who are fired, resign, or no longer require access to PHI from the Purchaser return all PHI to the Purchaser and can, thereafter, no longer access applications, hardware, software, network, and facilities belonging to either the Supplier or the Purchaser.
13. The Supplier will revoke any user's access to PHI if security is breached and on the Purchaser's reasonable request.
14. At the termination of the Agreement, the Supplier will return or destroy all PHI received from, created, or received by the Supplier on behalf of the Purchaser that the Supplier maintains custody of in any form and will retain no copies of PHI thereafter. The Supplier will certify to the Purchaser that all such PHI has been returned or destroyed, as the case may be. If such return or destruction of PHI is not feasible, the Supplier will notify the Purchaser of this fact, extend the protections of the Agreement to all PHI in your custody and will cease all further uses and disclosures.

Notification of and Communication with the Purchaser

15. The Supplier will provide the Purchaser with the name of a contact person at the Supplier's organization responsible for the Supplier's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.
16. The Supplier will provide notice to the Purchaser's Privacy Office if the nature of the Supplier's business and the services being provided to the Purchaser require that the Purchaser PHI must be transmitted or access be provided to any of the Supplier's personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the PHI will be transmitted or from where it will be accessed. The Purchaser's Privacy Office can be notified as follows:

[Insert Contact Information as appropriate]

17. The Supplier will report to the Purchaser's Privacy Office at the Supplier's first reasonable opportunity, but in any event no more than 48 hours after the Supplier becomes aware

of any use, disclosure (including being legally compelled), theft, or unauthorized access of PHI by the Supplier or any of your agents or subcontractors to whom you provide the Purchaser PHI.

18. The Supplier will refer anyone trying to access, correct, or complain about their PHI to the Purchaser's Privacy Office within 48 hours of receiving the complaint or request for access or correction. The Supplier will cooperate with and assist the Purchaser in the management of any such request for access or correction or complaint.
19. The Supplier will, upon request, make PHI available to the Purchaser for amendment and incorporate any amendments into the Supplier's records of PHI. During the term of the Agreement, the Supplier may never deny the Purchaser access to its patients' PHI.
20. The Purchaser reserves the right to: inspect any goods used or records maintained by the Supplier in connection with the provision of goods or services; question the Supplier's personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices.

Additional Purchaser Rights

21. Notwithstanding anything else contained in the Agreement, the Supplier authorizes, acknowledges, and accepts termination without notice of the Agreement by the Purchaser if the Purchaser determines the Supplier has violated any of these practices.
22. All of the privacy terms provisions in this Information Practices Schedule survive the termination of the Agreement.
23. The Purchaser reserves the right to go to court to obtain an order stopping or preventing the Supplier from violating the privacy terms in this Information Practices Schedule. The Supplier acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm.

[Insert RFPQ # and title]

Form of Agreement Schedule

[Delete if not available or not provided as part of the RFPQ, or if the Proponents are to table their own form of Agreement as part of the Second Stage Process.]

[Insert RFPQ # and title]

Declaration and Certification Schedule

TO: ***[INSERT]***

RE: Application prepared by **[Insert Proponent Name]** dated **[Insert]** and submitted in response to a Request for Pre-Qualification issued by the Purchasing Organization dated **[Insert]**.

I am duly authorized by the undersigned company (the "Supplier"), including the persons, firms, corporations, and advisors joining in the submission of this Application, to execute this Declaration and Certification.

I solemnly declare and certify as follows:

1. Supplier Information

(a) The full legal name of the Supplier is:

(b) All other registered business names under which the Supplier carries on business are:

(c) The jurisdiction in which the Supplier is organized and existing is:

(d) The name, address, telephone, and e-mail address of the contact person for the Supplier:

Contact Name: _____

Address: _____

Telephone: _____

E-mail address _____

2. Addenda

The Supplier hereby confirms that it has received all addenda by listing the addenda numbers, or if no addenda were issued, by noting "None":

Signature of Witness

Signature of Supplier representative

Name of Witness

Name and Title

Date:

I have authority to bind the Supplier

[Insert RFPQ # and title]

Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Schedule, the Supplier is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFPQ. If the boxes below are left blank, the Supplier shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Application and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

If either or both of the statements below apply, check the appropriate box:

- The Supplier declares that there is an actual or potential Unfair Advantage relating to the preparation of its Application.
- The Supplier declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

If the Supplier declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Supplier shall provide all relevant detailed information below.

The Supplier agrees to provide any additional information which may be requested by the RFPQ Coordinator, in the form prescribed by the RFPQ Coordinator.

Where, in its sole discretion, the Purchasing Organization concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Supplier's Application, or terminate any Agreement awarded to the Supplier under the RFPQ.

Signature of Witness

Signature of Supplier representative

Name of Witness

Name and Title

Date:

I have authority to bind the Supplier

[Insert RFPQ # and title]

References Schedule

Supplier Name:

The Supplier is to identify a minimum of **[3 references]** with respect to itself, and complete the information set out below. **[OR – The Supplier is to identify the last three customers that have purchased services substantially similar to the Development activities, or substantially similar to the Solution, and complete the information set out below.]**

Reference 1	Supplier Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 2	Supplier Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

Reference 3	Supplier Response
Facility name <i>(include reference sites, if available)</i>	
Address	
Number of sites/facilities	
Contact Information (name/phone/email): <i>Identify appropriate contacts to discuss the work (i.e., V.P. of ... in this area)</i>	
Detailed description of work	
Start up date of implementation	

[Insert RFPQ # and title]

Pricing Schedule

[Pricing may not be requested as part of the RFPQ, in which case this Schedule should be deleted. Otherwise, if requested, the approach to pricing will vary significantly across innovation procurements. In framing your Pricing Schedule, you should request as much detailed cost information as possible, given the nature of the particular procurement. Consider embedding spreadsheets as forms for the Proponent to fill out.]

[Insert RFPQ # and title]

Mandatory Requirements Checklist Schedule

The Supplier should indicate the page number in its Application where each Mandatory Requirement can be found. If the Purchasing Organization determines, in its sole discretion, that any Mandatory Requirement is not met, the Application shall be disqualified.

	Mandatory Requirements	Page #
M1	Section 3.3.1 (Mandatory Requirements Checklist).	
M2	Section 3.3.2 (Declaration and Certification).	
M3	Section <@> (Pricing Schedule)	
M4	Section 3.3.3 (Unfair Advantage and Conflict of Interest Statement	
M5	Section 3.3.4 (References)	
M6	<i>[Insert others that may be found in the RFPQ, such as any other schedules. The list may also include a specific mandatory requirement related to an aspect of the Development of the Solution or the Solution itself.]</i>	