

# Request for Solutions Template

October 2018

***[NOTE TO USER: This RFS Template incorporates guidance notes for each of the procurement models discussed in the Innovation Procurement Models Guide and the BPS Primer on Innovation Procurement (Interim). Where guidance is specific to a particular model, this is noted and shaded in the colour corresponding to the Navigation Guide. Although each of the procurement models can be described as having clear parameters, in practice, an innovation procurement could adopt elements from several of the models. For example, an innovation partnership could involve elements of competitive dialogue, negotiation or even a design contest. To this end, this RFS Template consolidates these elements as optional text, giving the user greater flexibility to build a process that suits their circumstances.]***

## **REQUEST FOR SOLUTIONS**

**RFS NO. *[INSERT]***

**FOR**

***[Insert high level description of solution]***

**ISSUE DATE: *[INSERT]***

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

***[Insert RFS Proposal 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 RFS]***

***[Remove all instructions before issuing]***

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**[Insert RFS # and title]**

### Receipt Confirmation Schedule

**[OPTIONAL – This schedule is advisable in an invitational procurement]**

To: **[Insert name of Purchasing Organization]**

Re: RFS No. **[Insert]**

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

**[Please check your answer]**

I / We DO  DO NOT  Intend to submit a Proposal to this RFS.

Representative's contact information:

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

**Important Note:** Proponents wishing to attend Commercially Confidential Meetings are advised to complete and return this Receipt Confirmation Schedule by **[insert date]**. If a Proponent fails to do so, the Purchasing Organization may be unable to schedule a Commercially Confidential Meeting with the Proponent. **[Remove this statement if there will be no Commercially Confidential Meetings]**

# REQUEST FOR SOLUTIONS

## PART 1

### INTRODUCTION AND BACKGROUND

#### 1.1 Purchasing Organization and Purchasers

This Request for Solutions 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 RFS process described in the RFS 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 Guide to Developing Outcome-Based Specifications. 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 RFS Objectives

This RFS uses an innovation procurement approach: it which focuses on identifying the desired outcomes within an established operational and technical framework, to allow Proponents to propose innovative solutions.

***[Provide additional detail, based on the innovation procurement model chosen. The following example text requires significant customization to ensure your process is accurately described]***

***[If an “R&D Procurement” model is to be used,<sup>1</sup> insert this paragraph:***

**Specifically, this RFS uses a research and development (“R&D”) procurement model, in which the Purchasers intend to enter into an agreement with the Preferred Proponent to purchase**

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<sup>1</sup>***[An R&D procurement process could encompass several rounds of R&D activities within the procurement process (with the competitive process occurring in R&D phases, with multiple suppliers evaluated and selected at***

R&D services for the Solution, up to the prototyping or first test production phase(s). This RFS does not include the purchase of the resulting Solutions beyond prototyping or first test production.

**If an “Innovation Partnership” model is to be used, insert this paragraph:**

Specifically, this RFS uses an innovation partnership model, in which the Purchasers intend to enter into an agreement with the Preferred Proponent for the research and development of the Solution, and at the option of the Purchasers, the purchase the Solution.

**If a “Design Contest” model is to be used, insert this paragraph and edit based on whether there will be a further development stage, or the process will lead directly to purchases of innovative goods/services:**

Specifically, this RFS uses a design contest procurement model, in which Proponents submit a proposal [and/or product prototypes] for evaluation – and the Purchasers intend to enter into an agreement with the Preferred Proponent for [the further development of the prototype Solution, and at the option of the Purchasers,] the purchase the Solution.

*[Optional – If the design contest will involve potential financial compensation (prizes) separate from any contract award, this compensation should be described as an honorarium. Not all design contests merit such compensation. If honoraria are to be given, they should be proportional to the scope of the project, the amount of effort required from Proponents to participate in the design contest, and the number of participating Proponents. Even so, Proponents should expect that the effort to participate in the design contest will exceed the value of any honorarium (and that the real prize is the potential contract award). For example: “After the conclusion of the evaluation process, the Purchaser will provide an honorarium to the Proponents with the [three] highest-scoring Eligible Proposals to help defer the costs incurred in preparing those Proposals: \$[X] (highest score), \$[50%X] (second-highest score), \$[33%X] (third highest score). Honoraria will be paid as soon as practicable following conclusion of the evaluation process.”*

**If a “Competitive Dialogue” model is to be used, then insert this paragraph (change the reference RFPQ to whatever mechanism was used to prompt the dialogue):**

This RFS follows an open competitive Request for Pre-Qualification, issued on [insert date] (the “RFPQ”). As a result of the RFPQ, qualified suppliers were identified, and participated in a dialogue process with the Purchasing Organization and Purchasers regarding the Solution. This

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*each phase, working towards a final phase in which a prototype is presented, and a successful Proponent identified). However, this is both a resource and time-intensive approach. Typically (due to budgetary and time constraints), a Purchaser will conduct an R&D procurement process such that only one supplier is awarded the contract to conduct the R&D activities. There may be circumstances where engaging 2 or more suppliers to perform R&D activities in parallel (and as part of successive R&D phases within an over-arching procurement process) is both workable and desirable, given the complexity of the Solution and the availability of Purchaser resources. In that case, you would need to expand the text in this template accordingly to contemplate each stage (the multi-stage timetable could be used as the basis for such a process).]*

RFS is the result of that dialogue process, which assisted the Purchasing Organization to finalize the functional requirements and outcome-based specifications set out in this RFS.

*[OPTIONAL: The sentence below is optional and can only be used if (i) the RFS is only open to suppliers who were shortlisted as part of the RFPQ; (ii) that fact must have been clearly stated in the RFPQ. Consider including a statement along these lines on the cover page to the RFS.]*

Only suppliers who were identified in the RFPQ are eligible to submit Proposals under this RFS.

*[OPTIONAL: Although this requires careful coordination/cross-referencing, Proponents that were pre-qualified as part of the RFPQ could be permitted to certify that their prequalification information remains accurate and current as of the date of their Proposal in lieu of resubmitting the same information for evaluation.]*

Any Proponent that was pre-qualified by the RFPQ may, in lieu of submitting information in response to Sections **3.4.2 (Corporate Overview), 3.4.3 (Financial Viability), 3.4.4 (Legal Actions) [specify others]**, elect to rely on the corresponding information included in its RFPQ application rather than resubmit the same information in its Proposal. Such a Proponent may only do this if the Proponent indicates, under the applicable heading of its Proposal, that there is no change to the information set out in its RFPQ application.

**If “Competitive Procedure with Negotiation” model is to be used, then insert this paragraph and use the Concurrent Negotiation optional text throughout:**

This RFS includes an opportunity for Shortlisted Proponents to negotiate the engagement and the terms of the Form of Agreement, and to submit a revised Proposal. See Section 4.9 (Concurrent Negotiations).

**If an “Innovation Friendly Competitive Process” model is to be used, then either use a traditional RFP template (with outcome-based specifications, value-based evaluation criteria, and a statement as to how alternative proposals may be submitted), or use this RFS template. If you wish to invite Proponents to submit multiple (alternative) Proposals, then insert this paragraph:**

This RFS uses outcome-based specifications and value-based evaluation criteria to encourage innovative solutions. If a Proponent wishes to propose more than one Solution, it may do so in its Proposal, and the Evaluation Team will evaluate each alternative approach and assign each a separate score according to the evaluation methodology set out in this RFS. It is important that the alternative approaches be described in separate parts of the Proponent’s Proposal. Proponents are cautioned that a failure to separate the discussion of one proposed approach from another proposed approach in its Proposal, and/or a failure to clearly respond to all Proposal requirements (including rated elements) for each proposed approach, may undermine the Evaluation Team’s ability to evaluate the entire Proposal. Proponents may cross-reference earlier sections of its Proposal rather than repeat content that applies to multiple alternative approaches. In addition, Proponents should specify how an alternative proposal differs from the original requirements specified in the RFS and demonstrates how better value for money can be obtained through the alternative.]

***[In any case, insert the following text to permit negotiation with the Preferred Proponent:]***

Once a Preferred Proponent has been identified, this RFS also permits the negotiation of the Agreement with the Preferred Proponent. See Section 4.10 (Negotiation with Preferred Proponent).

THIS IS A NON-BINDING RFS. 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 Agreement**

It is expected that the Preferred Proponent, if any, will be invited to negotiate (and, if acceptable to the Purchaser and the Preferred Proponent, sign) a comprehensive agreement (the “**Agreement**”) setting out the terms and conditions that will apply to the arrangement.

##### **1.4.1 Agreement – Key Activities / Milestones**

The Agreement will encompass the following activities/milestones: ***[Align the list below with the scope of activities that the successful Proponent will be expected to carry out under the Agreement – and reference any other milestones, phases or stages at which the Purchaser may discontinue the arrangement).]***

***[If the Solution is a product, include the following activities (with appropriate edits per the comment above):***

- ***research, development, and design of the Solution;***
- ***prototyping and testing of the Solution; and***
- ***ongoing production of the Solution.***

***[If the Solution is a service, include the following activities (with appropriate edits per the comment above):***

- ***research, development, and design of the Solution;***
- ***testing of the Solution; and***
- ***delivery/performance of the Solution.]***

The Purchaser may, at its option, terminate the Agreement prior to proceeding with the next activity/milestone, as set out in the Agreement.

#### 1.4.2 Agreement – Risk-Sharing

***[Optional – Any risk-sharing regime will need to be customized for each procurement. See the discussion on risk-sharing in the Innovation Procurement Models Guide.]***

The Purchaser intends the Agreement to set out a risk-sharing regime, in which payment is tied to outcomes.

***[Use the following sentence if the Purchaser will set out a risk-sharing regime for Proponents to incorporate into their Proposals.]*** See the risk-sharing regime at **[section/part #]** of the **[Insert either Form of Agreement / Statement of Needs Schedule]**.

***[Use the following sentence if Proponents are to propose their own approach to risk-sharing in their Proposal.]*** Proponents are to propose their own risk-sharing regime as part of their Proposal. See Section 3.4.13 (Risk-Sharing).

#### 1.4.3 Agreement – Intellectual Property Rights

***[Optional – use this sentence if the Purchaser will own new or customized intellectual property.]***

The Purchaser intends to own all intellectual property arising out of the research and development activities.

***[Optional – use this sentence if the Purchaser will not own new or customized intellectual property.]*** Although the Proponent (or its licensors) may continue to own all intellectual property arising out of the research and development activities, the Purchaser intends to have broad rights to that intellectual property. These rights include the perpetual right to use that intellectual property as part of the Solution and for the purpose for which it was made available to the Purchaser.

#### 1.4.4 Agreement – Term

The maximum term of the Agreement is intended to be for a period of **[#]**.

#### 1.4.5 Agreement – Execution

It is expected that the Agreement will be signed on or around **[date]**, and no obligation on the part of the Purchasing Organization or any Purchaser shall arise until such time as the Agreement is signed.

#### 1.4.6 Agreement – Purchaser Party

***[If several Purchasers are working together in an innovation procurement, it may be advisable to have one of them, or some other agent, act as the “Purchaser” for the purposes of signing the Agreement (rather than have all of them sign the Agreement, or each sign its own agreement with the successful Proponent. That approach would streamline and centralize instructions to and oversight of the supplier – while the lead Purchaser would separately enter into a memorandum of understanding or similar agreement with the other Purchasers as to how they would coordinate their activities. For example,***

- ***one Health Service Provider in a LHIN may take the lead and sign the Agreement with the successful Proponent regarding the development of the Solution;***
- ***that Health Service Provider would also enter into a separate memorandum of understanding with the other Health Service Providers involved in the procurement, which would set out their own “rules” for ensuring that the lead Purchaser properly represents all Purchasers’ interests (e.g., governance or steering committee, project management, allocation of funding); and***
- ***the Agreement would then contemplate that once the Solution is ready for commercialization, all Health Service Providers would then be able to purchase it (if the procurement contemplated those future purchases).***

***Additional legal and other advice may be needed, depending on the structure that is chosen (e.g., to ensure that any intellectual property is appropriately owned; to avoid disadvantageous tax consequences, etc.). Adjust the following text in light of the above considerations.]***

Subject to the terms of the RFS:

- (a) it is intended that ***[list one Purchaser who will coordinate the Project]*** will enter into an Agreement with the Preferred Proponent; and
- (b) it is intended that only a single Preferred Proponent will be selected (however, the Purchasing Organization reserves the right to select more than one Preferred Proponent). ***[Adjust if more than one Preferred Proponent will be identified.]***

#### **1.4.7 Form of Agreement**

***[Use this paragraph if the Purchasing Organization intends to specify that its own form of Agreement will be used as the basis for negotiation. Ensure that you use an appropriate form of agreement as a starting point. See the Innovation Procurement Toolkit Navigation Guide and the Innovation Procurement Models Guide to help determine whether to use (i) an innovation contract template; or (ii) a traditional contract for the purchase of goods, services or capital/equipment. Also, as part of this section, the Purchasing Organization should clearly specify which sections of the Form of Agreement it is not willing to negotiate (if any). This needs to be clear to Proponents so that they can frame their Proposals accordingly. Care should be taken in establishing these non-negotiable provisions, as changing them at a later stage may prove problematic.]*** ]

The form of Agreement set out in the **Form of Agreement Schedule** is the form that the Purchasing Organization intends to use as the basis for a negotiated agreement (the “**Form of Agreement**”).

***[Use this paragraph if the Purchasing Organization intends to request that Proponents propose their own form of Agreement that will be used as the basis for negotiation.]***

Each Proponent is requested to include in its Proposal, in unlocked Microsoft Word format, an agreement or agreements that they wish the Purchasing Organization to consider for negotiation purposes (the “**Form of Agreement**”). The Purchasing Organization will consider whether the form of those agreements is appropriate for the basis of negotiations. The Form of Agreement should reflect the elements set out in this Section 1.4 (Agreement) and the requirements of the RFS generally.

### 1.5 RFS Timetable

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

***[The following timetables represent some of the typical events that apply in an RFS process, which dates should be set out in chronological order. Delete all events that are not applicable to the RFS, 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. If a one-stage process is to be used, use the first timetable. If a multi-stage process is to be used, use the second timetable.]***

Event	Location	Date
RFS Issue Date	–	<b>[Insert]</b>
Potential Proponents’ Briefing <b>[Optional]</b>	<b>[Insert]</b>	<b>[Insert]</b>
Deadline to Register for Commercially Confidential Meetings <b>[Optional]</b> <i>(see Section 2.7 (Commercially Confidential Meetings))</i>	<b>[Insert]</b>	<b>[Insert]</b>
Commercially Confidential Meetings <b>[Optional]</b>	<b>[Insert]</b>	<b>[Insert]</b>
Deadline for Questions <i>(see Section 2.8.1 (Submission of Questions))</i>	–	<b>[Insert]</b>
Last Day to Issue Addenda Before Proposal Submission Deadline <i>(see Section 2.9 (Issued Addenda))</i>	–	<b>[Insert]</b>
Proposal Submission Deadline	–	<b>[Insert and include date and time]</b>
Oral Presentation and/or Site Visit <b>[Optional]</b> <i>(see Section 4.4 (Stage III – Oral Presentation and/or Site Visit))</i> <b>[If a “Design Contest” model is to be used, consider calling this a “Design Presentation” (here and wherever Oral Presentation and/or Site Visit is referred to).]</b>	<b>[Insert]</b>	<b>[Insert]</b>
Invitation to Preferred Proponent to Negotiate Agreement	<b>[Insert]</b>	<b>[Insert]</b>
Anticipated Agreement Start Date	–	<b>[Insert]</b>

***[This Timetable should be used instead of the one above for “Competitive Procedure with Negotiation” / if Concurrent Negotiation is permitted.]***

Event	Location	Date
<b>First Phase</b>		
RFS Issue Date	–	<b>[Insert]</b>
Potential Proponents’ Briefing <b>[Optional]</b>	<b>[Insert]</b>	<b>[Insert]</b>
Deadline to Register for Commercially Confidential Meetings <b>[Optional]</b> <i>(see Section 2.7 (Commercially Confidential Meetings))</i>	<b>[Insert]</b>	<b>[Insert]</b>
Commercially Confidential Meetings <b>[Optional]</b> <i>(see Section 2.7 (Commercially Confidential Meetings))</i>	<b>[Insert]</b>	<b>[Insert]</b>
Deadline for Questions <i>(see Section 2.8.1 (Submission of Questions))</i>	–	<b>[Insert]</b>
Last Day to Issue Addenda Before Proposal Submission Deadline <i>(see Section 2.9 (Issued Addenda))</i>	–	<b>[Insert]</b>
Proposal Submission Deadline	–	<b>[Insert date, with time]</b>
<b>Second Phase</b>		
Oral Presentation and/or Site Visit <b>[Optional]</b> <i>(see Section 4.4 (Stage III – Oral Presentation and/or Site Visit)) [If a “Design Contest” model is to be used, consider calling this a “Design Presentation” (here and wherever Oral Presentation and/or Site Visit is referred to).]</i>	<b>[Insert]</b>	<b>[Insert]</b>
<b>Second Phase</b>		
Invitation to Shortlisted Proponents regarding Registration for Concurrent Negotiation Meetings	–	<b>[Insert]</b>
Deadline for Shortlisted Proponents to Register for Concurrent Negotiation Meetings <i>(see Section 4.9 (Concurrent Negotiations))</i>	<b>[Insert]</b>	<b>[Insert]</b>
Concurrent Negotiation Meetings <i>(see Section 4.9 (Concurrent Negotiations))</i>	<b>[Insert]</b>	<b>[Insert]</b>
Issuance of Second Phase Addendum	–	<b>[Insert]</b>
Deadline for Questions for Second Phase <i>(see Section 2.8.1 (Submission of Questions))</i>	–	<b>[Insert]</b>
Last Day to Issue Addenda Before Second Phase Proposal Submission Deadline <i>(see Section 2.9 (Issued Addenda))</i>	–	<b>[Insert]</b>
Second Phase Proposal Submission Deadline	–	<b>[Insert date, with time]</b>
<b>Final Negotiation of Agreement</b>		
Invitation to Preferred Proponent to Sign Agreement	–	<b>[Insert]</b>
Anticipated Agreement Start Date	–	<b>[Insert]</b>

***[Use the text below, regardless of which version of the timetable is chosen.]***

The Purchasing Organization may change any of the above dates and times, including the Proposal Submission Deadline, in its sole discretion and without liability, cost, or penalty. ***[Ensure that the period between issuing the RFS and the Proposal 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. Proponents will need time to develop their proposals, 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 Proposal Submission Deadline, the Proponents shall thereafter be subject to the extended Proposal Submission Deadline.

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

## **1.6 RFS Coordinator**

All communications with the Purchasing Organization (or any Purchaser) regarding any aspect of this RFS (up until any contract award notification) ***must*** be directed to the RFS 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**  
**RFS TERMS AND PROCEDURES**

**2.1 Definitions**

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

- (a) **“Agreement”** has the meaning ascribed in Section 1.4 (Agreement).
- (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) **“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.
- (d) **“Commercially Confidential Meetings”** has the meaning ascribed in Section 2.7.1 (Purpose for Commercially Confidential Meetings). **[Optional – remove if not used.]**
- (e) **“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.
- (f) **“Days”** means calendar days.
- (g) **“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 RFS.]**

**[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 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.]***

- (h) **“Eligible Proposal”** means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (i) **“Evaluation Team”** means the individuals who have been selected by the Purchasing Organization to evaluate the Proposals.
- (j) **“Form of Agreement”** has the meaning ascribed in Section 1.4.7 (Form of Agreement).
- (k) **“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 RFS, 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.
- (l) **“PHIPA”** means the *Personal Health Information Protection Act*, and its regulations, as may be amended from time to time.
- (m) **“Preferred Proponent”** means the Proponent(s) that the Purchasing Organization has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- (n) **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFS and, as the context may suggest, refers to a potential Proponent.
- (o) **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFS.
- (p) **“Proposal Submission Deadline”** means the corresponding date and time as set out in Section 1.5 (RFS Timetable) **[that applies to the then-current Stage of the RFS,]** as may be amended from time to time in accordance with the terms of the RFS. ***[Include optional shaded text if the RFS contemplates a multi-stage process, in which Proponents will have an opportunity to submit revised Proposals.]***
- (q) **“Protest”** has the meaning ascribed in Section 2.19 (Bid Protest Procedure).

- (r) **“Purchaser”** or **“Purchasers”** means the hospitals that are participating in the RFS process, as administered by the Purchasing Organization.
- (s) **“Request for Solutions”** or **“RFS”** means this Request for Solutions issued by the Purchasing Organization, and all addenda thereto.
- (t) **“RFS Coordinator”** means the individual identified in Section 1.6 (RFS Coordinator).
- (u) **“Second Phase Addendum”** has the meaning ascribed in Section 4.9.3 (Issuance of Second Phase Addendum). **[Optional – Include if the RFS will have Concurrent Negotiation.]**
- (v) **“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.
- (w) **“Timetable”** means the timetable for this RFS, as described at Section 1.5 (RFS Timetable).
- (x) **“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 Proposal 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 RFS process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFS process and result in any unfairness.

## 2.2 Interpretation

This RFS 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 RFS 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 RFS, 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 RFS:
  - (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 Proposal.
  - (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 RFS:

- (a) this RFS is merely a call for proposals; 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 Proposal; 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 RFS 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.

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

The Purchasing Organization is under no obligation to consider any Proposal that the Proponent seeks to modify following the RFS Application Deadline. Proposals and related information about Proponents will be assessed during the evaluation of Proposals 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 RFS Coordinator shall be disqualified from the RFS 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 RFS Coordinator):

- (a) any director, officer, employee or agent of the Purchasing Organization (other than the RFS 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 RFS through any award notification:

- (a) only the RFS Coordinator is authorized by the Purchasing Organization to amend or waive the requirements of the RFS pursuant to the terms of this RFS; 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 RFS 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 Proposal. Every Proponent should carefully review the RFS to ensure that it has no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFS. ***[If the information set out in the RFS 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 RFS, the Proponent must notify the RFS Coordinator in writing prior

to submitting a Proposal. The RFS 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 a Proposal.

## **2.7 Commercially Confidential Meetings**

***[Optional – If no Commercially Confidential Meetings are to occur, then delete this section (including Sections 2.7.1, 2.7.2, 2.7.3, and 2.7.4). See the guidance on Commercially Confidential Meetings in the Innovation Procurement Models Guide. Also, for principles applicable to Commercially Confidential Meetings, see the discussion about “Commercially Confidential Meetings” (as part of the discussion about “Market Consultations”) in the Early Market Engagement Strategies Guide.]***

### **2.7.1 Purpose for Commercially Confidential Meetings**

As set out in the Timetable, the Purchasing Organization intends to hold separate bi-lateral meetings with each Proponent (“**Commercially Confidential Meetings**”).

The purpose of the Commercially Confidential Meetings is to provide a process that will assist the Proponents to develop optimal Solutions while minimizing the risk that a Proponent’s Proposal is unresponsive to the Purchasers’ requirements, including to:

- permit Proponent representatives to provide the Purchasing Organization’s representatives with comments and feedback on material issues relating to the Statement of Needs Schedule or any other aspect of the RFS;
- permit a Proponent to discuss potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal; and
- permit a Proponent to clarify, or seek amendments to, provisions in the Form of Agreement.

### **2.7.2 Scheduling Commercially Confidential Meetings**

While attendance at Commercially Confidential Meetings is not mandatory, Proponents are strongly encouraged to attend. Proponents wishing to attend Commercially Confidential Meetings are advised to complete and return the Receipt Confirmation Schedule by the date specified therein in order to be invited to attend Commercially Confidential Meetings.

The Purchasing Organization anticipates holding **[as part of the Initial Phase of the RFS,]** **[#]** Commercially Confidential Meeting[s] with each Proponent, each of no more than **[#]** hours’ duration, during the time periods set out in the Timetable.

The Purchasing Organization will consult with each Proponent to confirm specific dates for each Commercially Confidential Meeting within such specified time periods.

If the Purchasing Organization considers it desirable or necessary to schedule additional or fewer Commercially Confidential Meetings, the Purchasing Organization may amend the Timetable by

an addendum. If the Purchasing Organization considers it desirable or necessary to schedule Commercially Confidential Meetings of a longer duration than set out above, the Purchasing Organization may do so by issuing an addendum or by advising Proponents at least **[10 Business Days]** prior to the start of those Commercially Confidential Meetings.

Participation in Commercially Confidential Meetings is **in person only**.

At least **[10 Business Days]** in advance of any Commercially Confidential Meeting, the Proponent should provide the Purchasing Organization with:

- a proposed meeting agenda setting out a list of prioritized issues it would like to discuss;
- if any issues or provisions of the Form of Agreement are to be discussed, a reference to the applicable section of the Form of Agreement or a description of the issue, and a designation of the issue as “low”, “medium” or “high” priority; ***[Delete this bullet if no Form of Agreement is provided, and Proponents are to include their own Form of Agreement as part of their Proposals].***
- any materials relevant to such issues; and
- the names, titles and contact information of each representative of the Proponent who will attend the meeting.

The Purchasing Organization may provide Proponents with a form to be used by Proponents in setting out this information for review by the Purchasing Organization.

The Purchasing Organization may provide Proponents with comments on the agenda and a list of any of the prioritized issues the Purchasing Organization would like to discuss at least **[1 Business Day]** prior to the date of the meeting. The Purchasing Organization may however raise any issue for discussion at a Commercially Confidential Meeting prior to or during the meeting.

The Purchasing Organization may limit the number of Proponent representatives participating at any Commercially Confidential Meeting.

The Purchasing Organization will determine which of its representatives will be present at any Commercially Confidential Meeting.

### **2.7.3 Commercially Confidential Meetings are Non-Binding**

Any statement, consent, waiver, acceptance, approval or anything else said or done (including any positive or negative views, encouragement or endorsements expressed by or on behalf of the Purchasing Organization) at or in connection with a Commercially Confidential Meeting shall **not be binding** on the Purchasing Organization, shall not amend this RFS, and shall not be relied on by a Proponent, **unless** issued in writing by addendum.

If, for the purposes of the preparation of its Proposal, a Proponent wishes to rely on anything said or done at a Commercially Confidential Meeting, then the Proponent must submit a question pursuant to Section 2.8.1 (Submission of Questions) (i) describing any confirmation, clarification, explanation or change which has been discussed, and (ii) requesting the Purchasing Organization to issue an addendum to this RFS in accordance with Section 2.9 (Issued Addenda).

The Purchasing Organization is under no obligation to issue any such addendum.

#### **2.7.4 Sharing Information to Ensure Fair Process**

If the Purchasing Organization determines that, during a Commercially Confidential Meeting, it provided a Proponent with information that clarifies or supplements the RFS, and such information was not provided to all Proponents by addenda, then the Purchasing Organization may provide such information to all Proponents by addenda, except that the Purchasing Organization will, to the extent fairness to all Proponents permits, delete from any such addenda, information that is commercially confidential to a Proponent.

### **2.8 Proponent Questions**

#### **2.8.1 Submission of Questions**

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

- (a) Proponents must submit requests for clarification by email, courier, or mail **[Choose the preferred mode(s) of communication.]** to the RFS Coordinator, or as may otherwise be directed by the RFS 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 RFS, reference should be made to the specific section number and page of the RFS.
- (d) Requests for clarification must be submitted at least 10 Days **[Adjust timeline as appropriate.]** prior to the Proposal Submission Deadline.

#### **2.8.2 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 2.8.1 (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 RFS, such answer will be formally documented through the issue of a separate addendum reflecting that change.

## 2.9 Issued Addenda

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

Before submitting a Proposal, 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 Proposal 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 Proposal Submission Deadline, unless it is an addendum that extends the Proposal Submission Deadline.

## 2.10 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.

## 2.11 Proposal Submission

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

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

**[Insert]**

Attention: RFS Coordinator

**[If physical delivery of Proposals is required, use this paragraph as well.]** Proposals 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 RFS may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFS.

***[The remaining paragraphs should remain, as they apply to electronic and/or physical delivery.]***

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

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

## **2.12 Withdrawal of Proposal**

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

## **2.13 Amendment of Proposal**

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

## **2.14 Clarification of Proponent's Proposal**

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

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal 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 Proposal, in the Purchasing Organization's sole discretion.

## **2.15 Verification of Information**

The Purchasing Organization may:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal 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 Proposal, if such statement, claim or Proposal 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 Proposal 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.

## **2.16 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, should make any public announcement or distribute any literature regarding this RFS or otherwise promote itself in connection with this RFS or any arrangement entered into under this RFS 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 Proposals as confidential, the Purchasing Organization may disclose any information about a Proponent's Proposal to provide accurate information and/or to rectify any false impression which may have been created.

## **2.17 Confidentiality and Privacy**

### **2.17.1 Confidential Information of the Purchasing Organization and the Purchaser**

At any time during this RFS 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 RFS, and as a mandatory requirement to continue to participate in the RFS.

***[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 (e.g., after an initial shortlist was created), if required at all. Remember, this Section is about Purchasing Organization / Purchaser confidential information. The Section below is about Proponent confidential information.]***

### **2.17.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFS, or as may be required by Applicable Laws, the Purchasing Organization will treat the Proponents' Proposals (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 RFS 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.

### **2.17.3 Personal Information**

Personal Information shall be treated as follows:

- (a) **Submission of Information** – The Proponent should not submit as part of its Proposal 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.

### **2.18 Debriefing**

Not later than 60 Days following the date of posting of a contract award notification in respect of the RFS, a Proponent may contact the RFS 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.

## 2.19 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 RFS process, the Purchasing Organization will consider any written protest (“**Protest**”) submitted to it that includes the following:

- (a) a specific identification of the RFS provision and/or procurement procedure that is alleged to have been breached;
- (b) a specific description of each act alleged to have breached the RFS 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 RFS, the protest procedure to be followed by the Purchasing Organization is described at ***[Insert where to find details of bid review procedure]***.

## 2.20 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 RFS. 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 Proposal 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 a Proposal should be identified.

## 2.21 Competition Act

Under Canadian law, a Proponent's Proposal 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.

## 2.22 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/](http://www.cfta-alec.ca/) or to the Trade and Cooperation Agreement between Quebec and Ontario at [www.cfta-alec.ca/trade-enhancement-agreements/](http://www.cfta-alec.ca/trade-enhancement-agreements/)

## 2.23 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 Proposal, 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 Proposal or to change or enhance the Proponent's Proposal in any material manner;
- (c) waive formalities and accept Proposals that substantially comply with the requirements of this RFS, 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 a Proposal, as described in Section 2.15 (Verification of Information);
- (e) disqualify any Proponent whose Proposal 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 Proposal is determined to be non-compliant with the requirements of the RFS;

- (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 Proposal);
- (j) disqualify any Proponent if the Proponent has failed to pay taxes;
- (k) make changes, including substantial changes, to this RFS provided that those changes are issued by way of addenda in the manner set out in this RFS;
- (l) accept or reject a Proposal if only one Proposal is submitted;
- (m) reject a subcontractor proposed by a Proponent within a consortium;
- (n) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchasing Organization;
- (o) cancel this RFS process at any stage and issue a new RFS 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 Proposal 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 RFS, the Purchasing Organization may do so without providing reasons, and the Purchasing Organization may thereafter issue a new Request for Solutions, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this RFS; 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 a Proposal, the Proponent authorizes the collection by the Purchasing Organization of the information identified in this RFS, which the Purchasing Organization may request from any third party.

#### **2.24 Rights of the Purchasing Organization – Preferred Proponent**

If the Preferred Proponent fails or refuses to execute the Agreement within **[Insert number of days]** Business Days from being notified that it is the Preferred Proponent, the Purchasing Organization may, in its sole discretion:

- (a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchasing Organization may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent (who will then be deemed to be the Preferred Proponent) without becoming obligated to offer to negotiate with all Proponents; and
- (c) exercise any other applicable right set out in this RFS, including but not limited to, cancelling the RFS and issuing a new RFS or other procurement process for the same or similar Solution.

#### **2.25 Proponent's Costs**

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

- (a) the preparation, presentation, and submission of its Proposal;

- (b) the Proponent's attendance at any meeting in relation to the RFS process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity;
- (d) the preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

## **2.26 Entire RFS**

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

## **2.27 Priority of Documents**

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

## **2.28 Ontario / Canadian Law**

The RFS and the Proponent's Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

**PART 3  
PROPOSAL FORMAT AND CONTENTS**

**3.1 Proposal Format**

**3.1.1 Proposal Components**

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

- (a) 1 envelope marked "Technical Proposal" containing:
  - (i) **[Insert number]** original paper copy**[[ies]]** of the Proposal, 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 Proposal, excluding the Pricing Schedule.
  
- (b) 1 separate sealed envelope marked "Pricing Proposal" 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 proposal submission, replace the above with:**

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

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

***[If a Design Contest model is used, consider how Proponents will present or submit any prototypes. The above is suitable for the written component of the Proposal, but if prototypes are to be submitted, consider whether to require them to be submitted in advance, or to be submitted as part of the "Design Presentation" (see note at (see Section 4.4).]***

**3.1.2 Forms and Schedules**

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

### 3.1.3 Proposal Formatting and Technical Matters

In preparing its Proposal, 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 a Proposal 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 (Proposal Contents); and
- (h) respond to the requirements in the applicable Schedule, or as may be directed in this RFS – the Schedules provided, as appropriate, should be used for completing the Proposal.

***[If a Design Contest model is used, consider whether you need to set out any technical parameters or limits regarding prototypes submitted for evaluation, such as size/scale.]***

### 3.2 Proposal Contents

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

Proposals should address the elements listed under Section 3.4 (Rated Elements), by providing responses in the body of its Proposal 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: “Proposals 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 Proposal).”]***

Pricing information is to be provided per the Pricing Schedule, and submitted separately from the rest of the Proposal pursuant to Section 3.1.1 (Proposal Components).

### 3.3 Mandatory Requirements

Mandatory Requirement <sup>2</sup>	Evaluation
<p><b>3.3.1 Mandatory Requirements Checklist</b></p> <p>The Proposal 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>
<p><b>3.3.2 Declaration and Certification</b></p> <p>The Proposal 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>
<p><b>3.3.3 Unfair Advantage and Conflict of Interest Statement</b></p> <p>The Proposal 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>
<p><b>3.3.4 References</b></p> <p>The Proposal 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.

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<sup>2</sup>*[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 Proposal. 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).]*

### 3.4 Rated Elements

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<b>Part A Corporate Overview</b>			<i>Available Points: [*]</i>
<p><b>3.4.1 Executive Summary</b></p> <p>Provide an executive summary of the Proposal describing the main features, benefits, and any limitation or condition of its Proposal, 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 RFS, the Executive Summary should clearly state this, and should identify the lead entity.</p> <p>The Executive Summary should summarize the Proposal – in that no new information should be presented in the Executive Summary.</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points – for example: “Clearly provide all requested information”.]</i></p>
<p><b>3.4.2 Corporate Overview</b></p>	[*]	[*]	<p><i>[Describe how Proponents may</i></p>

<sup>3</sup>*[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 Part 4 (Evaluation Process).]*

<sup>4</sup>*[For each row in this column, either state “pass/fail” or a point value (representing the maximum available points for the criterion)]*

<sup>5</sup>*[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.]*

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	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"> <li>• Indicate whether incorporated, partnership, sole proprietorship or other</li> <li>• Private company/public company (if public, the exchange it is listed on)</li> <li>• Canadian head office location or registered office (if any)</li> <li>• Corporate head office location (if different then above)</li> <li>• Brief overview of the company background</li> <li>• Number of years in business</li> <li>• Has your company or division been involved in a merger or acquisition in the past five years?</li> </ul>			<p><i>achieve maximum points – for example: “Clearly provide all requested information”.]</i></p>
<p><b>3.4.3 Financial Viability</b></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] years or</p>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points. This will require some consideration on the manner and extent to which financial</i></p>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<p>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><i>viability will be assessed (e.g., will specific ratios or other metrics be used?).]</i></p>
<p><b>3.4.4 Legal Actions</b></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</i></p>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
			<i>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>
<b>Part B Experience and Qualifications</b>			<b>Available Points: [*]</b>
<p><b>3.4.5 Proponent Experience</b></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"> <li>Describe its experience and success in working in a consortium model</li> </ul>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<ul style="list-style-type: none"> <li>Indicate how the Proponent (as prime contractor) and the members of the consortium individually contribute to the qualities, capabilities and experiences required.</li> </ul>			
<p><b>3.4.6 Personnel</b></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 accreditation, and/or letters of reference. See Section 2.17.3 (Personal Information) before submitting any such personal information.</p>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
<b>Part C Solution Description and Components</b>		<b>Available Points: [*]</b>	
<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><b>3.4.7 Solution Description</b></p>	[*]	[*]	<i>[Describe how Proponents may</i>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
Provide a general description of the Solution.			<i>achieve maximum points.]</i>
<b>3.4.8 Functional Requirements</b> <i>[Reference functional requirements set out in the Statement of Needs Schedule, and for each, ask the Proponent to discuss its capabilities.]</i>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
<b>3.4.9 Technical Requirements</b> <i>[Reference technical requirements set out in the Statement of Needs Schedule, and for each, ask the Proponent to discuss its capabilities.]</i>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
<b>3.4.10 Implementation and Change Management Requirements</b> <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>
<b>3.4.11 Patient Value</b> 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>
<b>3.4.12 Intellectual Property Rights</b>	[*]	[*]	<i>[Describe how Proponents may</i>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<p>Describe what existing intellectual property will be used as part of the Solution.</p> <p>Describe how the Proponent has the right to use that intellectual property, and the right to permit the Purchaser to use it according to Statement of Needs Schedule.</p>			<p><i>achieve maximum points. For example,</i></p> <p><i>Does the extent and use of existing intellectual property align with the Purchaser's intentions around intellectual property ownership?</i></p> <p><i>Does the proponent have sufficient intellectual property rights in existing intellectual property to provide the Solution?]</i></p>
<p><b>3.4.13 Risk-Sharing</b></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</i></p>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
			<p><i>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><b>3.4.14 Personal Health Information</b></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> <ul style="list-style-type: none"> <li>(a) How the Proponent's information practices comply with PHIPA;</li> <li>(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;</li> </ul>	[*]	[*]	<p><i>[Describe how Proponents may achieve maximum points.]</i></p>

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<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><b><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 RFS being issued.]</i></b></p>			

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<p><b>3.4.15 Compliance with Accessibility Standards</b></p> <p><b>[Optional]</b> 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><i>[Describe how Proponents may achieve maximum points.]</i></p>
<p><i>[Insert, as applicable, provisions from the Goods or Capital RFP template if they are relevant to the Solution, especially if the Purchaser will have a right to purchase the Solution as part of this procurement. In particular, consider including the provisions under the following headings: (i) Sourcing; (ii) Alerts; (iii) Site Planning and Turnkey Requirements (including the information in the corresponding Schedule to the Capital RFP template – although this information may be incorporated into a Requirements Schedule instead, together with other parameters and requirements for the Solution); (iv) Delivery Times (although this may be premature); (v) Documentation (although this may be premature); (vi) Latex Free Equipment; (vii) Equipment Containing Mercury; (viii) Electronic Enablement; (ix) Environmental Issues. If these provisions are inserted, ensure the text is revised as appropriate to make the language prospective in regards to the Solution.]</i></p>			

Rated Element <sup>3</sup>	Scoring <sup>4</sup>	Minimum Score Threshold <sup>5</sup>	Evaluation
<b>Part D Approach and Work Plan</b>			<b>Available Points: [*]</b>
<p><b>3.4.16 Proposed Approach</b></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"> <li>• Project management</li> <li>• Design process</li> <li>• Change management</li> </ul>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>
<p><b>3.4.17 Proposed Work Plan</b></p> <p>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>	[*]	[*]	<i>[Describe how Proponents may achieve maximum points.]</i>

**PART 4  
EVALUATION PROCESS**

**4.1 General**

The evaluation of the Proposals 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 Proposals 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 element is critical to success, then it should have a minimum scoring threshold of a particular point value or a “pass”. 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 <i>[Optional – delete this column if not required]</i>
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Elements	<b><i>[Insert total available points under Section 3.4 (Rated Elements)]</i></b>	<b><i>[Insert]</i></b>
III	Oral Presentation and/or Site Visit <b><i>[Optional]</i></b>	<b><i>[Insert]</i></b>	<b><i>[Insert]</i></b>
IV	Risk Mitigation <b><i>[Optional]</i></b>	<b><i>[Insert]</i></b>	<b><i>[Insert]</i></b>

V	Pricing	<b>[Insert]</b>	<b>[Insert]</b>
VI	Reference Verification	<b>[Insert or (Pass/Fail)]</b>	<b>[Insert or Pass]</b>
	Total	<b>[Insert]</b>	N/A

#### 4.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal 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 Proposal 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 Proposals from Stage II will be invited to participate in the Oral Presentation and/or Site Visit stage.”]***

***[If a “Design Contest” model is to be used (or there is greater certainty as to the parameters of the presentation), consider calling this a “Design Presentation” and replacing the paragraph below with the following – since it would be appropriate to provide more clarity around the presentation up front, rather than deferring to a later stage:***

***The purpose of the Design Presentation will be to provide a demonstration and walk-through of the Proponent’s Solution, to address the major elements of the Solution and its Proposal, 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 and to make final adjustments, if required, to the evaluation results of the Proposal. In advance of the Design Presentation, each Proponent invited to make a presentation will be notified in writing of any matters on which clarification of their written Proposal will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its Proposal or otherwise introduce new information during the Oral Presentation and/or Site Visit stage.***

***It is anticipated that each Design Presentation will be of [Insert time] hours in duration. Proponents [must/should] ensure that [Insert list of key Proponent personnel who must be part of the Design Presentation] are participating [in-person / by video / by tele-conference].***

***In addition, the Oral Presentation and/or Site Visit will be evaluated on the basis of the following framework:]***

The purpose of the Oral Presentation and/or Site Visit will be to allow the Proponent to address the major elements of its Proposal, 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 Proposal. 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 Proposal 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 Proposals 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 Proposal
3	Response to specific Proponent pre-defined questions developed from Proposal
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
6	<b><i>[Set out others – particularly if a Design Contest model is used, as the Design Presentation will likely form a significant component of the scoring.]</i></b>

#### 4.5 Stage IV – Risk Mitigation

At this stage, the Evaluation Team will have identified the risks inherent in each Eligible Proposal 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 Proposals that do not meet the minimum score for Risk Mitigation will be disqualified.”]***

#### 4.6 Stage V – Pricing

***[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 Proposals will the RFS Coordinator open the [envelope / file] containing the Pricing Schedule of the Eligible Proposals.

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Pricing Schedule.

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 ( $120/240 = 50\%$ ).

$(\text{Lowest Price}/2^{\text{nd}} \text{ Lowest Price}) \times \text{Total available points} = \text{Score for proposal with } 2^{\text{nd}} \text{ lowest price}$

$(\text{Lowest Price}/3^{\text{rd}} \text{ Lowest Price}) \times \text{Total available points} = \text{Score for proposal with } 3^{\text{rd}} \text{ lowest price}$

***[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 RFS (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 RFS 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 RFS itemize each element (which may include, among other matters, training, maintenance/support, replacement parts and disposal). If the RFS does not specify the various elements, Proponents may submit different pricing elements and the fair evaluation of Proponents' Proposals 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 RFS) 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:**

**$(\text{Maximum Price} - \text{Proponent Price}) / \text{Maximum Price} \times \text{Total available points} = \text{Score}$**

**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 RFS.]**

#### **4.7 Stage V – Reference Verification *([Insert points or Pass/Fail])***

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 Proposals 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.]**

#### **4.9 Concurrent Negotiations**

**[Optional – use Section 4.9 (and 4.9.1 to 4.9.5)] if the Timetable is to include Concurrent Negotiations and the Second Phase Proposal Submission Deadline.]**

Based on the scoring of the above-noted stages, the Purchasing Organization may in its sole discretion:

- at any time, identify the highest ranked Proponent as the Preferred Proponent, and attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent (without proceeding with the Second Phase Addendum or Second Phase Proposal Submission Deadline); or

- identify the [#] highest ranked Proponents (the “**Shortlisted Proponents**”) and invite each to enter into separate concurrent negotiations regarding their Proposals and the terms and conditions of the Agreement (the “**Concurrent Negotiations**”) and provide them with the specific timetable for those Concurrent Negotiations.

Concurrent Negotiations are intended to:

- achieve the optimal Solution for the Purchasers using a value-based approach; and
- focus mainly on terms of the Agreement.

The negotiations are not intended to achieve the lowest price.

The Purchasing Organization anticipates holding [#] Concurrent Negotiation sessions with each Shortlisted Proponent, each of no more than [#] hours’ duration. The Purchasing Organization will consult with each Proponent to confirm specific dates for each Concurrent Negotiation.

If the Purchasing Organization considers it desirable or necessary to schedule additional or fewer Concurrent Negotiation sessions, or to schedule Concurrent Negotiation of a longer duration than set out above, the Purchasing Organization may do so by issuing an addendum or by advising Shortlisted Proponents at least **[10 Business Days]** prior to the start of the Concurrent Negotiation.

Participation in Concurrent Negotiation sessions is **in person only [OR: via tele-conference or video-conference]**. **[Imposing an in-person negotiation session may be onerous. Consider whether a tele-conference or video-conference would suffice.]**

At least **[10 Business Days]** in advance of any Concurrent Negotiation session, the Proponent should provide the Purchasing Organization with:

- a list of prioritized issues it would like to discuss, and a designation of the issue as “low”, “medium” or “high” priority; and **[Include this bullet if a Form of Agreement was provided with the RFS.]**
- the names, titles and contact information of each representative of the Proponent who will attend the meeting.

The Purchasing Organization may provide Proponents with a form to be used by Proponents in setting out this information for review by the Purchasing Organization.

The Purchasing Organization may provide Proponents with comments on the agenda and a list of any of the prioritized issues the Purchasing Organization would like to discuss at least **[5 Business Days]** prior to the date of the Concurrent Negotiation session. The Purchasing Organization may however raise any issue for discussion at a Concurrent Negotiation session prior to or during the session.

The Purchasing Organization may limit the number of Proponent representatives participating at any Concurrent Negotiation session.

The Purchasing Organization will determine which of its representatives will be present at any Concurrent Negotiation session.

#### **4.9.1 Concurrent Negotiation Session are Non-Binding**

Any statement, consent, waiver, acceptance, approval or anything else said or done (including any positive or negative views, encouragement or endorsements expressed by or on behalf of the Purchasing Organization) at or in connection with a Concurrent Negotiation session shall **not be binding** on the Purchasing Organization, shall not amend this RFS, and shall not be relied on by a Proponent, **unless** issued in writing by addendum.

If, for the purposes of the preparation of its Proposal, a Proponent wishes to rely on anything said or done at a Concurrent Negotiation session, then the Proponent must submit a question pursuant to Section 2.8.1 (Submission of Questions) (i) describing any confirmation, clarification, explanation or change which has been discussed, and (ii) requesting the Purchasing Organization to issue an addendum to this RFS in accordance with Section 2.9 (Issued Addenda).

The Purchasing Organization is under no obligation to issue any such addendum.

#### **4.9.2 Sharing Information to Ensure Fair Process**

If the Purchasing Organization determines that, during a Concurrent Negotiation session, it provided a Shortlisted Proponent with information that clarifies or supplements the RFS, and such information was not provided to all Shortlisted Proponents, then the Purchasing Organization may provide such information to all Shortlisted Proponents by addenda, except that the Purchasing Organization will, to the extent fairness to all Shortlisted Proponents permits, delete from any such addenda, information that is commercially confidential to a Shortlisted Proponent.

#### **4.9.3 Issuance of Second Phase Addendum**

Following the Concurrent Negotiations, the Purchasing Organization may, by addendum issued only to the Shortlisted Proponents, make changes to this RFS in anticipation of the Second Phase Proposal Submission Deadline (the “**Second Phase Addendum**”). The Second Phase Addendum may modify the RFS as follows (among other changes):

- to request additional information from Shortlisted Proponents;
- to refine or augment the Solution requirements; and
- to include a revised or new Form of Agreement.

Shortlisted Proponents may submit a revised Proposal by the Second Phase Proposal Submission Deadline.

#### 4.9.4 Opportunity to Submit Revised Proposals

Any revised Proposal should be in the same format as the Proponent's original Proposal, but revised to take into account the changes made by the Second Phase Addendum (as well as any other changes that the Shortlisted Proponent wishes to make).

If any Shortlisted Proponent chooses to submit a revised Proposal, it **must** include two indices:

- one index in its revised Technical Proposal identifying all items within its Technical Proposal that have been revised relative to their original Proposal; and
- one index in its revised Pricing Proposal identifying all items within its Pricing Proposal that have been revised relative to their original Proposal.

Also, Shortlisted Proponents should highlight/emphasize in the body of the revised Proposal where any changes have been made relative to that Shortlisted Proponent's original Proposal.

If a Shortlisted Proponent does not intend to revise its Proposal, but still wishes to be considered for contract award, it **must** indicate in writing to the RFS Coordinator, following the issuance of the Second Phase Addendum but prior to the Second Phase Proposal Submission Deadline that it has no revisions to make to its Proposal and that it intends its original Proposal to stand for evaluation after the Second Phase Proposal Submission Deadline. In such circumstances, a second copy of the original Proposal should not be submitted.

**A Shortlisted Proponent will be deemed to have withdrawn from this competitive process** if it does not either (i) submit a revised Proposal or (i) indicate in writing that it intends its original Proposal to stand, in either case by the Second Phase Proposal Submission Deadline.

#### 4.9.5 Second Phase Evaluation Process

Following the Second Phase Proposal Submission Deadline, the Purchasing Organization will evaluate:

- revised Proposals received by the Second Phase Proposal Submission Deadline; and
- original Proposals for which the Shortlisted Proponent indicated that it intends its original Proposal to stand, pursuant to Section 4.9.4 (Opportunity to Submit Revised Proposals).

The evaluation process will use the same stages, evaluation criteria and methodology that were used to evaluate the shortlisted Proponents' original Proposals, subject to any modifications set out in the Second Phase Addendum (the "**Second Phase Evaluation Process**").

After the completion of the Second Phase Evaluation Process, the shortlisted Proponents will be ranked based on their scores in the Second Phase Evaluation Process. For greater certainty, scoring from the evaluation of the original Proposal will not carry into the Second Phase Evaluation Process.

Based on the evaluation during the Second Phase Evaluation Process, the highest-scoring Proponent will be notified that it is the Preferred Proponent.

#### **4.10 Negotiation with Preferred Proponent**

After identifying the Preferred Proponent, if any, the Purchasing Organization may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

The Purchasing Organization shall at all times be entitled to exercise its rights under Section 2.24 (Rights of the Purchasing Organization – Preferred Proponent).

## Statement of Needs Schedule

*[Describe the functional or performance needs for the Solution. The description should use outcome-based specifications to the greatest extent possible (see Guide to Developing Outcome-based Specifications 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***

#### **Risk-Sharing**

- ***Describe any proposed risk-sharing regime (unless the Purchaser is looking for Proponents to propose their own approach to a risk-sharing regime in their Proposals). See the discussion on risk-sharing in the Innovation Procurement Models Guide.]***

## Information Practices Schedule

***[This may not be needed if the Solution will not involve PHI]***

### 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.

## Form of Agreement Schedule

***[Delete if the Proponents are to table their own form of Agreement as part of their Proposal.]***

## Declaration and Certification Schedule

**TO:** [INSERT]

**RE:** Proposal prepared by [Insert Proponent Name] dated [Insert] and submitted in response to a Request for Solutions 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 Proposal, 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:

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

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

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(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":

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Signature of Witness

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Signature of Supplier representative

---

Name of Witness

---

Name and Title

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Date:

I have authority to bind the Supplier

### 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 RFS. 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 Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS.

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 Proposal.
- The Supplier declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS.

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.

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The Supplier agrees to provide any additional information which may be requested by the RFS Coordinator, in the form prescribed by the RFS 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 Proposal, or terminate any Agreement awarded to the Supplier under the RFS.

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Signature of Witness

---

Signature of Supplier representative

---

Name of Witness

---

Name and Title

---

Date:

I have authority to bind the Supplier

## 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	

## Pricing Schedule

***[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.]***

### Mandatory Requirements Checklist Schedule

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

	<b>Mandatory Requirements</b>	<b>Page #</b>
<b>M1</b>	Section 3.3.1 Mandatory Requirements Checklist	
<b>M2</b>	Section 3.3.2 Declaration and Certification	
<b>M3</b>	Section 3.3.3 Unfair Advantage and Conflict of Interest Statement	
<b>M4</b>	Section 3.3.4 References	
<b>M5</b>	<b>[Insert others that may be found in the RFS, 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. ]</b>	