

REQUEST FOR PROPOSALS

RFP NO. ***[INSERT]***

FOR

[INSERT TYPE OF EQUIPMENT]

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

RFP SUBMISSION DEADLINE: 12:00:00 PM EASTERN *[INSERT*
***“STANDARD” OR “DAYLIGHT SAVINGS”]* TIME ON**

[INSERT DATE OF SUBMISSION DEADLINE]

DRAFTING NOTES: ALL INPUT FIELDS HAVE BEEN FORMATTED IN
ITALICS, BOLD AND HIGHLIGHTED. AFTER INSERTING THE
RELEVANT INFORMATION, CHANGE THE FORMATTING TO ALIGN
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 RFP

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REMOVE ALL INSTRUCTIONS BEFORE ISSUING.

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Receipt Confirmation Schedule

[If deleting this requirement, also delete this schedule]

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

Fax:

Email:

Re: RFP No. *[Insert]*

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

I hereby acknowledge receipt of the above-noted RFP.

[Please check your answer]

I / We DO DO NOT Intend to submit a Proposal to this RFP.
Please indicate which of the following items of Equipment your Proposal will address:

Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>[Insert item]</i>
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>[Insert item]</i>
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>[Insert item]</i>
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>[Insert item]</i>

Representative's contact information:

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

Email	

REQUEST FOR PROPOSAL (“RFP”)

RFP NO: [INSERT]

Article 1 Introduction

1.1 Definitions

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

- (a) **“Agreement”** has the meaning ascribed in Section 1.3 (Type of Agreement).
- (b) **“Applicable Law”** and **“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) **“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.
- (e) **“Days”** means calendar days.
- (f) **“Eligible Proposal”**, has the meaning ascribed in Article 4 (Evaluation Process), means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
- (g) **“Equipment”** means the equipment intended to be procured pursuant to this RFP.
- (h) **“Evaluation Team”** means the individuals who have been selected by the Purchasing Organization to evaluate the Proposals.
- (i) **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual, 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.

- (j) **“Preferred Proponent”** means the Proponent(s) that the Purchasing Organization has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- (k) **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- (l) **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.
- (m) **“Purchaser”** or **“Purchasers”** means the hospital or hospitals that are participating in the RFP process administered by the Purchasing Organization.
- (n) **“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by the Purchasing Organization for the purchase of the Equipment, and all addenda thereto.
- (o) **“RFP Submission Deadline”** means the Proposal submission date and time as set out in Section 2.2 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.
- (p) **“RFP Coordinator”** means the individual identified in Section 2.1 (RFP Coordinator).
- (q) **“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 RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

1.2 Rules of Interpretation

This RFP 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 RFP 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 RFP, 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 RFP:
 - (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.

1.3 Type of Agreement

The Preferred Proponent shall be required to enter into an agreement (“**Agreement**”) substantially in the form of the draft agreement attached in the Form of Agreement Schedule. The Agreement will be signed on or around ***[Insert]***, and no obligation on the part of any Purchaser shall arise until such time as the Agreement is signed (provided that the terms of this RFP shall apply between the Purchasing Organization and each compliant Proponent). The term of the Agreement is intended to be for a period of ***[Insert]***, with an option in favour of the Purchaser to extend the term of the Agreement on the same terms and conditions for an additional period of up to ***[Insert]***.

1.4 Background

This Request for Proposals 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 RFP process described in the RFP for the benefit of the Purchasers.

1.5 Equipment

This RFP is issued for the purpose of obtaining Proposals for ***[Identify the Equipment.]***

1.6 Objectives

[List the objectives or major goals that the Purchasing Organization seeks to satisfy in the Agreement. The objectives will be different for each RFP and will depend upon the nature of the Equipment and services being acquired. Choose the objectives from the sample list below that are relevant to this RFP process. Such objectives should be reflected in the RFP’s evaluation criteria. If they are not, they should not be set out below. Note that the following objectives should not be considered exhaustive.]

The Purchasing Organization is seeking to satisfy the following objectives in issuing the RFP:

- (a) achieve the best solution for the needs of the Purchasers;
- (b) obtain the highest quality delivery, installation, and maintenance of services to the Purchasers in respect of the Equipment;
- (c) ensure compatibility with the existing equipment or services of the Purchasers;
- (d) obtain quality Equipment and services at best overall value;
- (e) enhance customer satisfaction and improvements in training and services;
- (f) facilitate the Purchasers’ purchases without limiting the Purchasers’ choice or negate any other requirement;
- (g) obtain an extensive selection of Equipment; and

(h) support Proponents that demonstrate their commitment to the environment.

1.7 Individual Purchaser

1.7.1 Objectives

Subject to the terms of the RFP,

- (a) it is intended that each Purchaser will enter into a separate Agreement with the Preferred Proponent, however, there is no guarantee that every Purchaser 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).

1.7.2 Entering into an Agreement

Proponents should note that the Purchasers have different needs and objectives in relation to the Equipment, as may be set out in this RFP (including in the Variance Schedule). Such differing needs and objectives may ultimately be reflected in the Agreement with that Purchaser, such that the terms of the Agreement may be slightly different for each Purchaser.

1.7.3 Standardization of Equipment

Proponents should further note that some Purchasers may use the RFP process to establish standardization of Equipment within a particular Purchasing Organization.

Article 2 RFP Terms and Procedures

Part A Procedure

2.1 RFP Coordinator

2.1.1 Contact Information

All communications with the Purchasing Organization (or any Purchaser) regarding any aspect of this RFP (up until any contract award notification) **must** be directed to the RFP Coordinator:

[Insert applicable information]

Name:

Title:

Address:

Phone #:

Facsimile #:

E-mail address:

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator shall be disqualified from the RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following: ***[If “must” and “shall” are used above, then any Proponent that breaches the above requirements must be disqualified. Consider whether to frame this as “should”.]***

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

2.1.2 Notice

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

- (a) only the RFP Coordinator is authorized by the Purchasing Organization to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- (b) as noted above, Proponents must not contact 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), except for the RFP Coordinator, unless instructed to do in writing by the RFP Coordinator;
- (c) 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 RFP Coordinator; and
- (d) no 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) shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

2.2 RFP Tentative Timetable

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

[The following timelines represent some of the dates that may be applicable to a particular RFP process, which dates should be set out in chronological order. Delete all dates that are not applicable to the RFP, and add any date that should be included. Do not duplicate dates in the RFP, and note that the overview of the evaluation process set out in Article 4 (Evaluation Process) needs to be adjusted to reflect the approach and schedule selected for each RFP process.]

Event	Location <i>[Optional]</i>	Date
RFP Issue Date	--	<i>[Insert]</i>
Potential Proponents' Briefing <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
Oral Presentation and/or Site Visit (see Section 4.4) <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
In-House Trial (see Section 4.5) <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
Questions to be Submitted in Writing (see Section 2.4.1 (Submission))	--	<i>[Insert]</i>
Addenda Deadline (see Section 2.4.3 (Issued Addenda))	--	<i>[Insert]</i>
RFP Submission Deadline	--	<i>[Insert and include date and time]</i>
Anticipated Agreement Start Date	--	<i>[Insert]</i>

- (a) The Purchasing Organization may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. ***[Note that the Purchasing Organization must allow at least 15 calendar days for Proponents to prepare and submit a Proposal.]*** In the event a change is made to any of the above dates, the Purchasing Organization will post any such change on *[Insert, e.g. MERX or Biddingo]*.
- (b) In the event of any change in the RFP Submission Deadline, the Proponents shall thereafter be subject to the extended RFP Submission Deadline.

2.3 Information

2.3.1 Proponent to Review

Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal. ***[If the information set out in the RFP 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 lead to a successful claim against the Purchasing Organization.]

2.3.2 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 2.3.1 (Proponent to Review) exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- (a) after submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 2.3.1 (Proponent to Review) were present with respect to the RFP; or
- (b) claim that the Purchasing Organization is responsible for any of the circumstances listed in Section 2.3.1 (Proponent to Review).

2.4 Clarification and Questions

2.4.1 Submission

The following apply regarding any request for clarification of any aspect of the RFP:

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

2.4.2 Questions and Answers

The Purchasing Organization shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.4.1 (Submission), 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 questions, 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 questions that are either unclear or inappropriate; and
- (c) answer similar questions from various Proponents only once.

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

2.4.3 Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on the ***[Insert where posting will occur]*** at least 7 Days ***[Adjust timeline as appropriate]*** prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Purchasing Organization.

2.5 Receipt Confirmation

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

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

2.6 Proposal Submission

2.6.1 General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 2.2 (RFP Tentative Timetable), in a sealed package and should bear the Proponent's name, return address, and RFP # ***[Insert]***, and addressed to:

[Insert]

Attention: RFP Coordinator

Proposals received after the RFP Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery of the Proposal chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address and location listed above.

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. 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 RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

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.]***

2.6.2 Receipt

Every Proposal received will be date/time stamped at the location referred to in Section 2.6.1 (General) and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by the RFP Submission Deadline.

2.7 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Purchasing Organization has no obligation to return withdrawn Proposals.

2.8 Amendment of Proposal

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

2.9 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Equipment have been identified in its Proposal or will be provided to the Purchasing Organization at no additional charge. Any requirement that may be identified by the Proponent after the RFP Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

2.10 Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Purchasing Organization and will not be returned to the Proponents.

2.11 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.7 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for ***[Insert the number of days that will allow the Purchasing Organization an appropriate amount of time to review the Proposals, select a Preferred Proponent and finalize the Agreement – suggested 120 Days]*** from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.12 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

2.13 Amendments to the RFP

Subject to Section 2.2 (RFP Tentative) and Section 2.4.3 (Issued Addenda), the Purchasing Organization shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.14 Clarification of Proponent's Proposal

The Purchasing Organization shall have the right at any time after the RFP 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 shall have the right, in its sole discretion, to:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion 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 questionable; 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.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchasing Organization verifying such information.

2.16 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 4 (Evaluation Process), will form a part of the evaluation process.

2.17 Substantial Compliance

The Purchasing Organization shall be required to reject Proposals which are not substantially compliant with this RFP.

2.18 No Publicity or Promotion

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

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchasing Organization shall be entitled to take all reasonable steps as may be deemed necessary by the Purchasing Organization, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.19 Debriefing

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

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.20 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.]

In the event that a Proponent wishes to review the decision of the Purchasing Organization in respect of any material aspect of the RFP process, and subject to having attended a debriefing,

the Proponent shall submit a written protest (“**Protest**”) to the Purchasing Organization within 10 Days from such a debriefing.

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

A Protest shall include the following:

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

Part B Additional Terms

2.21 Confidentiality

2.21.1 Confidential Information of the Purchasing Organization and the Purchaser

In respect of all correspondence, documentation, and information of any kind provided by or on behalf of the Purchasing Organization or Purchaser to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- (a) The Proponent shall treat such information as confidential and, except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Proponent shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Purchaser; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Proponent.
- (b) Such information remains the property of the Purchasing Organization and shall be removed from the Purchasing Organization’s premises only with the prior written consent of the Purchasing Organization.

- (c) Such information must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable.
- (d) The Proponent agrees to return that information to the Purchasing Organization upon request.

2.21.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchasing Organization shall treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Supplier; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchasing Organization.

During any part of this RFP process, the Purchasing Organization or any Purchaser, or any of their representatives or agents, shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchasing Organization or any Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

2.21.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.21.4 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 provide services 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/services; (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.

2.21.5 Non-Disclosure Agreement

The Purchasing Organization reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchasing Organization regarding the confidential information of the Purchasing Organization, the Purchaser or another person related to the RFP.

2.22 Freedom of Information and Protection of Privacy Act

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 RFP. 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 Privacy Commissioner. Generally, only specific portions of a Proposal should be identified.

2.23 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.

2.24 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

2.25 Permits, Licences, and Approvals

2.25.1 General

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Equipment. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, licence, or approval.

2.25.2 Electrical Equipment

Without limiting the provisions of Section 2.25.1 (General) or Section 4.2.6 (Electrical Certification), any electrical Equipment being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the equipment certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Equipment at the Purchasers' facilities. Prior to entering into the Agreement, the Proponent shall have provided satisfactory evidence of such certification, as applicable.

2.25.3 Medical Devices

Without in any way limiting the provisions of Section 2.25.1 (General) or Section 4.2.6 (Medical Devices and Medical Establishment Licenses), all Equipment proposed for consideration pursuant to this RFP that is defined as a "Device" under the *Food and Drugs Act*, or a "Medical Device" under the *Food and Drugs Act, Medical Devices Regulations*, must be licensed with Health Canada, Therapeutic Products Directorate, Medical Devices Bureau, unless exempted under the *Food and Drugs Act, Medical Devices Regulations*. The Proponent shall have a Medical Device Establishment Licence under the *Food and Drugs Act, Medical Devices Regulations* unless it is exempted under such statute. Prior to entering into any Agreement, the Proponent shall have provided satisfactory evidence, as applicable, that:

- (a) the proposed Equipment is validly licensed with Health Canada, Therapeutic Products Directorate, Medical Devices Bureau;
- (b) the Proponent has a valid Medical Device Establishment Licence with Health Canada, Health Products and Food Branch Inspectorate; or
- (c) there is an exemption for either the foregoing Medical Device Licence or Medical Device Establishment Licence.

2.26 Intellectual Property

The Proponent shall not use any intellectual property of the Purchasing Organization or any Purchaser, including but not limited to, logos, registered trade-marks, or trade names of the Purchasing Organization or any Purchaser, without the prior written approval of the Purchaser.

2.27 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:

- (a) make public the names of any or all Proponents;
- (b) 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 RFP, in the Purchasing Organization's sole discretion;
- (d) verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.15 (Verification of Information);
- (e) check references other than those provided by Proponents;
- (f) 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 RFP;
- (g) disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with any Purchaser, (ii) otherwise failed to perform to the reasonable satisfaction of the Purchaser, (iii) been charged or convicted of an offence in respect of a contract with any Purchaser, or (v) 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;
- (h) disqualify any Proponent that has breached any Applicable Laws or that has engaged in conduct prohibited by this RFP, 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;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

- (j) accept or reject a Proposal if only one Proposal is submitted;
- (k) reject a subcontractor proposed by a Proponent within a consortium;
- (l) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchasing Organization;
- (m) cancel this RFP process at any stage and issue a new RFP 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 bid prices received by the Purchasing Organization in connection with a previous acquisition or procurement of equipment (or related goods or services) that is similar to the Equipment (or related goods or services contemplated by this RFP);
 - (iii) the Proposal prices exceed the costs that the Purchasers would incur by doing the work, or most of the work, with its own resources;
 - (iv) the Proposal prices exceed the funds available for the Equipment; or
 - (v) the funding for the acquisition of the Equipment has been revoked, modified, or has not been approved;

and where the Purchasing Organization cancels this RFP, the Purchasing Organization may do so without providing reasons, and the Purchasing Organization may thereafter issue a new request for proposals, request for qualifications, sole source, or take no further action in respect of the matters contemplated by this RFP;

- (n) discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- (o) reject any or all Proposals in its absolute discretion, including where a Proponent 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 RFP, which the Purchasing Organization may request from any third party.

2.28 Rights of the Purchasing Organization – Preferred Proponent

In the event that 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 without becoming obligated to offer to negotiate with all Proponents; and
- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Equipment and services.

The Purchasing Organization may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

2.29 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP 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 RFP 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 RFP Submission Deadline; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

2.30 No Liability

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchasing Organization commits a material breach of this RFP, the Purchasing Organization's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchasing Organization for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchasing Organization, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchasing Organization can demonstrate.

2.31 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchasing Organization. Any act in derogation of the foregoing shall be null and void.

2.32 Entire RFP

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

2.33 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.34 Governing Law

The RFP, the Proponent's Proposal, and any resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

Article 3 General Requirements and Pricing

[Include all the requirements that Proponents should address in their Proposals. The requirements that need to be evaluated need to correspond to the General Requirements set out in Article 4 (Evaluation Process). The following list shows the type of requirements that are often found in procurements for equipment. Select those that apply to the specific circumstances and add or delete requirements, as needed.]

The Requirements set out below will be scored and failure by a Proponent to meet any requirement will affect the Proponent's evaluation and final score under Article 4 (Evaluation Process). Every Proponent should provide its responses to the General Requirements in the Requirements Schedule or as otherwise directed.

Part A Corporate Overview

3.1 Proposal Format

3.1.1 General

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

- (a) 1 envelope containing:
 - (i) ***[Insert number]*** original paper copy***[(ies)]*** of the Proposal, excluding the Pricing Schedule; 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” containing:
 - (i) ***[Insert number]*** original paper copy***[(ies)]*** of the Pricing Schedule; 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 Pricing Schedule.

3.1.2 Forms and Schedules

Proposals should be submitted in accordance with the instructions set out in this RFP, and by completing the Schedules referred to in this Article 3 (General Requirements) and listed below. Proposals 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.

[Set out the list of schedules to be submitted, which will probably include some of the following and any others that may be required. Delete all references to Schedules that have been removed and add references to any new Schedules, as appropriate. Do not list schedules here that are included in the Mandatory Requirements Schedule.]

- Requirements Schedule***
- Corporate Overview Schedule***
- Services and Support Schedule***
- Site Planning and Turnkey Requirements Schedule***
- Purchaser’s Information Practices Schedule***
- Specification Schedule***
- Variance Schedule]***

3.1.3 Technical Issues

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

- (a) all pages should be numbered;
- (b) avoid using symbols in the file name such as &, #, 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 about the Equipment are permitted – as needed, a PDF document containing such information may be incorporated within the Proposal. PDF literature documents should be named as follows: “Proponent Name – Equipment Category – Model”;**
- (f) **[Option 2: : “embedded hyperlinks to online literature about the Equipment that are included in a Proposal should be a direct link to the page setting out the necessary information (e.g., the proposed Equipment) rather than the Proponent’s main website. Alternatively, a PDF document containing such information may be incorporated within the Proposal. PDF literature documents should be named as follows: “Proponent Name – Equipment Category – Model”;**”]
- (g) completely address, on a point-by-point basis, each requirement identified in this Article 3 (General Requirements);
- (h) adhere to the Proposal format requirements described above; and
- (i) respond to the requirements in the applicable schedule, or as may be directed in this RFP – the Schedules provided, as appropriate, should be used for completing the Proposal.

3.2 Executive Summary

The Proponent should submit an executive summary of its 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.

3.3 Corporate Overview

Every Proponent should complete the Corporate Overview Schedule.

3.3.1 Financial Viability

The Proponent should provide any financial information (e.g., annual report, banking information, and/or guarantees) necessary to adequately establish the Proponent’s financial

capability for the project to be undertaken or Equipment or services requested pursuant to this RFP. Such information should be submitted in the Corporate Overview Schedule.

3.4 Legal Actions

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 the availability of accessories or support of the Equipment or services proposed by the Proponent.

Part B Service/Support/Training/Warranty

3.5 Scope of Work

The Proponent should demonstrate:

- (a) an understanding of the project to be undertaken/services to be provided and should describe the approaches the Proponent proposes to take to meet the project requirements, Equipment, or services requirements requested pursuant to this RFP; and
- (b) how it can maintain an adequate supply of consumables, parts, and service for appropriate maintenance of the proposed Equipment for the duration of any Agreement, if applicable.

3.6 Purchasers' Specific Requirements

The Proponent should address how it will be able to meet the Purchasers' specific requirements as set out in the Variance Schedule. *[The Variance Schedule will need to be developed on a case by case basis.]*

3.7 Sourcing

The Proponent should provide a list of all original equipment manufacturer (“OEM”) items not specifically manufactured by the Proponent (if any), but provided as part of the Proponent's Equipment included in its Proposal in collaboration with any other supplier. The Proponent should identify the nature and extent of the relationship(s).

3.8 Alerts

The Proponent should disclose:

- (a) the guaranteed response time to assess recalled equipment;
- (b) resources available to assess all recalled equipment to ensure the equipment meets current safety standards and regulations; and
- (c) any discussions with regulatory agencies related to the equipment, which may impact on the future availability of the Equipment, accessories, or service support of the equipment.

3.9 Services and Support

The Proponent should address all questions related to services and support for each individual type of proposed Equipment in the Services and Support Schedule.

3.10 Site Planning and Turnkey Requirements

The Proponent should complete the Site Planning and Turnkey Requirements Schedule.

3.11 New Technology

The Proponent should address the following items:

- (a) ***[optional]*** in the event that a new or improved unit or hardware enhancement for any Equipment purchased is introduced or announced up to 9 months after acceptance, whether the Purchaser, at its sole option, will be able to elect to replace its unit with the new equipment without cost. This is to include all sub-components as well; and
- (b) a description of the software and hardware updates and upgrades that are included during the warranty period and any proposed service options should be provided.

3.12 Representations and Warranties

All representations and warranties with respect to the Equipment should be fully addressed as set out in the Agreement. ***[The requirements in this provision need to reflect, and be consistent with, the requirements set out in the Agreement in this regard.]***

3.13 Delivery Times

The Proponent should set out all of the delivery times that it can provide.

3.14 Proposed Work Plan and Timeframe

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

3.15 Electronic Enablement

[Optional – and if used, subject to the inclusion of additional specific information concerning the particulars of electronic enablement that are relevant to the Purchasing Organization, Purchasers and Equipment.]

The Proponent should provide information in respect of the following:

- (a) its current capabilities and available functions with respect to the ability to communicate and process transactions through an electronic data interchange, which should include, but shall not be limited to, electronic data exchange through a value added network, internet business to business portals, or direct electronic interaction over the internet; and

- (b) the bar coding standards and protocols that the Proponent currently uses with the Equipment sought under this RFP.

3.16 Personal Health Information

[Optional – This provision should be used as required in RFPs where it is likely that the supplier will be collecting, using, disclosing, or retaining personal health information (PHI) under PHIPA or other legislation.]

[For projects that have specific privacy requirements, such as information network providers, direct collection by the supplier of PHI, consultation with the Privacy Officer and revisions to this clause should occur prior to releasing the RFP.]

The Purchasers' information practices and requirements are attached as the Purchasers' Information Practices Schedule.

The Proponent should explain how the Purchasers' Information Practices are proposed to be met by the Proponent.

The Proponent should explain:

- (a) How the Proponent's information practices comply with PHIPA;
- (b) How the Proponent proposes to protect Personal Health Information (as such term is defined in the Ontario Personal Health Information and Protection Act) from theft, loss, and unauthorized access, copying, modification, use, disclosure, and disposal;
- (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
- (d) Whether any information is to be stored or used in, or accessed from, a location outside of (i) Ontario; and (ii) Canada.

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.

In the event there is a difference between the Proponent's information practices and any Purchasers' Information Practices, the Proponent should confirm that it is prepared to make commercially reasonable efforts to comply with such Purchasers' Information Practices.

[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 RFP being issued.]

3.17 WHMIS Training

[Optional – depending on what is being requested under the RFP.]

The Proponent should describe the Workplace Hazardous Materials Information System training that its personnel may have received in accordance with the Ontario *Occupational Health and Safety Act*.

3.18 Personnel

[Optional – to be used when requesting personnel information, such as that which typically can be found in resumes and so on.]

The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to provide any services, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.21.4 (Personal Information) before submitting any such personal information.

Part C Specifications

3.19 Specifications Schedule

The Proponent should review the specifications set out in the Specifications Schedule and demonstrate which specifications the Proponent will be able to meet. The Proponent should provide detailed responses. The Proponent should identify any item not applicable to the proposed Equipment as “not applicable”. The Proponent should also identify any item not available for the proposed Equipment as “not available”. If applicable, any information that the Proponent may need from the manufacturer to answer the questions should be obtained and provided in the Specifications Schedule. ***[Ensure that the Specifications Schedule is completed.]***

3.20 Documentation

Instead of including attachments, the Proponent should provide links to Internet sites that contain descriptive literature, design specifications, schematics, maintenance data, and components list, and such similar documentation relating to the proposed Equipment and services that may be purchased pursuant to this RFP. Access to such links shall be at no cost to the Purchasers.

3.21 Latex Free Equipment

[Optional – to be used depending on the type of equipment proposed to be acquired.]

The Purchasers prefer to purchase equipment that is latex free or contains a minimal amount of latex to reduce any adverse reaction and to promote a latex-safe environment. Accordingly, the Proponent should provide the following information with respect to the proposed Equipment:

- (a) Whether the Equipment contains any latex?
- (b) Whether the packaging of the Equipment contains any latex?

3.22 Equipment Containing Mercury

The Purchasers prefer to purchase equipment that is mercury-free except when sphygmomanometers containing mercury are required for specified specialized medical practice. Accordingly, the Proponent should state whether the proposed Equipment contains any mercury.

3.23 Environmental Issues

Consideration shall be given to potential environmental impacts when purchasing Equipment and services. In that regard, the Proponent should submit the following information:

- (a) Information in regards to re-usability of any Equipment supplied or used in providing services.
- (b) Any initiative taken by the Proponent to minimize the amount and weight of packaging used for any Equipment supplied or used in providing services.
- (c) Information on the ability to recycle any packaging and Equipment supplied or used in providing services and other information on recycling. Equipment that is recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic, (polyethylene terephthalate), #2 plastic (high density polyethylene), hard #4 plastic (low density polyethylene), and #5 plastic (polypropylene). ***[This list of recyclable Equipment needs to be confirmed and adjusted to fit the specific procurement.]***
- (d) Information regarding any opportunity for the Purchasers to return part or all of the Equipment and packaging used in shipping any Equipment or used during the delivery of service at no charge to the Purchasers.
- (e) A list of the “subject pollutants” listed under the applicable municipal sewer-use bylaw contained within the Equipment that the Proponent will be selling to the Purchasers or using in delivering any services to the Purchasers. Such list can be found at ***[Insert]***. Include the quantity and type of hazardous materials contained in the Equipment if such information is not proprietary, and the federal Material Safety Data Sheets in accordance with the Workplace Hazardous Materials Information System (WHMIS).
- (f) The overall environmental effect of any Equipment and packaging supplied, or any service delivered, including, but not limited to:
 - (i) whether the Equipment or service is certified under Canada’s Environmental Choice Program, Energy Star Program, or any other “eco-labelling” program;
 - (ii) a list of materials which are used in any Equipment or packaging supplied or used during the delivery of service, including recycled content;
 - (iii) unit weights of any Equipment and packaging material supplied or used in the delivery of service;
 - (iv) whether the Proponent is ISO 14001 certified; and

- (v) a summary of the environmental initiatives undertaken by the Proponent.

Part D Form of Agreement

3.24 Acceptance of the Form of Agreement as Attached

[Optional – This clause permits a proponent to propose changes to the final Agreement in its proposal.]

The Proponent should identify in its proposal (i) any clauses in the Form of Agreement to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.

A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Purchaser, may be disqualified.

The Proponent should not submit its own Form of Agreement or Terms and Conditions.

A Proponent that would accept the Form of Agreement as attached shall respond by stating “Not Applicable.”

Part E Pricing

3.25 General

3.25.1 Pricing Schedule

All pricing should be quoted as outlined in the Pricing Schedule, which should be completed for each type of proposed Equipment. A separate Pricing Schedule, except for Part A (General), should be completed for each piece of proposed Equipment.

3.25.2 Delivery Duty Paid (“DDP”)

Prices shall be quoted DDP freight prepaid at each Purchaser’s site; duty, delivery, and fuel charges included, where applicable.

3.25.3 Estimates

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents. Estimates are intended to be used by the Purchasing Organization for the purpose of evaluating the Proposals.

3.26 Pricing Schedule Components

3.26.1 General

The Proponent should provide a list and description for each type of proposed Equipment.

3.26.2 Unit Prices

The Proponent should provide separate unit prices for all items listed in all components of the Pricing Schedule.

3.26.3 Base Unit and Standard Features

The Proponent should provide separately in the Pricing Schedule Part B (Base Unit and Standard Features), details of base unit and standard features, attaching separate pages if required, any applicable costs associated with training, implementation, installation, or trade-in value of existing equipment. Installation charges should include all necessary components, including but not limited to, cabling, connections, and wall plates to provide a complete operational system. The Proponent should detail any exception in the installation that would be the responsibility of the Purchasers. Any such exception should be set out as an attachment to the Pricing Schedule Part B (Base Unit and Standard Features).

3.26.4 Accessories and Options

The Proponent should provide separately in the Pricing Schedule Part C (Accessories and Options), details of accessories and options, attaching separate pages if required, component name, part number, and pricing for any accessory and option.

3.26.5 Parts

The Proponent should provide separately in the Pricing Schedule Part D (Parts), details of parts, attaching separate pages if required, description, part number, packaging, unit of purchase, and pricing for related parts.

3.26.6 Post Warranty Service

The Proponent should provide separately in the Pricing Schedule Part E (Post Warranty Service), details of post warranty service, as required in such schedule.

The Proponent should indicate whether there are any Equipment refresh (evergreen) programs or options that will prevent technology obsolescence and keep the Equipment current in the next 5 to 7 years. Any costs associated with this program or option should be identified in the Pricing Schedule Part E (Post Warranty Service).

3.27 Additional Pricing Information

3.27.1 Rental Charge

Where materials are shipped in refillable containers, which may require a rental charge, the Proponent should show this rental charge separately and not include such charge in the unit cost of the Equipment. Such information should be set out in the Pricing Schedule Part F (Additional Packaging Costs).

3.27.2 Consumables

The Proponent should provide separately in the Pricing Schedule Part G (Consumables), details of consumables, attaching separate pages if required, description, part number, packaging, unit of purchase, and pricing for related consumables.

Although current annual consumable volumes for the Purchasers have not been provided, the Proponent using usage and pricing of leading consumption practices in other organizations of similar size and complexity are expected to provide the following for each type of proposed Equipment, as may be applicable:

- (a) assumptions for the calculation of the pricing of consumables; and
- (b) a solution for dealing with any inventory of consumable products left after conversion and identify what costs the Proponent is willing to cover.

Such information should be set out in the Pricing Schedule Part G (Consumables).

3.27.3 Customizations to Proponent's Standard Model

It is intended that the proposed Equipment will be based on the Proponent's standard model. However, once the Proponent has reviewed this RFP and the Specifications Schedule, any customization or modification that the Proponent anticipates will be required based on the provided requirements and pricing for the same should be described. Such information should be set out in the Pricing Schedule Part H (Customization).

3.27.4 Discounts

The Proponent should indicate in the Pricing Schedule Part I (Aggregate Volume Discounts) any additional volume discount or rebate by ranges based on aggregated volumes of total items purchased, to be calculated annually at the end of each calendar year or on the anniversary date of the applicable Agreement. The Proponent should also identify other available discount opportunities as described in the Pricing Schedule Part J (Additional Discounts).

3.27.5 Payment Terms

[Select the appropriate payment option as described in Section 4.1 of the Agreement, which sets out a milestone approach or a standard 30 or 60 day payment option from receipt of

invoice. In the event that the milestone approach is chosen, request that Proponents complete the Pricing Schedule Part K (Payment Terms).]

3.27.6 Financing Arrangements

[Optional – if removing, also remove from pricing schedule]

The Proponent should include the details of any financing arrangements the Proponent can provide to the Purchaser, such as, for example, term loans, leasing, or payment terms tied to healthcare provider fundraising cash stream. The Proponent should provide full details of those arrangements, including sample language of agreements, terms and conditions, and interest rates.

3.27.7 Cost Reduction Initiatives

The Proponent should provide details regarding any cost reduction initiative the Proponent considers could be implemented immediately upon execution of the Agreement or during its first year, explaining the recommended processes to be implemented, including the benefits. Such information should be included in the Pricing Schedule Part L (Cost Reduction Initiatives).

3.27.8 Software and Hardware Additional Costs

The Proponent should provide in the Pricing Schedule Part M (Software and Hardware Additional Costs), attaching separate pages if required, the following information:

- (a) how new Equipment and upgrades will be priced during the term of the Agreement; and
- (b) pricing for software options developed after the Agreement has been signed.

3.27.9 Purchasers' Information Practices Cost

The Proponent should indicate the way in which the cost of privacy compliance with respect to the Purchasers' information practices is reflected in its Proposal in the Pricing Schedule Part N (Information Practices Cost). For more information on the Purchasers' information practices, refer to Section 3.16 (Personal Health Information).

Article 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 V are optional. If a stage is removed, the change should be reflected in all the relevant sections below.]*** As was noted in Section 1.7 (Individual Purchaser), the specific needs and objectives of each Purchaser in respect of the Equipment differ slightly from each other, as is described in the attached Variance Schedule. 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:

[Note that it is possible to require that a minimum score be met for each criterion – see right-hand column in the table, below – to ensure that the Preferred Proponent shows strength consistently across all stages 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, and a Proposal that fails to meet the minimum score for a single stage is disqualified. Where a decision is made to not use the minimum score approach, simply revise the table below, and the language throughout this Article 4.]

Stage	Description	Points	Minimum Score <i>[Optional – delete this column if not required]</i>
I	Mandatory Requirements	(Pass/Fail)	Pass
II	General Requirements	<i>[Insert]</i>	<i>[Insert]</i>
III	Oral Presentation and/or Site Visit <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
IV	In-House Trial/Evaluation <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
V	Risk Mitigation <i>[Optional]</i>	<i>[Insert]</i>	<i>[Insert]</i>
VI	Pricing	<i>[Insert]</i>	<i>[Insert]</i>
1.	Reference Verification	<i>[Insert or (Pass/Fail)]</i>	<i>[Insert or Pass]</i>
	Total	<i>[Insert]</i>	N/A

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

A Proposal must include, or conform with, the following Mandatory Requirements:

[When deciding on the mandatory requirements, bear in mind that a Proponent must substantially comply with every single mandatory requirement or the Purchasing Organization is obligated to disqualify that Proponent’s proposal. The Purchasing Organization has no discretion in this regard. Consider carefully if a requirement should be made mandatory, and if there might be other ways to present the requirement.]

4.2.1 Mandatory Requirements Checklist

Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

4.2.2 Declaration and Certification

Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.

4.2.3 Pricing Schedule

Pricing Schedule, completed by the Proponent in accordance with the instructions contained in that schedule, provided that the following shall apply:

- (a) all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- (b) all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- (c) ***[Optional – alternatively, “travel, accommodation, and other costs shall be at the Proponent expense”]*** travel and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged in accordance with the applicable Purchaser’s policy, as may be amended from time to time. Original itemized receipts are required for reimbursement. Meals, hospitality, and other incidentals shall not be included in eligible expenses;
- (d) in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail; and
- (e) the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement Schedule, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

4.2.4 Unfair Advantage and Conflict of Interest Statement

Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

4.2.5 References

References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

4.2.6 Medical Devices and Medical Establishment Licenses

The Proponent shall confirm that for all proposed Equipment and products, a valid Medical Device Licence Number currently exists under the *Food and Drugs Act* (Canada) and the *Food and Drugs Act, Medical Devices Regulations* unless a valid exemption exists under such statute;

The Proponent shall confirm that a valid Medical Device Establishment Licence Number for the Proponent under the *Food and Drugs Act* (Canada) and the *Food and Drugs Act, Medical Devices Regulations* exists unless a valid exemption exists under such *Regulations*. With respect

to the requirement set out in this provision, if the Proponent is a joint venture or a consortium, then this confirmation of the Medical Device Establishment Licence shall be provided for one member of the joint venture or consortium; and

Where the Equipment or the Proponent is exempted from having either of the above-noted Licences, a statement to that effect shall be submitted with the Proposal – please see Section 2.25.3 (Medical Devices) in respect of this requirement.

4.2.7 Electrical Certification

The Proponent shall confirm that the proposed electrical Equipment has been authorized or approved for its intended use in accordance with all applicable electrical safety requirements in Ontario, accredited with the *Standards Council of Canada Act* (Canada) and whether it bears the certification organization’s mark which identifies equipment certified for use in Canada. See Section 2.25.2 (Electrical Equipment) in relation to this requirement.

Where the Equipment is not subject to any electrical certification, the Proponent shall respond by stating “Not Applicable”.

4.2.8 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- (a) the Proponent shall identify itself as the sole Proponent; and
- (b) the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable”.

4.2.9 Safety Disclosure

The Proponent shall identify any equipment-related or safety alert, recall, hazard notification, or other safety/quality-related publication occurring in the last 5 years applicable to the Equipment being proposed pursuant to this RFP.

The Proponent shall disclose any action or resolution taken to rectify the problems in the equipment-related or safety alert, recall, hazard notification, or other safety/quality-related publication applicable to the Equipment being proposed.

Where there have been no equipment-related alerts, safety alerts, recalls, hazard notifications, or other safety/quality-related publications applicable to the proposed Equipment, the Proponent shall respond by stating “Not Applicable.”

Upon request by the Purchasing Organization, the Proponent shall provide a copy of the said equipment-related alerts, safety alerts, recalls, hazard notifications, or other safety/quality-related publications.

[Identify additional mandatory requirements here. Note that it is preferable to have as few as possible, because failure by a Proponent to substantially comply with a single mandatory requirement must lead to the disqualification of that Proponent. The Purchasing Organization has no discretion in this regard.]

4.3 Stage II – Evaluation of General Requirements (*[Insert points]*)

[If using a minimum score approach, add the following sentence: “Proposals that reach or exceed the minimum score for each Rated Criterion will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).”] The General Requirements to be used by the Evaluation Team in the scoring of each Eligible Proposal are as follows:

Evaluation Criteria	Section	Weighting	Minimum Score <i>[Optional – delete this column if not required]</i>
Corporate Overview	4.3.1	<i>[Insert]</i>	<i>[Insert]</i>
Service/Support/Training/Warranty	4.3.2	<i>[Insert]</i>	<i>[Insert]</i>
Specifications	4.3.3	<i>[Insert]</i>	<i>[Insert]</i>
Form of Agreement	4.3.4	<i>[Insert]</i>	<i>[Insert]</i>

4.3.1 Corporate Overview (*[Insert points]*)

[Describe how Proponents may achieve maximum points.]

4.3.2 Service/Support/Training/Warranty (*[Insert points]*)

[Describe how Proponents may achieve maximum points.]

4.3.3 Specifications (*[Insert points]*)

[Describe how Proponents may achieve maximum points.]

4.3.4 Form of Agreement (*[Insert points]*)

[Describe how Proponents may achieve maximum points. This can be rated as the degree to which the Proponent is willing to accept the Purchaser’s Form of Agreement, with changes that are in Proponent’s favour resulting in fewer points. This could also give Proponents

[RFP Health Equipment Purchase and Installation Template – Insert RFP # and Type of Equipment]

additional points if they include proposed changes to the Form of Agreement that are in the Purchaser’s favour.]

4.4 Stage III – Oral Presentation and/or Site Visit (*[Insert points]*)

[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 up to the [Insert #] highest ranked Proposals from Stage II will be invited to participate in the Oral Presentation and/or Site Visit stage.”]

The purpose of the Oral Presentation and/or Site Visit will be to allow the Proponent to address the major elements of its 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 written 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 written 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 supply the Equipment in a way that meets or exceeds the needs of the Purchasers within the required delivery time at a cost effective price
6	<i>[Set out others]</i>

4.5 Stage IV – In-House Trial (*[Insert points]*)

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

[Consider short listing the candidates to a manageable number for In-House Trials. If appropriate add the following sentence: “Only up to the [Insert #] highest ranked Proposals from Stage III will be invited to participate in the In-House Trial stage.”]

The purpose of the In-House Trial will be to allow the Proponent to trial or demonstrate the Equipment for the Purchasing Organization 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 written Proposal. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the In-House Trial. ***[If using a minimum score methodology, add the following sentence: “Eligible Proposals that do not meet the minimum score for the In-House Trial will be disqualified.”]*** In addition, the In-House Trial will be evaluated on the basis of the following framework:

[List the criteria for the In-House trial. Note that it useful to review the Specifications before setting out the criteria of the in-house trial.]

4.6 Stage V – Risk Mitigation (*[Insert points]*)

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

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.”]***

4.7 Stage VI – Pricing (*[Insert points]*)

Only at the completion of all other rated criteria for all Eligible Proposals will the RFP Coordinator open the envelope 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 for the Equipment by dividing that Proponent’s price for the Equipment by the lowest bid price for the Equipment. For example, if the lowest bid 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 ($120/240 = 50\%$).

$$\frac{\text{Lowest Price}}{\text{2}^{\text{nd}} \text{ lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2}^{\text{nd}} \text{ lowest Price}$$
$$\frac{\text{Lowest Price}}{\text{3}^{\text{rd}} \text{ lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3}^{\text{rd}} \text{ lowest Price}$$

4.8 Stage VII – Reference Verification (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 pass/fail basis* as to their satisfaction with the Equipment and services delivered, 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.]*

4.9 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, e.g., selecting the Proponent with the lowest price as the Preferred Proponent]*.

4.10 Preferred Proponent

After the references have been successfully verified, the Purchasing Organization will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. Subject to the requirements of Section 4.11 (Discussions with Preferred Proponent), the Purchasing Organization expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

4.11 Discussions 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, or it may, in its sole discretion,

- (a) prior to making the award, where an immediate need exists, the Purchasing Organization may issue a purchase order, on terms satisfactory to the Purchasing Organization, as an interim measure; and
- (b) negotiate changes, amendments, or modifications to the Preferred Proponent's Proposal.

The Purchasing Organization shall at all times be entitled to exercise its rights under Section 2.28 (Rights of the Purchasing Organization – Preferred Proponent).

For certainty, the Purchasing Organization 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 Purchasers to execute the Agreement.

Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Schedule, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent 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 RFP.

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

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

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

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

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

Form of Agreement Schedule

Requirements Schedule

[If any additions or deletions have been made to any of the Requirements in Article 3 (General Requirements and Pricing) of the RFP, add or delete the corresponding row to the table below.]

The Proponent should use the chart below to respond to the Requirements set out in Article 3 (General Requirements) of the RFP, unless otherwise directed here or in the RFP. Where an item is not applicable, type N/A in the space provided. The information listed under Requirement Item is not a complete description. Proponents should review the applicable provision in the RFP before responding.

Proponent Name _____

RFP Section Ref #	Requirement Item	Proponent Response
Part A Corporate Overview		
3.2	Executive Summary	
3.3	Corporate Overview	See Corporate Overview Schedule
3.4	Legal Actions	
Part B Service/Support/Training/Warranty		
3.5	Scope of Work	
3.5	Scope of Work – maintenance of supply	
3.6	Purchasers’ Specific Requirements	See Variance Schedule
3.7	Sourcing	
3.8	Alerts – response time	
3.8	Alerts – resources	
3.8	Alerts – impact	
3.9	Services and Support	See Services and Support Schedule
3.10	Site Planning and Turnkey Requirements	See Site Planning and Turnkey Requirements Schedule
3.11	New Technology	
3.12	Representations and Warranties	
3.13	Delivery Times	
3.14	Proposed Work Plan and Timeframe	
3.15	Electronic Enablement	
3.16	Personal Health Information	
3.17	WHMIS Training	
3.18	Personnel	

Part C Specifications		
3.19	Specifications Schedule	See Specifications Schedule
3.20	Documentation	
3.21	Latex Free Equipment – latex in the Equipment	
3.21	Latex Free Equipment – latex in the packaging	
3.22	Equipment Containing Mercury	
3.23	Environmental Issues	
Part D Form of Agreement		
3.24	Acceptance of the Form of Agreement as Attached	
Part E Pricing		
3.26	Pricing Schedule Components	See Pricing Schedule
3.27	Additional Pricing Information	See Pricing Schedule

Pricing Schedule

The Proponent should use the following charts to respond to the Section 3.26 (Pricing Schedule) and Section 3.27 (Additional Pricing Information) requirements. Where an item is irrelevant, type N/A in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. *[Revise the following tables as appropriate.]*

Proponent Name _____

Part A General

RFP Section Ref #	Proposed Equipment	Description
3.26.1		

Part B Base Unit and Standard Features

RFP Section Ref #	Component Name	Part #	Unit List Price	Discounted Price
3.26.3				

RFP Section Ref #	Other Costs	Unit List Price	Discounted Price
3.26.3	Training		
	Implementation		
	Installation (Parts)		
	Installation (Labour)		
	Trade-in Value		

Part C Accessories and Options

RFP Section Ref #	Component Name	Part #	Unit List Price	Discounted Price
3.26.4				

Part D Parts

RFP Section Ref #	Description	Part #	Packaging	Unit of Purchase	List Price	Discounted Price
3.26.5						

Part E Post Warranty Service

RFP Section Ref #	Description of Service (After Warranty)	Term (Identify Term Options)	List Price	Discounted Price
3.26.6	Post Warranty Service Options			
	Full Service Contract – Paid Annually (All Parts, Labour, Travel)			
	Full Service Contract – Prepaid (All Parts, Labour, Travel)			
	Preventative Maintenance			
	Labour Only			
	Shared Service (Proponent/Purchaser)			
	Time and Material			
	Other			
	Post Service Agreement Maximum Cost Increase			
	Service (Labour) Rates to be Charged			
	Equipment Refresh – Evergreen Programs			

Part F Additional Packaging Costs

RFP Section Ref #	Requirement Item	Proponent Response
3.27.1	Additional Packaging Costs	

Part G Consumables

RFP Section Ref #	Description	Part #	Packaging	Unit of Purchase	List Price	Discounted Price
3.27.2						

RFP Section Ref #	Requirement Item	Proponent Response
3.27.2	Calculation of Cost of Consumables	
	Solution for Left Over Inventory of Consumables	

Part H Customization

RFP Section Ref #	Requirement Item	Proponent Response
3.27.3	Customizations to Proponent’s Standard Model	

Part I Aggregate Volume Discounts

RFP Section Ref #	Range of Total Purchase for Additional Discounts and/or Rebates	Percentage (%)
3.27.4	\$1,000,000 to \$3,000,000	
	\$3,000,001 to \$5,000,000	
	\$5,000,001 to \$10,000,000	
	\$10,000,001 to \$15,000,000	
	\$15,000,001 to \$20,000,000	
	\$20,000,001 to \$30,000,000	

Part J Additional Discounts

RFP Section Ref #	Requirement Item	Proponent Response
3.27.4	Early Payment Discount	
	Electronic Commerce	
	Electronic Funds Transfer Payments	
	Related Life Cycle Technology Discounted Enhancements	
	Other Discounts Not Referred to Above	

Part K Payment Terms

RFP Section Ref #	Requirement Item	Proponent Response
3.27.5	Payment Terms	

RFP Section Ref #	Requirement Item	Proponent Response
3.27.6	Financing Arrangements	

Part L Cost Reduction Initiatives

RFP Section Ref #	Requirement Item	Proponent Response
3.27.7	Cost Reduction Initiatives	

Part M Software and Hardware Additional Costs

RFP Section Ref #	Requirement Item	Proponent Response
3.27.8	Pricing of New Equipment and Upgrades	
	Pricing of New Software Options	

Part N Information Practices Cost

RFP Section Ref #	Requirement Item	Proponent Response
3.27.9	Information Practices Cost	

Corporate Overview Schedule

For any Proponent consortium, including joint ventures or partnerships, each individual entity should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Canadian head office location and registered office	
Corporate head office location (if different then above)	
Brief overview of the company background	
Organizational chart, if applicable	
Canadian sales revenue	
Worldwide sales revenue	
Number of years in business	
Number of years in Canada	
Has your company or division been involved in a merger or acquisition in the past five years?	
Provide a list of your past consecutive installations. Of these provide your description of equipment and all its related components?	

Financial Information

RFP Section Ref #	Requirement Item	Proponent Response
3.3.1	Financial Viability	<i>[Proponent to list all attached items]</i> ✓ Annual Report ✓ Banking Information ✓ Guarantees

Services and Support Schedule

The Proponent should complete this Schedule by responding to each item below for each type of Equipment applicable, attaching separate pages for each type of Equipment, as applicable. *[The list below may be amended or added to by the Purchasing Organization, depending on needs and preferences.]*

Proponent Name _____

Item	Proponent Response
Warranty	
General – indicate the length of warranty, the coverage and all terms and conditions.	
Post Warranty Service	
Indicate the length of time, upon expiration of the warranty, the Proponent will continue to offer service and support on all proposed Equipment.	
Preventative Maintenance	
Hours of Service – state the recommended number of hours of service each type of Equipment should operate prior to the performance of routine preventative maintenance.	
Procedures – indicate the recommended frequency, type, and length of procedures for appropriate preventative maintenance of all proposed Equipment.	
Documentation – provide written documentation for the recommended preventative maintenance on the Equipment including but not limited to cleaning, calibrating, periodic replacement of parts, and performance verification.	
Service Response	
Response Time – indicate the guaranteed on-site service response time of a qualified repair technician after a request has been made. This information should be provided for: a) regular weekdays; b) weekends; and c) public (statutory) holidays.	
Technicians – indicate the number of trained service technicians at each location and identify locations in Ontario.	

Item	Proponent Response
<p>Parts – Format – indicate the Parts depots located in Ontario and indicate:</p> <ul style="list-style-type: none"> a) a list of parts to be kept at each depot; and b) normal lead time for parts. <p>In addition, indicate:</p> <ul style="list-style-type: none"> c) a list of parts to be kept on the purchaser’s site (consignment); and d) a list of tools to be kept on the purchaser’s site.” 	
Telephone Support	
<p>Availability and Services – describe in detail the telephone support available during and after warranty and indicate availability including but not limited to: 24 hours per day, 7 days per week, 365 days per year; operational/application inquiries; remote diagnostic troubleshooting and user networking; and a toll free line.</p>	
<p>Length of Support – indicate the length of time that both technical telephone support will be provided to the Purchasers (i.e., as long as the Equipment is in service at the Purchasers) and identify any associated costs.</p>	
<p>Remote Connectivity – provide details of Purchaser obligations regarding remote connectivity if applicable.</p>	
Guaranteed Uptime	
<p>Make a statement regarding guaranteed uptime. The minimum acceptable guarantee is 98%. In the event the Proponent is unable to maintain the guaranteed uptime, the Proponent should include how the warranty or service contract would be extended at no charge.</p>	
Training	
<p>Technical – list all technical training opportunities including a description, length, scope, and any associated costs. Travel and customary living expenses for off-site training should be included at no additional cost. Applicable technical training should include all technical aspects of the Equipment including, but not limited to routine maintenance, preventative maintenance, and</p>	

Item	Proponent Response
trouble-shooting of all components.	
Cleaning and Disinfecting – describe the training and education that will be provided on manufacturer’s recommended cleaning and disinfecting of the proposed equipment.	
Ongoing – list and describe on-going training opportunities (e.g., refresher courses, seminars, multi-media materials, in-service sessions, etc.) provided by the Proponent.	
Loaner Equipment	
Availability – indicate if loaner equipment is available if required, for use when existing Equipment requires repair, maintenance, recalibration, etc.	
Turnaround Time – indicate the guaranteed turnaround time to receive such loaner equipment from the time the initial request is made.	

Site Planning and Turnkey Requirements Schedule

The Proponent should complete the table below by responding to each category below for each type of Equipment, as may be applicable. If required, attach separate pages for each type of Equipment.

Proponent Name _____

Equipment Type _____

Model Name/Number _____

Category	Proponent Response
Site Planning	
The Proponent should provide detailed information on all utility information and requirements, including all power requirements for the system (regular or emergency) and plans to utilize existing UPS, or identify any need for additional UPS unit(s).	
The Proponent should identify and state the effect of power outages or transitional interruptions experienced upon transfer to emergency power generators, together with the significance of interruption of any other supplies.	
The Proponent should provide detailed information on all air conditioning, venting requirements, and recommendations on the type of cooling required for the equipment, scan room, the control room, and any other areas affected by equipment heat discharge.	
The Proponent should indicate the total heat generated from the equipment, expressed in BTU's per hour for each section or portion of the system(s) housed in separate rooms.	
The Proponent should provide detailed information on all plumbing, water treatment, and water flow requirements.	
The Proponent should outline their requirements for an Electrical Power line conditioner and/or specify their equipment tolerances with respect to line fluctuations.	

Category	Proponent Response
The Proponent should identify arrangements for planned interruption of services for connection of equipment.	
If domestic water is used for cooling purposes, the Proponent should provide a design plan for reduction of waste. Note: This should be used as a last resort for cooling and part of the installation should include a measuring device(s) for water consumption specific to the project that may be connected to a Building Automation Control System.	
The Proponent should ensure that all architectural and professional engineering fees for the complete design and supervision of the Hospitals, including a preliminary space plan and finish selection is included in proposed pricing. Note: Preliminary space plan is to be approved by each Hospital.	
The Proponent should identify all work that is not part of the installation by the Proponent and is to be provided by the Hospital to prepare the space prior to installation.	
The Proponent should provide any requirements for lead or magnetic shielding for the space.	
The Proponent should provide the weight and dimensional size (shop drawings) of the proposed equipment.	
The Proponent should confirm that all work being performed will be in accordance with CSA Z317.13-07 Infection Control for Construction and Renovation.	
Turnkey Requirements	
Architectural	
The Proponent should confirm that all existing and new penetrations will be sealed for fire and smoke separations.	
The Proponent should confirm that all demolition work will be included.	
Electrical	
The Proponent should confirm that electrical components will meet the requirements of CAN/CSA-Z32-04.	

Category	Proponent Response
The Proponent should identify the number of emergency power outlets and lighting that will be provided.	
The Proponent should ensure proposed pricing includes all electrical work including all transformers, switches, breakers, and UPS emergency power units.	
HVAC	
The Proponent should confirm that any applicable HVAC work will meet the requirements of CAN/CSA-Z317.2-01 (R2006).	
The Proponent should ensure that HVAC system maintains the temperature and humidity requirements for all suite requirements.	
The Proponent should ensure that each room will have its own control point and each room will be tied into existing building control system.	
Medical Gas	
The Proponent should verify that medical gas systems will meet the latest CSA Standard Z7396-1.	
The Proponent should indicate the maximum number of outlets to be provided for medical gases.	
Fire Protection	
The Proponent should confirm that any applicable fire alarm systems will meet code and should be able to tie into hospital's existing Fire Alarm system.	
The Proponent should provide proper fire protection for equipment room including pre-action system. This system should be able to tie into hospital's existing Fire Alarm system.	
Testing and Inspection	
The Proponent should provide for all inspections and certifications including but not limited to fire alarm, medical gas, air balancing, and electrical safety as required.	
The Proponent should provide vibration analysis and structural analysis as required.	

Purchasers' Information Practices Schedule

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

1. The Proponent 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 the *Personal Health Information Protection Act, 2004* (Ontario) (PHIPA) and its related regulations, as part of the Proponent's provision of services to and on behalf of the Purchaser, and not on the Proponent's behalf or for the Proponent's own purposes.
2. For greater specificity pursuant to the Proponent's obligations under section 1 of this Information Practices Schedule, in the event that the Proponent is a health information network provider under PHIPA, the Proponent 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 Proponent 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 Proponent 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 Proponent will ensure that any of its agents or subcontractors to whom the Proponent provides the Purchaser PHI has agreed in writing to the same restrictions and conditions that apply to the Proponent with respect to PHI.
6. The Proponent will not disclose PHI, or any information, to any affiliated or unaffiliated third party without the prior written consent of the Purchaser.
7. The Proponent will maintain a log of access and disclosure of PHI by the Proponent and the Proponent's personnel and make such log available to the Purchaser as and when requested.

Practices to Protect Personal Health Information

8. The Proponent 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 Proponent will take reasonable steps to ensure that all PHI from the Purchaser is securely segregated from any information owned by the Proponent or third parties, including access barriers, physical segregation, and password authorization.]***
9. The Proponent will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request.

10. The Proponent 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 Proponent will ensure that all employees who have access to PHI from the Purchaser have undergone screening that includes reference checks.
12. The Proponent 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 Proponent or the Purchaser.
13. The Proponent 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 Proponent will return or destroy all PHI received from, created, or received by the Proponent on behalf of the Purchaser that the Proponent maintains custody of in any form and will retain no copies of PHI thereafter. The Proponent 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 Proponent 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 Proponent will provide the Purchaser with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.
16. The Proponent will provide notice to the Purchaser's Privacy Office if the nature of the Proponent'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 Proponent'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 Proponent will report to the Purchaser's Privacy Office at the Proponent's first reasonable opportunity, but in any event no more than 48 hours after the Proponent becomes aware of any use, disclosure (including being legally compelled), theft, or unauthorized access of PHI by the Proponent or any of your agents or subcontractors to whom you provide the Purchaser PHI.

18. The Proponent 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 Proponent will cooperate with and assist the Purchaser in the management of any such request for access or correction or complaint.
19. The Proponent will, upon request, make PHI available to the Purchaser for amendment and incorporate any amendments into the Proponent's records of PHI. During the term of the Agreement, the Proponent may never deny the Purchaser access to its patients' PHI.
20. The Purchaser reserves the right to: inspect any equipment used or records maintained by the Proponent in connection with the provision of goods or services; question the Proponent'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 Proponent authorizes, acknowledges, and accepts termination without notice of the Agreement by the Purchaser in the event that the Purchaser determines the Proponent has violated any of these practices.
22. All of the privacy terms provisions in this Purchasers' 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 Proponent from violating the privacy terms in this Purchasers' Information Practices Schedule. The Proponent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm.

Specifications Schedule

[This schedule needs to be developed on a case by case basis.]

Variance Schedule

[This schedule needs to be developed on a case by case basis to highlight differences in current state, requirements, etc. between members within an SSO.]

Mandatory Requirements Checklist Schedule

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

	Mandatory Requirements	Page #
M1	4.2.1 Mandatory Requirements Checklist	
M2	4.2.2 Declaration and Certification	
M3	4.2.3 Pricing Schedule	
M4	4.2.4 Unfair Advantage and Conflict of Interest Statement	
M5	4.2.5 References	
M6	4.2.6 Medical Devices and Medical Establishment Licenses	
M7	4.2.6 Electrical Certification	
M8	4.2.8 Proponent Consortium Information	
M9	4.2.9 Safety Disclosure	
M10	<i>[Insert others that may be found in the RFP, such as any other schedules. The list may also include a specific mandatory requirement related to an aspect of the Equipment.]</i>	

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to provide the Equipment in accordance therewith at the Rates set out in the Pricing Schedule.

3. Pricing

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in the Pricing Schedule.

4. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Purchasing Organization prior to the RFP Submission Deadline. The onus remains on the Proponent to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting “None”:

5. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for ***[Insert – the number of days in accordance with Section 2.11 (Proposal Irrevocability)]*** following the Proposal RFP Submission Deadline.

6. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchasing Organization’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

7. Proof of Insurance and Good Standing Under the Workplace Safety and Insurance Act (Ontario)

By signing this Declaration and Certification Schedule, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement Schedule.

8. Execution of Agreement

If its Proposal is selected by the Purchasing Organization, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP. The Purchaser is prepared, but not obligated to negotiate minor changes only to the Form of Agreement with the successful Proponent.

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

References Schedule

Proponent Name:

The Proponent is to identify a minimum of 3 references with respect to itself, and complete the information set out below. **[OR – The Proponent is to identify the last three installations of equipment that are identical to or substantially similar to the Equipment, and complete the information set out below.]**

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

Reference 2	Proponent Response
Facility name (include reference sites, if available)	
Address	
Number of sites/facilities	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Equipment (i.e., V.P. of ... in this area)	
Detailed description of the Equipment purchased and services provided	
Start up date of implementation	

Reference 3	Proponent Response
Facility name (include reference sites, if available)	
Address	
Number of sites/facilities	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Equipment (i.e., V.P. of ... in this area)	
Detailed description of the Equipment purchased and services provided	
Start up date of implementation	