

# **Draft for Discussion Purposes Only**

## **REQUEST FOR PROPOSAL**

**RFP No. [Click and Type RFP#]**

**For**

**[Click and Type Project/Equipment sought to be inserted]**



**Issue Date: [Click and Type Issue Date]**

**Closing Time: 12:00:00 p.m. Eastern Time on  
[Click and Type Date of Closing]**

**Developed by  
Debby Shapero Propp  
Barrister & Solicitor**

**in conjunction with  
CAHO, SJHS-GPO, Plexxus and HMMS**

# Receipt Confirmation Form

---

**To:** [Click and Type Name of Bid Administrator]  
[Click and Type Position]  
**St. Joseph's Health System**  
**Group Purchasing Organization**  
**Fax:**[Click and Type Fax number]  
**Email:**[Click and Type Email address]  
**Re:** [Click and Type RFP name] [Click and Type RFP#]

Vendors are requested to acknowledge receipt of the [Click and Type RFP name] [Click and Type RFP#] RFP and their intent to respond, by sending this form by email to the attention of [Click and Type Name of Bid Administrator] [Click and Type Email address] . Vendors submitting this response will be notified of any addendums issued to this RFP, according to the name submitted on this document.

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"/> | [Click and Type Type of Equipment – item 1] |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | [Click and Type Type of Equipment – item 2] |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | [Click and Type Type of Equipment – item 3] |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | [Click and Type Type of Equipment – item 4] |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | [Click and Type Type of Equipment – item 5] |

Vendors should submit space, electrical, and any additional requirements for participation in the Vendor Fair to [Click and Type Name of Bid Administrator] [Click and Type Email address] as soon as possible.

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

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# REQUEST FOR PROPOSAL (“RFP”)

RFP # [Click And Type RFP#]

*[Instructions: As this is a template, certain parts of it may not be applicable or may be inconsistent with the project requirements. In addition, additional clauses may need to be added. Accordingly, this template must be reviewed and revised as necessary each time that it is used.*

*If the Table of Contents is used, make sure that it is updated prior to use. Remember to change the external filename for this document.*

*All instructions should be deleted prior to finalization.]*

## ARTICLE 1 INTRODUCTION

### 1.1 Background

The Council of Academic Hospitals of Ontario (“CAHO”) is a not-for-profit organization representing Ontario’s twenty-five academic hospitals as set out in the List of Hospitals Appendix. The CAHO mandate is, through their member hospitals, to enhance the health and prosperity of Ontarians. For more information, refer to [www.caho-hospitals.com](http://www.caho-hospitals.com).

In 2007, CAHO and its 25 member hospitals launched a pilot initiative to collaboratively procure capital equipment. For this initiative, on behalf of its CAHO-member hospitals and its non-CAHO member hospitals, CAHO has engaged the CAHO Capital Procurement Cooperative (“CCPC”) to provide purchasing services. The CCPC is comprised of three shared services/group purchasing organizations that currently provide purchasing services to individual CAHO member hospitals, namely the St. Joseph’s Health System Group Purchasing Organization (“SJHS-GPO”), Healthcare Materials Management Services (“HMMS”), and Hospital Administrative Services c.o.b. as Plexxus. For more information see

[www.sjhcs-gpo.com](http://www.sjhcs-gpo.com)

[www.hmms.on.ca](http://www.hmms.on.ca)

[www.plexxus.ca](http://www.plexxus.ca)

This Request for Proposal (“RFP”) is being issued on the instructions of CAHO through the CCPC on behalf of the participating CAHO-member hospitals (“Hospitals”) as listed in Section 1.2.1 Participating Hospitals.

### 1.2 Scope/Project

#### 1.2.1 Participating Hospitals

The CCPC is issuing this RFP and will administer the RFP procedure set forth herein for the benefit and on behalf of the Hospitals listed in the table set out below:

## Participating Hospitals

*[include only participating hospitals in the table]*

Baycrest Centre for Geriatric Care
Bloorview Kids Rehab
Centre for Addiction & Mental Health
Children's Hospital of Eastern Ontario
Hamilton Health Sciences
Hôpital régional de Sudbury Regional Hospital
Hospital for Sick Children
Hotel Dieu Hospital Kingston
Kingston General Hospital
London Health Sciences Centre
Montfort Hospital
Mount Sinai Hospital
North York General Hospital
Providence Care
Royal Ottawa Health Care Group
SCO Health Service
St. Joseph's Healthcare Hamilton
St. Joseph's Health Care, London
St. Michael's Hospital
Sunnybrook Health Sciences Centre
The New Women's College Hospital
The Ottawa Hospital
Thunder Bay Regional Health Sciences Centre
Toronto Rehabilitation Institute
University Health Network

### 1.2.2 Equipment

This RFP is being issued to obtain Proposals for the Hospitals for the supply of [Click and Type Description] from Vendor(s). The Hospital's volume requirements with respect to this scope of work are outlined in the Projected Equipment and Volume Requirements Appendix, which is subject to Section 5.5.6 Estimates. *[The timelines within which you require the project/equipment to be provided should be set out here, e.g., "It is anticipated that the term of any agreement arising out of this RFP will be five (5) years or three (3) years plus two (2) one (1) year options."]*

### 1.3 Objectives

*[List the objectives or major factors that the Hospitals seek to satisfy in an agreement resulting from an RFP. The objectives will be different for each RFP and will depend upon the nature of the goods and/or services that will be acquired. Choose the objectives that are relevant to your RFP. These objectives should be reflected in the evaluation criteria in the RFP or they should not be listed here. The following objectives should not be considered exhaustive.]*

The Hospitals seek to satisfy the following objectives in an agreement resulting from this RFP:

- best solution for its [Click and Type Type of Equipment sought] needs;

- obtain the highest quality delivery, installation, and maintenance of services to the Hospitals in respect of the [Click and Type Name of Equipment];
- ensure compatibility with the existing equipment or services of the Hospitals;
- obtain quality equipment and services at best overall value;
- enhanced customer satisfaction and improvements in training and service;
- facilitate individual Hospital purchases and not to limit Hospital choice or negate clinical requirements;
- obtain an extensive selection of products; and
- support Vendors that act in an environmentally responsible manner.

## **1.4 Individual Hospitals**

### **1.4.1 Objectives**

Vendors should recognize that the Hospitals may have different needs and objectives with respect to the equipment sought pursuant to this RFP. This information will be set out [Click and Type as appropriate] *[i.e., the appropriate language or another Appendix and reference that new Appendix here]* and may ultimately be reflected in the agreements arising out of this RFP. Accordingly, the terms of any individual agreements arising out of this RFP may be different.

### **1.4.2 Entering into an Agreement**

If a Vendor or Vendors are successful in this RFP, the Vendor or Vendors are put on notice that, subject to the terms and conditions in this RFP, including but not limited to being able to reach an agreement between the parties, individual agreements with the individual Hospitals will be entered into for Hospital specific purchases.

### **1.4.3 Standardization of Equipment**

It is the intention of some of the Hospitals to use this RFP process to establish standardization within a particular Hospital of the type of equipment sought under this RFP. It is not the intention of the CCPC to use this RFP to standardize equipment across the Hospitals.

## **ARTICLE 2 PROPOSAL SUBMISSION**

### **2.1 Proposal Submission**

#### **2.1.1 General**

To be eligible for consideration in this RFP process the Vendor's Proposal must be received by 12:00:00 p.m. Eastern Time on [Click and Type Date of Closing] (the "Closing Time") and should be in a sealed package bearing the Vendor's name, return address, and RFP # [Click and Type RFP#] at:

St. Joseph's Health System  
Group Purchasing Organization  
[Click and Type Address]  
Attention: Bid Administrator [Click and Type Name of Bid Administrator]

### **2.1.2 Proposals received after the Closing Time**

Proposals received after the Closing Time shall not be considered and shall be returned to the Vendor unopened. Each Vendor is responsible for the actual delivery of its Proposal to the address and location listed above, regardless of whether the Proposal has been given to couriers, delivery services, Canada Post or employees or agents of the CCPC or the Hospitals for delivery to that location.

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in the *Electronic Commerce Act, 2000* (Ontario), as amended, any notice, submission, statement, or other instrument to be given in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

### **2.1.3 Receipt**

Vendors should have the Proposal time stamped at the location referred to in Section 2.1.1 General before the Closing Time and receive a receipt.

Vendors shall allow sufficient time to ensure that the Proposal is received by the Closing Time.

## **2.2 Format**

### **2.2.1 General**

The Proposal should be comprised of and formatted as follows:

- One (1) original paper copy of the Proposal in an envelope excluding the pricing information, specifically the Pricing Appendix, any Pricing Appendix attachments, and the Additional Pricing Information Appendix (“Pricing Documents”);
- One (1) original paper copy of the Proposal Pricing Documents in one envelope;
- Two (2) electronic copies (each copy on a separate CD-ROM in either Microsoft Office or Adobe Acrobat format) of the Proposal excluding the Pricing Documents;
- Two (2) electronic copies (each copy on a separate CD-ROM in either Microsoft Office or Adobe Acrobat format) of the Proposal Pricing Documents.

### **2.2.2 Forms**

Proposals should be submitted according to the instructions in this RFP and using the Appendix templates in the “Response Appendices” file and completed as appropriate. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

### 2.2.3 Separate Files

Vendors should be advised that the RFP document is locked and is “Read-Only”. RFP submissions should be formatted as outlined in the table below using the Appendix templates provided in the “Response Appendices” file. The entire RFP response will be comprised of the Response Appendices only. The following format is applicable for both paper copies and digital copies of the RFP proposal.

Folder	Response Appendix	Format of File Names (File names cannot include any symbols ie. #, &, + etc.)
Not part of RFP proposal	Receipt Confirmation Form	To be completed and returned as per Section 2.3.
<b>Folder 1 – Vendor Information</b>		
	Bid Submission Form	“ <i>Bid Submission Form</i> ”
	Executive Summary	“ <i>Executive Summary</i> ”
	Corporate Overview Appendix	“ <i>Corporate Overview Appendix</i> ”
	References Appendix	When submitting a “ <i>References Appendix</i> ” for more than one type of equipment please name each file as follows; “ <i>Equipment Type – Reference Appendix</i> ”
	Declaration of Conflict Statement	“ <i>Declaration of Conflict Statement</i> ”
	Statement of Full Disclosure	“ <i>Statement of Full Disclosure</i> ”
<b>Folder 2 – Specifications</b>		
	Specifications Appendix	When submitting a “ <i>Specifications Appendix</i> ” for each type of equipment please name each file as follows; “ <i>Equipment Type – Specifications Appendix</i> ”
	Requirements Appendix	“ <i>Requirements Appendix</i> ”
	Hospitals Background Information and Additional Requirements Appendix	When submitting a “ <i>Hospitals Background Information and Additional Requirements Appendix</i> ” please include a separate file for each hospital and name each file as follows; “ <i>Hospital Name – Hospitals Background Information and Additional Requirements Appendix</i> ”
		The “ <i>Specifications Appendix</i> ” is where each Vendor should include a URL or .jpeg image for specific literature and picture of each type of proposed equipment.
<b>Folder 3 – Service and Support</b>		
	Services and Support Appendix	When submitting a “ <i>Service and Support Appendix</i> ” for each type of equipment please name each file as follows; “ <i>Equipment Type – Service and Support Appendix</i> ”
		Any additional Service and Support information should be included in Folder 3 (including Warranty information)
<b>Folder 4 – Site Planning and Turnkey</b>		

Folder	Response Appendix	Format of File Names (File names cannot include any symbols ie. #, &, + etc.)
	Site Planning and Turnkey Requirements Appendix	When submitting a “ <i>Site Planning and Turnkey Requirements Appendix</i> ” for each type of equipment please name each file as follows; “ <i>Equipment Type – Site Planning and Turnkey Requirements Appendix</i> ”
		Any additional Turnkey information should be included in Folder 4
<b>Folder 5 – Preferred Terms</b>		
	Preferred Terms Appendix	“ <i>Preferred Terms Appendix</i> ”
<b>Folder 6 – Pricing Documents (Separate File)</b>		
	Pricing Appendix	When submitting a “ <i>Pricing Appendix</i> ” for each type of equipment please name each file as follows; “ <i>Equipment Type – Pricing Appendix</i> ”
	Additional Pricing Appendix	When submitting an “ <i>Additional Pricing Appendix</i> ” for each type of equipment please name each file as follows; “ <i>Equipment Type – Additional Pricing Appendix</i> ”
		Any additional pricing documents that the Vendor would like to include <b>in addition</b> to the “ <i>Pricing Appendix</i> ”, should be submitted in Folder 6. Any additional pricing documents should be clearly identified and include vendor name, equipment type, equipment name and model.

#### 2.2.4 Technical Issues

In preparing a Proposal, the Vendors should adhere to the following:

- a) all pages should be numbered;
- b) avoid using symbols in the file name such as &, #, etc.;
- c) file sizes should not exceed 1 MB. Information may be split up into separate files if necessary;
- d) avoid using scanned copies of files if possible as this increases the size of the file;
- e) the Appendices provided, as appropriate, are to be used for the Proposal.

#### 2.3 Receipt Confirmation Form

Vendors should complete and return by facsimile or email the form entitled Receipt Confirmation Form located on page 2. Specific instructions are provided on the Receipt Confirmation Form. Vendors confirming receipt of this RFP document by submitting the Receipt Confirmation Form will be notified of any updates and amendments to the RFP by way of email.

## **2.4 Withdrawal of Proposal**

A Vendor may withdraw its Proposal only by giving written notice received by the Bid Administrator before the Closing Time of this RFP. Following the Closing Time, no Proposals may be withdrawn.

## **2.5 Amendment of Proposal**

A Vendor may amend its Proposal after submission but only if the Proposal is amended and resubmitted before the Closing Time by notice to the Bid Administrator in writing and replaced with a revised Proposal, in accordance with the provisions of this RFP, before the Closing Time.

## **2.6 Proposal Irrevocability**

Subject to the Vendor's right to withdraw a Proposal in accordance with Section 2.4 Withdrawal of Proposal, Proposals shall be irrevocable by the Vendor for one hundred and eighty days (180) days from the Closing Time.

## **2.7 Opening Proposals**

The CCPC reserves the right to open Proposals privately or as it deems appropriate. Notwithstanding the foregoing, Proposals shall not be opened until after the Closing Time.

## **2.8 Requirements**

For the purposes of the requirements stated in this RFP

- a) "must" and "shall" indicate that the requirement is mandatory, subject to provisions of this RFP; and
- b) "should", "could" and "may" indicate that the requirement is discretionary.

Vendors should note that there are requirements of the Vendors that are outside the project and informational requirements set out in ARTICLE 4 MANDATORY REQUIREMENTS and ARTICLE 5 GENERAL REQUIREMENTS.

## **ARTICLE 3 RFP PROCEDURES**

### **3.1 Bid Administrator**

#### **3.1.1 Contact Information**

All questions and communications regarding this RFP should be directed to the Bid Administrator:

Name: [Click and Type Name of Bid Administrator]  
Title: [Click and Type Position]  
Address: [Click and Type Address]  
Phone #: [Click and Type Phone #]  
Facsimile #: [Click and Type Fax number]  
E-mail address: [Click and Type Email address]

### **3.1.2 Notice**

The Vendor is put on notice that from the date of issue of the RFP through any award notification of the Agreement:

- a) only the Bid Administrator is authorized by the CCPC to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- b) Vendors should not contact CAHO, any member of the CCPC, or any of the staff of the Hospitals (except for the Bid Administrator) in regards to this RFP, unless instructed to in writing by the Bid Administrator;
- c) under no circumstances shall the Vendor rely upon any information or instructions from the Hospital, their employees, or their agents unless the information or instructions are provided in writing by the Bid Administrator; and
- d) neither the Hospitals, their employees nor their agents shall be responsible for any information or instructions provided to the Vendor, with the exception of information or instructions provided in writing by the Bid Administrator.

## **3.2 Information**

### **3.2.1 Vendor to Review**

The Vendor must carefully review this RFP and ensure that the Vendor has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Vendor is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal. *[If the information is not complete, that must be stated expressly, so that the Vendors know to investigate.]*

### **3.2.2 Vendor to Notify**

If the Vendor has any reason to believe that any of the conditions listed in Section 3.2.1 Vendor to Review exist, the Vendor must notify the Bid Administrator in writing prior to submitting the Vendor's Proposal. The Bid Administrator shall notify all Vendors that have submitted a Proposal that such a notice has been received.

Vendors shall not:

- a) claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 3.2.1 Vendor to Review were present with respect to this RFP; or
- b) hold CAHO, any member of the CCPC, or the Hospitals liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

### **3.3 Clarification and Questions**

#### **3.3.1 Submission**

Vendors may request clarification of this RFP by:

- a) submitting all requests for clarification by fax, email, courier, delivery, or mail to the Bid Administrator or as otherwise directed by the Bid Administrator;
- b) including the Vendor's address, telephone number, facsimile number and email address; and
- c) if the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- d) submitting all requests for clarification no later than at least [Click and Type number of days] *[this should be at least 4 days plus sufficient time to post an answer to adhere to Section 3.3.3. (a)]* days prior to Closing Time.

#### **3.3.2 Questions and Answers**

The CCPC will provide Vendors with written responses to questions that are submitted in accordance with Section 3.3.1 Submission, subject to the provisions of this Section. All Addenda shall form part of this RFP. Questions and answers will be distributed in numbered Addenda to Vendors that have submitted a Receipt Confirmation Form. In answering the Vendor's questions, the CCPC shall include in the Addenda all questions but not attribute the questions to any Vendor. Notwithstanding the foregoing, the CCPC may in its sole discretion answer similar questions from various Vendors only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible.

#### **3.3.3 Issued Addenda**

Each Vendor shall be responsible for verifying before submitting its Proposal that it has received all Addenda that have been issued. All Addenda will be

- a) posted on the SJHS-GPO website [www.sjhcs-gpo.com](http://www.sjhcs-gpo.com) at least four (4) days prior to Closing Time, unless it is an Addendum extending the Closing Time; and
- b) emailed to all Vendors that have submitted a Receipt Confirmation Form.

Any amendments or supplements to this RFP made in any other manner will not be binding on the CCPC or the Hospitals.

### **3.4 Additional Rights**

The CCPC shall have the right without liability, cost, or penalty and in its sole discretion to exercise any of the rights set out in Section 3.4.1 Amendments to the RFP to Section 3.4.7 Right to ask for Resubmission.

### **3.4.1 Amendments to the RFP**

Subject to Section 3.3.3 Issued Addenda, the CCPC shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFP. The Vendor is responsible to ensure it has received all Addenda, if any. The Addenda shall be binding on each Vendor.

### **3.4.2 Right to Cancel the RFP**

The CCPC shall have the right to cancel this RFP, at any time, either prior to or after the Closing Time without award. Thereafter, the CCPC may issue a new tender, RFP, RFQ, sole source or do nothing. The CCPC shall not be obligated to provide reasons for the cancellation.

### **3.4.3 Clarification of Vendor's Proposal**

The CCPC shall have the right at any time after Proposal submission, to seek clarification from any Vendor in respect of the Vendor's Proposal, without contacting other Vendors. The CCPC is not obliged to seek clarification of any aspect of a Proposal.

Any clarifications sought shall not be an opportunity to either correct errors or to change the Vendor's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by the CCPC from a Vendor in response to a request for clarification from the CCPC shall be considered part of the Vendor's Proposal.

### **3.4.4 Verification of Information**

The CCPC shall have the right to:

- a) verify any Vendor statement or claim by whatever means the CCPC deems appropriate, including contacting persons in addition to those offered as references, and to reject any Vendor statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- b) access the Vendor'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.

The Vendor shall co-operate in the verification of information and is deemed to consent to the CCPC verifying such information.

### **3.4.5 Proposal Acceptance**

The lowest price Proposal or any Proposal will not necessarily be accepted. The CCPC shall not be obliged to provide reasons for the rejection of any Proposal. While price and financial considerations are an element in the evaluation process, there are other General Requirements in this RFP to consider in evaluating the Proposals.

### **3.4.6 Right to Waive Irregularities**

The CCPC shall have the right to waive any irregularities in Proposals or in the submission of Proposals, provided that such irregularities are minor and do not constitute a material deviation as set out in ARTICLE 4 MANDATORY REQUIREMENTS below.

### **3.4.7 Right to ask for Resubmission**

If the CCPC determines that either:

- a) all of the Proposals submitted are non-compliant; or
- b) none of the Proposals meet the needs of the Hospitals.

The CCPC may carry out a process whereby all Vendors are allowed the opportunity to correct their Proposal without a change in their pricing.

## **3.5 Vendor Fair *[Optional]***

### **3.5.1 General**

If required during the RFP process, a centralized vendor fair will be held with all participating Vendors after the Closing Time. If applicable, the proposed date(s) will be identified in ARTICLE 6 SELECTION MILESTONES. The event is intended to provide the Hospitals with an opportunity to gain additional clinical and technical information on the proposed equipment.

### **3.5.2 Participating Vendors**

All participating Vendors will be provided with an equal opportunity to present informative material, demonstrate equipment, and clarify any outstanding issues in order to assist in the evaluation process. Financial information included in RFP submissions is not to be discussed during this time. Vendor participation is optional.

### **3.5.3 Vendor Requirements**

Vendors should submit space, electrical, and any additional requirements for participation in the Vendor Fair to the Bid Administrator in accordance with the Receipt Confirmation Form.

### **3.5.4 Costs**

The cost of space for this event will be divided evenly among all participating Vendors and CAHO with each contributing their pro rata share. The Vendors shall not be reimbursed any costs. Any decisions regarding venue, format, requirements and other matters will be agreed to by the participating Vendors prior to the event, if reasonably possible or shall be resolved by the CCPC.

### **3.5.5 Non-participating CAHO Hospitals and Others**

Non-participating CAHO hospitals, CAHO affiliates, and other entities that are members of either HMMS, Plexxus, or SJHS-GPO, as set out in the List of Hospitals Appendix, may also attend in order to obtain information on the proposed equipment. Their attendance is permitted

to the extent that it does not have any negative impact to the RFP process or substantially increase the cost, as determined by the CCPC.

#### **ARTICLE 4 MANDATORY REQUIREMENTS**

*[Exercise caution when establishing a list of mandatory requirements because the CCPC will be required to eliminate the Proposal if the requirements are not met in accordance with this RFP. Consider if additional mandatory requirements are needed and add if necessary.]*

##### **4.1 General**

This Section contains the project or work requirements that must be complied with in order for the Proposal to receive consideration. If, in the determination of the CCPC, the Proposal does not comply with these Mandatory Requirements, the CCPC shall, without liability, cost, or penalty, eliminate the Proposal from the RFP process. For the purposes of this RFP, “comply” and “compliance” mean that the Proposal conforms to the Mandatory Requirements in this ARTICLE 4 MANDATORY REQUIREMENTS without material deviation. A material deviation is one:

- a) that results in the material component of a Mandatory Requirement not being complied with; or
- b) that affects in any substantial way the scope, quality, or performance of what is being requested pursuant to this RFP.

The Mandatory Requirements should be responded to in the Requirement Appendix.

##### **4.2 Agents/Subcontractors**

The Vendor shall indicate whether the Vendor intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Vendor shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital.

If the Vendor is not using agents or subcontractors on this RFP, the Vendor should respond by stating not applicable.

##### **4.3 Medical Devices and Medical Device Establishment Licences**

*[Optional: To be used only when purchasing medical devices]*

###### **4.3.1 Licences**

The Vendor shall:

- a) confirm that for all products or equipment being proposed for consideration pursuant to this RFP a valid Medical Device Licence Number currently exists under the *Food and Drugs Act (Canada)* and *Food and Drugs Act, Medical Devices Regulations* unless there is a valid exemption under the said Act; and

- b) confirm that a valid Medical Device Establishment Licence Number for the Vendor under the *Food and Drugs Act (Canada)* and *Food and Drugs Act, Medical Devices Regulations* exists unless there is a valid exemption under the said Regulations. With respect to the requirement set out in this subsection, if the Vendor 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.

#### **4.3.2 Exemptions**

If either the Equipment or the Vendor is exempted from having either of the said Licences, a statement to that effect shall be submitted with the Proposal.

See Section 10.5.3 Medical Devices in relation to this requirement.

#### **4.4 Electrical Certification**

*[Optional: To be used only when equipment with an electrical component]*

The Vendor must confirm that the electrical equipment proposed pursuant to this RFP has been authorized or approved for its intended use in accordance with the Ontario Electrical Safety Code by a Certification Organization, 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.

For more information see the Ontario Electrical Safety Code, Section 2-022  
[http://www.esasafe.com/GeneralPublic/epa\\_002.php?s=19](http://www.esasafe.com/GeneralPublic/epa_002.php?s=19)

See Section 10.5.2 Electrical Equipment in relation to this requirement.

#### **4.5 Consortium Information**

Where a consortium is bidding on this RFP, the Vendor shall:

- a) provide the name of the prime Vendor; and
- b) confirm that the prime Vendor shall assume full responsibility and liability for the work and actions of all consortium members with respect to this RFP.

If a consortium is not bidding on this RFP, the Vendor should respond by stating not applicable.

#### **4.6 Alerts**

The Vendor shall:

- a) identify all device-related or safety alerts, recalls, hazard notifications, or other safety/quality-related publications applicable to the equipment being proposed; and

- b) disclose any action or resolution taken to rectify the problems in the device-related or safety alerts, recalls, hazard notifications, or other safety/quality-related publications applicable to the equipment being proposed.

If there have been no device-related or safety alerts, recalls, hazard notifications, or other safety/quality-related publications applicable to the equipment being proposed, the Vendor should respond by stating not applicable. Upon request by the CCPC, the Vendor shall provide a copy of the said device-related or safety alerts, recalls, hazard notifications, or other safety/quality-related publications.

## **ARTICLE 5 GENERAL REQUIREMENTS**

*[Include all requirements that you would like Vendors to address in their Proposals. All General Requirements need to be evaluated. See ARTICLE 8 EVALUATION PROCESS. The following list is intended to be comprehensive, yet you may have to add some additional requirements. Choose those requirements that are relevant to your RFP.]*

This Section lists the General Requirements that should be addressed in the Proposal. The Vendor's failure to meet any of these required elements will not eliminate the Vendor's Proposal from further consideration. However, the Vendor's response will be scored and the Vendor's failure to meet any of these requirements will affect the Vendor's evaluation and final score.

### **5.1 Proposal Format**

The Vendor should

- a) completely address, on a point-by-point basis, each requirement identified in this ARTICLE 5 and the Proposal should be complete in all respects;
- b) adhere to the Proposal format requirements set out in Section 2.2 Format of this RFP; and
- c) respond to these General Requirements in the Requirements Appendix or as otherwise directed in this RFP.

### **5.2 Executive Summary**

The Vendor should submit an executive summary of the Vendor's response covering the main features, benefits, and any limitations or conditions, in non-technical terms. The executive summary should have no reference to price and should not exceed three (3) 8.5 by 11 inch pages.

### **5.3 Bid Submission Form Appendix**

Each Vendor should complete the Bid Submission Form Appendix.

### **5.4 Corporate Overview Appendix**

Each Vendor should complete the Corporate Overview Appendix.

## **5.5 Pricing**

### **5.5.1 General**

Prices should be quoted in Canadian dollars and should include any customs duties or tariffs, overhead, profit, insurance, and warranties. Prices shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the Proposal and in the Agreement. All prices should be quoted exclusive of the goods and services tax and federal or provincial taxes or other similar taxes, each of which, if applicable, should be stated separately. In the event of any discrepancies in the pricing, the lowest price submitted shall prevail.

### **5.5.2 Supply Term**

*[Choose one of the following two options.]*

It is anticipated that the Agreement shall be for [Click and Type number of years]

**OR**

Quoted costs for equipment and consumables if applicable should be based on two separate options: one five (5) year term; and one three (3) year term with two (2) one (1) year options.

### **5.5.3 Pricing Appendices**

All pricing should be quoted as outlined in the Pricing Appendix and the Additional Pricing Information Appendix. A separate Pricing Appendix should be completed for each type of proposed equipment. The Additional Pricing Information Appendix should be completed once for all proposed equipment unless a particular response would differ on a specific type of equipment.

### **5.5.4 Packaging**

All items included in the Proposal should be properly packed for shipment according to accepted standard commercial practice, without extra charge for packing material or containers. The containers will remain the property of the Hospitals unless otherwise stated in the Proposal. Vendor(s) will be expected to remove any unwanted packaging material at their own cost.

### **5.5.5 Delivery Duty Paid (“DDP”)**

Prices should be quoted DDP freight prepaid at the applicable Hospital site; duty, delivery, and fuel charges included, where applicable. Refer to <http://www.iccwbo.org/incoterms/id3040/index.html>.

### **5.5.6 Estimates**

The information contained in this RFP is an estimate and is supplied solely as a guideline for Vendors. The 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 Vendors from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Any quantities supplied are estimates only and should not be relied on by the Vendor. Any

estimates are intended to be used by the CCPC for the purpose of evaluating the Vendor's Proposal.

## **5.6 Pricing Appendix**

### **5.6.1 Unit Prices**

*[Ensure that there is an outline in the Pricing Appendix.]*

Each Vendor should provide separate unit prices for all items listed in all schedules in the Pricing Appendix. If there is more than one type of equipment proposed, separate Appendices should be included.

### **5.6.2 Discounts to Unit Prices**

The Vendor should specify the discount applicable to all items offered by the Vendors on the Vendors' List Price by setting out the List Price, the Academic Hospital Price, and the CAHO Group Price in all schedules of the Pricing Appendix. It is expected that CAHO Group Pricing will be most favourable based on the potential collective volumes available through this RFP.

### **5.6.3 Base Unit and Standard Features Schedule**

The Vendor should provide separately in the Pricing Appendix, Base Unit and Standard Features Schedule, 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. Vendors should detail any exceptions in the installation that would be the responsibility of the Hospitals. Any such exceptions should be set out as an attachment to the Pricing Appendix.

### **5.6.4 Accessories and Options Schedule**

The Vendor should provide separately in the Pricing Appendix, Accessories and Options Schedule, attaching separate pages if required, component name, part number, and pricing for any accessories and options.

### **5.6.5 Parts Schedule**

The Vendor should provide separately in the Pricing Appendix, Parts Schedule, attaching separate pages if required, description, part number, packaging, unit of purchase, and pricing for related parts.

### **5.6.6 Consumables Schedule**

The Vendor should provide separately in the Pricing Appendix, Consumables Schedule, attaching separate pages if required, description, part number, packaging, unit of purchase, and pricing for related consumables.

### **5.6.7 Post Warranty Service Schedule**

The Vendor should provide separately in the Pricing Appendix, Post Warranty Service Schedule, attaching separate pages if required, post warranty service costs and options.

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

#### **5.6.8 Financing Arrangements**

The Vendor should include, as an attachment to the Pricing Appendix, an outline of financing arrangements that the Vendor can provide the Hospitals, for example, term loans, leasing, or payment terms tied to hospital fundraising cash stream. The Vendor should provide full details of those arrangements, including sample language of agreements, terms and conditions, and interest rates.

#### **5.6.9 Financial Viability**

The Vendor should provide financial information, i.e., annual report, banking information, and/or guarantees necessary to adequately establish the Vendor's financial capability for the project to be undertaken or services or products requested pursuant to this RFP. This information should be submitted as an attachment to the Pricing Appendix.

#### **5.6.10 Value Added**

Value added components of the Vendor's Proposal should be set out by the Vendor. Value added components may:

- a) offer innovative or enhanced project/service provision solutions that are of benefit to the Hospitals;
- b) be direct financial or indirect financial (in kind or service) in nature; and
- c) include, but are not restricted to, signing bonuses, educational materials/programs, training, discounts, research support/incentives, and other donations.

The value added components should be specifically related to the equipment being proposed pursuant to this RFP. This information should be submitted as an attachment to the Pricing Appendix.

### **5.7 Additional Pricing Information Appendix**

#### **5.7.1 Supply Term Escalation Costs**

The Vendor should identify, in detail, any applicable escalation costs during the term of agreement in the Additional Pricing Information Appendix.

#### **5.7.2 Additional Packaging Costs**

Where materials are shipped in refillable containers, which may require a rental charge, the Vendor should show this rental charge separately and not include this cost in the unit cost of the equipment. This information should be set out in the Additional Pricing Information Appendix.

### **5.7.3 Consumables**

Although current annual consumable volumes for all the Hospitals have not been provided, Vendors 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 or proposed equipment as applicable:

- a) their 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 they are willing to cover.

This information should be set out in the Additional Pricing Information Appendix.

### **5.7.4 Customizations to Vendor's Standard Based Architecture**

It is intended that the proposed equipment will be based on the Vendor's standard based architecture. However, once Vendors have reviewed this RFP and the Specifications Appendix, any customizations or modifications that they anticipate will be required based on the provided requirements and pricing for the same should be set out. This information should be set out in the Additional Pricing Information Appendix.

### **5.7.5 Discounts**

#### **5.7.5.1 Aggregated Volume Discounts**

The Vendor should indicate in the Additional Pricing Information Appendix any additional volume discounts or rebates 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 signing of any resulting Agreement.

#### **5.7.5.2 Additional Identified Discounts**

The Vendor should also identify other available discount opportunities, including but not limited to the following:

- a) Early payment discount
- b) Electronic commerce
- c) Electronic Funds Transfer payments
- d) Related life cycle technology discounted enhancements
- e) Other discounts not referred to above

The Vendor should submit any such available discounts and insert them in the Additional Pricing Information Appendix.

### **5.7.6 Payment Terms**

*[Choose one of the following two options.]*

Standard payment terms are Net 30 days or Net 45 days as determined by the Hospital.

**[OR]**

The Vendor should include a payment schedule for the proposed equipment in the Additional Pricing Information Appendix.

#### **5.7.7 Cost Reduction Initiatives**

The Vendor should provide details regarding any cost reduction initiatives the Vendor feels could be implemented immediately upon award of the Agreement or during the first year. The Vendor should explain the recommended processes to be implemented including the benefits. This information should be included in the Additional Pricing Information Appendix.

#### **5.7.8 Software and Hardware Additional Costs**

The Vendor should provide separately in the Additional Pricing Information Appendix attaching separate pages if required:

- a) how new equipment and upgrades will be priced during the term of any agreement;
- b) pricing for software options developed after any purchases;
- c) whether all software releases for any equipment purchased through this RFP process by any Hospital will be supplied at no cost to the Hospitals for the life of the unit; and
- d) whether all upgrades required to run software releases as per (a) above will be made available at no cost to the Hospitals.

#### **5.7.9 Hospital Information Practices Cost**

The Vendor should indicate the way in which the cost of privacy compliance with respect to Hospitals' Information Practices is built into and included in the Proposal. For more information on Hospitals' Information Practices, see 5.27 Personal Health Information and the Information Practices Appendix.

### **5.8 Scope of Work**

The Vendor should demonstrate:

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

***[Complete this Section by describing what is expected. All of the needs must be described so that the Vendor has a clear understanding of the parameters of the project/services]***

## **5.9 Specifications Appendix**

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

## **5.10 Documentation**

The Vendor should submit at no cost to the CCPC or the Hospitals, the embedded literature links, as opposed to attaching documents, for all documentation (i.e. descriptive literature, design specifications, schematics, maintenance data and components list, etc.) pertaining to the [Click and Type Description of equipment, product, or service] that may be purchased pursuant to any Agreement awarded from this RFP.

## **5.11 Latex Free Equipment**

*[Optional: To be used depending on what type of equipment is being purchased.]*

The Hospitals would prefer to purchase products that are latex free or have a minimal amount of latex to minimize patient exposure to latex in order to reduce adverse reactions and to promote a latex safe environment. Accordingly, the Vendor should provide the following information with respect to the product or equipment that is being proposed pursuant to this RFP:

- a) Does the product or equipment contain any latex?
- b) Does the packaging of the product or equipment contain any latex?
- c) Does the product or equipment indicate, on the smallest unit packaging, if there is latex in the product or equipment or if it is latex free?

## **5.12 Products Containing Mercury**

The Hospitals would prefer to purchase products that are mercury free, except when sphygmomanometers containing mercury are required for specified specialized medical practice. Accordingly, the Vendor should state whether the product or equipment that is being proposed contains any mercury.

## **5.13 New Technology and Enhancements**

*[Optional: To be used only when purchasing a medical device.]*

### **5.13.1 General**

The Vendor should provide the following information as applicable:

- a) whether the Vendor has or is in the process of developing new technology or equipment that would have an impact on or that may replace the equipment sought pursuant to this RFP; and
- b) any other information that the Vendor might consider useful in the decision of what or how much to purchase pursuant to this RFP.

### **5.13.2 Enhancements**

The Vendor should address the following items:

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

### **5.14 Sourcing**

A list should be provided of all (if any) original equipment manufacturer (“OEM”) items not specifically manufactured by the Vendor but provided as part of the Vendor’s equipment systems included in this proposal in conjunction or in partnership with any other supplier. The Vendors should identify the nature and extent of the relationship(s).

### **5.15 Alerts**

The Vendor should disclose:

- a) the guaranteed response time to assess recalled devices that have been identified by the Hospitals;
- b) resources available to assess all recalled devices in order to ensure the devices meet current safety standards and regulations; and
- c) any discussions with regulatory agencies related to the device, which may impact on the future availability of the product, accessories, or service support of the device.

### **5.16 Service and Support Appendix**

The Vendor should address all questions in the Services and Support Appendix for each individual type of equipment submitted.

### **5.17 Guarantees**

All guarantees, warranties, and conditions with respect to the equipment should be fully indicated and outlined in detail in the Proposal.

## 5.18 Letters of Reference

The Vendor should provide a minimum of three (3) references showing contact names and phone numbers of existing major accounts with similar types of contracts in focus, size, and complexity as per the References Appendix. It is intended that these references will be contacted to obtain details regarding the Vendor's performance.

## 5.19 Environmental Issues

*[The following is to be used for the purchase of products and services.]*

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

- a) Information in regards to re-usability of any products supplied or used in the delivery of service.
- b) Steps taken by the Vendor to minimize the amount and weight of packaging used for any products supplied or used in the delivery of service.
- c) Information on the ability to recycle any packaging and products supplied or used in the delivery of service and other information on recycling. Products that are recyclable are paper, cardboard, glass bottles, metal cans, #1 plastic, (PETE – polyethylene terphthalate), #2 plastic (HDPE – high density polyethylene), hard #4 plastic (LDPE – low density polyethylene) and #5 plastic (polypropylene). *[The list of recyclable products will need to be confirmed at each of the Hospitals and this requirement edited accordingly.]*
- d) Information in regards to any opportunities for the Hospitals to return part or all of the products and packaging used in shipping any products or used during the delivery of service at no charge to the Hospitals.
- e) A list of the “subject pollutants” listed under the City of Toronto’s sewer-use bylaw (bylaw 457-2000) contained within the products that the Vendor will be selling to the Hospitals or using in delivering any services to the Hospitals. This list can be found in the City of Toronto Website [www.toronto.ca/legdocs/bylaws/index.htm](http://www.toronto.ca/legdocs/bylaws/index.htm) *[if the Hospital is outside of the GTA, it may be necessary to adjust this provision.]* Please include the quantity and type of hazardous materials contained in the products, if that information is not proprietary, and the Material Safety Data Sheets in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Occupational Health and Safety Act (Ontario)*, Workplace Hazardous Materials Information System (WHMIS) Regulation for products, where applicable.
- f) The overall environmental effect of any products and packaging supplied, or any service delivered including, but not limited to:
  - whether the product or service is certified under Canada’s Environmental Choice Program, Energy Star Program, or any other “eco-labelling” program;

- a list of materials which are used in any product or product packaging supplied or used during the delivery of service, including recycled content.
- g) Unit weights of any products or equipment and packaging material supplied or used in the delivery of service.
- h) Is the Vendor ISO14001 certified?

A summary of the environmental initiatives your company has undertaken limited to no more than one page.

## **5.20 Date Format Compliance**

Participating hospitals may require all dates displayed on screens or printed on reports to conform to the YYYY-MM-DD format in order to comply with the international standard designed to reduce medical errors. The Vendor should confirm date format on all proposed equipment if applicable is compliant with ISO 8601/CSA.

## **5.21 Conflict of Interest**

### **5.21.1 Declaration of Conflict Statement**

The Vendor should set out any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations that will be set out in any resulting Agreement. Specifically, Vendors are required to include in their submission a Declaration of Conflict of Interest Statement which identifies, to the best of the Vendor's knowledge, no person(s) employed by any participating Hospitals or that may be part of the medical staff in any capacity that:

- a) has direct or indirect financial interest in the award of an Agreement to any Vendor;
- b) is currently employed by, or is a Vendor to or under contract to a Vendor;
- c) is negotiating or has an arrangement concerning future employment or contracting with any Vendor; or
- d) has an ownership interest in, or is an officer or director of, any Vendor.

### **5.21.2 Statement of Full Disclosure**

Vendors are required to include in their submission a Statement of Full Disclosure for financial and other support provided to any participating Hospitals and any of its staff including medical staff, in the last year. This may include but is not limited to: equipment, seminars, other education, Vendor visits, and research support.

The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF PROPOSALS in this regard.

## **5.22 Alternative Proposals**

In addition to the basic Proposal, which each Vendor agreeing to reply to this RFP should submit in conformance to the requirements of the RFP, Vendors are free to offer any alternatives to the basic Proposal, which are, in the Vendor's view, superior or offer greater overall value to the Hospitals.

## **5.23 Delivery Time Frames**

The Vendor should set out all of the delivery times that it can provide. *[The delivery times that are necessary for the Hospitals should be set out here.]*

## **5.24 Proposed Work Plan and Timeframe [Optional]**

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

## **5.25 Electronic Enablement**

The Vendor should provide information as to:

- 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 Vendor currently uses with the equipment or products sought under this RFP.

## **5.26 Legal Actions**

The Vendor should disclose any pending or threatened legal action against the Vendor or any third party, which may have an impact on the availability of accessories or support of the product or equipment or services that is being proposed pursuant to this RFP.

## **5.27 Personal Health Information**

*[Optional: To be used as required in RFPs where it is likely that the service provider will be collecting, using, disclosing, or retaining personal health information (PHI) under PHIPA or other legislation.]*

The Hospitals' Information Practices and requirements are attached as the Information Practices Appendix. Each Vendor should address:

- a) The Hospitals' Information Practices: How the Hospitals' Information Practices are to be met.
- b) The Vendor's information practices:

- How the Vendor’s information practices comply with PHIPA;
  - How the Vendor proposes to protect Personal Health Information (as defined in the Personal Health Information and Protection Act) from theft, loss and unauthorized access, copying, modification, use, disclosure, and disposal;
  - The processes and practices the Vendor 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
  - Please provide samples of the materials the Vendor has made available to the public describing its information practices and any applicable privacy policies.
- c) How, in the event that there is a difference between the Vendor’s information practices and the Hospitals’ Information Practices, the Vendor will use commercially reasonable efforts to comply with the Hospitals’ Information Practices.

*[For projects that have specific privacy requirements such as information network providers, direct collection by the service provider of PHI, etc., consultation with the Privacy Officer of the relevant Hospital and revisions to this clause should take place prior to the RFP being issued.]*

## **5.28 WHMIS Training**

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

The Vendor should briefly describe the Workplace Hazardous Materials Information System training that its staff has received in accordance with the Occupational Health and Safety Act.

## **5.29 Personnel**

*[Optional- To be used when requesting personnel information such as that which typically can be found in resumes, etc.]*

The Vendor should submit information related to the qualifications and experience of persons who will be assigned to provide services. This may include, but is not limited to resumes, documentation of accreditation, and/or letters of reference. See Section 10.3.3 Personal Information before submitting any such personal information.

*[The requirements that are required to be met should be set out here.]*

## **5.30 Evaluation of Equipment**

The Vendor should describe proposed plans for facilitating in-house equipment trials/evaluations at the participating hospitals if applicable and indicate available equipment and resources that will be used to facilitate the process. The Vendor should also identify any limitations or circumstances that may delay the schedule as identified in ARTICLE 6 SELECTION MILESTONES.

*[Optional – to be used when in-house trials/evaluations are to be included in the process.]*

### **5.31 Extending Agreement to other Entities**

*[Optional – to be used for specific types of equipment as appropriate. This excludes diagnostic imaging equipment and other equipment categories where rapid technology changes occur.]*

The Vendor should indicate how any agreement that is finalized would be extended to other CAHO Hospitals and their affiliates, or the members of HMMS, Plexxus, and the SJHS-GPO for the duration of the agreement term. See the List of Hospitals Appendix for further information.

### **5.32 Site Planning and Turnkey Requirements Appendix**

*[Optional – to be used for equipment that requires installation.]*

The Vendor should address all questions in the Site Planning and Turnkey Requirements Appendix for each individual type of equipment submitted as applicable.

### **5.33 Hospitals Background Information and Additional Requirements Appendix**

Add commentary

### **5.34 Preferred Terms Appendix**

The preferred agreement terms that the CCPC would like to incorporate in any agreement pursuant to this RFP are set out in the Preferred Agreement Terms Appendix. The Vendor should indicate in the Preferred Terms Appendix any particular term to which it objects, the reason for its objection and the replacement language which it proposes.

## **ARTICLE 6 SELECTION MILESTONES**

*[These milestones represent a comprehensive list of the potential events that may be applicable to the RFP process. The order of the events should be in chronological order. Delete all events that are not applicable to this RFP. Add any additional dates that are part of the process. Do not duplicate dates in this RFP.]*

<b>Event</b>	<b>Date</b>
Pre-Issue Vendor Conference	
RFP issued to Vendors	
Receipt Confirmation Form to be submitted	
Vendors requirements for the Vendor Fair to be submitted	
Information session with Vendors <i>[optional]</i>	
Vendor questions to be received in writing as per Section 3.3.1 Submission of this RFP	See Section 3.3.1
Vendor presentations <i>[optional]</i>	
Vendors to conduct hospital site visits <i>[optional]</i>	
Reference clinical site visits <i>[optional]</i>	
Turnkey site visits <i>[optional]</i>	
Submission of Proposals/Closing Time	See Section 2.1.1
Proposed Vendor Fair <i>[optional]</i>	
Inform short-listed Vendors of their status	
In-house trials and evaluations <i>[optional]</i>	
Election to proceed and selection of Vendor(s)	
Any negotiations completed and agreements executed	
Anticipated agreement start date	
Notification to unsuccessful Vendor or Vendors	

The above dates are subject to change at the sole discretion of the CCPC. All times are shown as Eastern Time. In the event a change is made to these dates, the Vendors that have completed the Receipt Confirmation Form will be informed by addenda and all date changes will be posted on [www.sjhcs-gpo.com](http://www.sjhcs-gpo.com).

## **ARTICLE 7 DISQUALIFICATION OF PROPOSALS**

The CCPC, without liability, cost or penalty, and in its sole discretion, may disqualify any Proposal at any stage of the RFP process if:

- a) the Proposal contains incorrect information;
- b) the Vendor misrepresents any information provided in its Proposal;
- c) there is any evidence that the Vendor, its employees, or agents colluded with one or more other Vendors or any of its or their respective employees or agents in the preparation of the Proposal;
- d) the Vendor's lack of co-operation impedes the RFP process or the evaluation of any Proposal or Proposals submitted pursuant to this RFP;
- e) the Vendor has previously breached a contract with a Hospital;
- f) the Vendor has been charged or convicted of an offence in respect of a contract with one of the Hospitals;
- g) the Vendor submits a Proposal that is determined to be non-compliant with the requirements of this RFP;

- h) in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the RFP process, cannot continue to be a Vendor, or cannot fulfill the obligations set out in this RFP;
- i) the Vendor reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the Bid Administrator;
- j) the Vendor submits a Proposal with respect to the subject matter of this RFP to anyone outside of the Bid Administrator;
- k) the Vendor contacts any member of the evaluation team, other than the Bid Administrator or hospital staff or any of the Hospitals either directly or indirectly in order to obtain information in regards to this RFP; or
- l) the Vendor extends either verbally or in writing to any member of the evaluation teams or staff of any of the participating hospitals directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of the CCPC, is intended to alter the outcome of the RFP.

## **ARTICLE 8 EVALUATION PROCESS**

### **8.1 General**

The objective of the evaluation process is to identify the Proposal(s) that most effectively meets the requirements of this RFP leading to the determination of the Proposal that provides the best overall value to the participating Hospitals.

The steps in the RFP evaluation process are as follows:

- 1) Review of Mandatory Requirements
- 2) Evaluation of General Requirements
- 3) Further evaluations of short-listed Vendors, e.g., presentations, site visits, or *[optional – all additional methods of evaluation to be set out here]*, all as set out in the RFP.

At any time during the RFP evaluation process, the CCPC may exercise any of the applicable rights set out in this RFP.

### **8.2 Step 1 - Review of Mandatory Requirements**

Provided that the Proposal has not been disqualified for the reasons set out in ARTICLE 7 DISQUALIFICATION OF PROPOSALS, the Vendor's Proposal shall be reviewed for compliance in accordance with the terms of ARTICLE 4 MANDATORY REQUIREMENTS and this RFP. Proposals that fail to comply with the terms of ARTICLE 4 MANDATORY REQUIREMENTS and this RFP shall be eliminated from the process.

### 8.3 Step 2 - Review of General Requirements

#### 8.3.1 Process

The General Requirements will be reviewed, the Proposals will be evaluated, and a ranking will be assigned based on the weighting set out below. The evaluation and assessment of Proposals at this stage will be based on the factors set out in ARTICLE 5 GENERAL REQUIREMENTS. No significance should be interpreted from the order of the General Requirements. *[Optional – Upon request, the Vendor shall supply a sample unit of the product or equipment that is being proposed pursuant to this RFP.]*

#### 8.3.2 Weighting

*[All of the requirements set out in ARTICLE 5 GENERAL REQUIREMENTS require weighting. For internal the CCPC purposes, the Bid Administrator should ensure that the weighting of a particular General Requirement is assigned both a weighting and a category of weighting prior to the RFP being released. The following weighting table will change from RFP to RFP as applicable and requires completion.]*

<b>Evaluation Criteria</b>	<b>Weighting</b>
Corporate Overview and References	[Click and Type Weighting]
Service/Support, Training, Warranty	[Click and Type Weighting]
Technology Obsolescence/Upgradeability	[Click and Type Weighting]
Pricing and Financial	[Click and Type Weighting]
Specifications and Hospital Specific Requirements	[Click and Type Weighting]
Balance of the General Requirements not already referred to in this table	[Click and Type Weighting]

### 8.4 Step 3 - Further Evaluations of Short-Listed Vendors

*[Optional]*

*[Any additional evaluation procedures, beyond Step 2, need to be set out here. This is optional and no further evaluation is necessary unless it is set out in the RFP. The following is suggested optional wording and these events should be reflected in the ARTICLE 6 SELECTION MILESTONES.]*

Those Vendors that are short-listed may be requested to make a formal presentation regarding their Proposal, provide an equipment demonstration, or allow a site visit to the Hospitals or the CCPC representatives. *[Optional: The costs of a presentation, a product demonstration, or site visit if it is part of the evaluation process shall be the Vendor's responsibility.]*

The CCPC may require short-listed Vendors to answer questions about their Proposal during any presentation, demonstration, or visit. The CCPC may, but is not obligated to, prior to the presentation, provide the Vendors with questions to be addressed during further evaluation. The CCPC will not, however, provide critiques of any submission or discuss the merits of one submission in comparison to others.

The final selection or selections, if any, of the successful Vendor(s) will be based on the presentation or visit and the evaluation of the Proposal.

## **ARTICLE 9 PREFERRED TERMS AND AWARD**

### **9.1 Form of Agreement**

Subject to Section 9.3 Negotiations with Vendors, some of the terms in the Agreement that the Vendor shall be required to sign are attached as the Preferred Terms Appendix. Any resulting Agreement shall incorporate the terms and conditions of the RFP and the successful Vendor's Proposal except to the extent the terms and conditions of this RFP and the successful Vendor's Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

### **9.2 Notice**

The CCPC shall notify the successful Vendor that it has been selected to enter into discussions to finalize the Agreement(s).

### **9.3 Negotiations with Vendors**

After the selection of the successful Vendor(s), if any, the CCPC may finalize the terms and conditions of the Agreement with the Vendor(s) and,

- a) prior to making the award, the Hospital shall have the option of entering into a Letter of Intent, on terms satisfactory to the Hospital, as an interim measure;
- b) may, in its sole discretion, negotiate changes, amendments, or modifications to the Vendor's Proposal or to the Preferred Terms;
- c) based on the different Hospital requirements and the various Vendor Proposals received, negotiations with multiple Vendors may be undertaken in accordance with this Section 9.3 Negotiations with Vendors:
- d) the entering into negotiations with a Vendor does not give rise to any obligation on the part of the CCPC to enter into negotiations with any other Vendor or Vendors; and
- e) the commencement or continuation of negotiations does not create any contractual obligation between the CCPC and any Vendor who may attend or participate in such negotiations.

### **9.4 Award**

The CCPC reserves the right to award all or any part of the work set out in this RFP to one Vendor or a combination of Vendors or to accept all or part of a Proposal, that provides the best overall value to the Hospitals, in accordance with the terms, conditions, and Mandatory and General Requirements in this RFP.

The CCPC reserves the right to reject any or all Proposals. The CCPC shall not be obligated to provide reasons for the rejection of any Proposal. In addition, the CCPC is not obligated to award an Agreement to any Vendor, even if one or any of the Vendors are evaluated as qualified. Without limiting the generality of the above, the CCPC will not be obligated to award an Agreement if:

- a) in the sole discretion of the CCPC, the CCPC determines that it would be in the Hospitals' best interest not to award an Agreement;
- b) only one Vendor bids;
- c) the Proposal prices exceed bid prices received by the CCPC for previously done work or equipment acquired of a similar nature;
- d) the Proposal prices exceed the costs the Hospitals would incur by doing the work, or most of the work, with its own resources;
- e) the Proposal prices exceed the funds available for the work or equipment;
- f) the Proposal has been disqualified pursuant to ARTICLE 7 DISQUALIFICATION OF PROPOSALS of this RFP;
- g) the successful Vendor fails to enter into an Agreement in accordance with ARTICLE 9 PREFERRED TERMS AND AWARD;
- h) the Vendor fails to obtain any of the permits, licences, consults, or authorizations required pursuant to this RFP; or
- i) the funding for the acquisition of the proposed equipment has been revoked, modified, or has not been approved.

## **9.5 Agreement not Reached**

In the event that the successful Vendor fails or refuses to enter into or execute the Agreement within fourteen (14) calendar days of notification to the Vendor, the CCPC reserves the right to:

- a) extend the period for signing the Agreement;
- b) exclude the Vendor's Proposal from further consideration and to negotiate a final agreement with another Vendor without becoming obligated to offer to negotiate with all Vendors; and
- c) exercise any other applicable right set out in this RFP, including but not limited to cancelling this RFP or issuing a new RFP for the same or similar work or equipment.

## **ARTICLE 10 ADDITIONAL TERMS AND CONDITIONS**

### **10.1 Acceptance of RFP**

By submitting a Proposal in response to this RFP, the Vendor 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.

## **10.2 No Publicity or Promotion**

Vendors shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP, without the prior written approval from the CCPC or the Hospitals as appropriate. The Vendor agrees to be bound by this provision regardless if its Proposal is accepted or rejected.

## **10.3 Confidentiality**

### **10.3.1 Confidential Information**

All correspondence, documentation, and information of any kind, provided to any Vendor, in connection with or arising out of this RFP or the acceptance of any Proposal:

- a) remains the property of the CCPC or the Hospital and shall be removed from the Hospital's premises only with the prior written consent of the Hospital;
- b) must be treated as confidential and shall not be disclosed except with the prior written consent of the Hospital;
- c) must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and
- d) must be returned upon request.

### **10.3.2 Vendor'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 Vendor's submission to this RFP.

If a portion of a Vendor's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

### **10.3.3 Personal Information**

#### **10.3.3.1 Submission of Information**

The Vendor should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation will be returned to the Vendor and will not be used in the evaluation process or otherwise. Should the CCPC subsequently request such information from the successful Vendor during the negotiations of any Agreement that may be awarded from this RFP, the CCPC will treat this information in accordance with the provisions of this Section 10.3.3 Personal Information and SJHS-GPO Information Management Practices, available upon request.

#### **10.3.3.2 Use**

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Vendor by the CCPC shall only be

used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.

### **10.3.3.3 Consent**

It is the responsibility of each Vendor to obtain the consent of such individuals prior to providing the information to the CCPC. The CCPC will consider that the appropriate consents have been obtained for the disclosure to and use by the CCPC and/or the Hospitals of the requested information for the purposes described.

### **10.3.4 Non-Disclosure Agreement**

The CCPC reserves the right to require any Vendor to enter into a non-disclosure agreement satisfactory to the CCPC.

## **10.4 Costs**

This RFP does not obligate CAHO, the CCPC, or the Hospitals to pay for any costs, of any kind whatsoever, that may be incurred by a Vendor or any third parties, in connection with the Proposal. All Proposals and supporting documentation shall become the property of the CCPC or the Hospitals, subject to claims of confidentiality in respect of the Proposal and supporting documentation.

## **10.5 Permits, Licences and Approvals**

### **10.5.1 General**

Vendors shall obtain all permits, licences, and approvals required in connection with the supply of the [Click and Type equipment, products, or service] pursuant to this RFP. The costs of obtaining permits, licences and approvals shall be the responsibility of and shall be paid for by the Vendor.

### **10.5.2 Electrical Equipment**

Without in any way limiting the provisions of Section 10.5.1 General, or Section 4.4 Electrical Certification any electrical product or equipment being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Ontario Electrical Safety Code by a Certification Organization, accredited with the *Standards Council of Canada Act* (Canada), and shall bear the Certification Organization's mark which identifies 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 Hospitals' facilities. Prior to entering into any Agreement, the Vendor shall have provided satisfactory evidence as applicable.

### **10.5.3 Medical Devices**

Without in any way limiting the provisions of Section 10.5.1 General or Section 4.3 Medical Devices and Medical Device Establishment Licences, all Equipment that is defined as a Device under the *Food and Drugs Act* and as a Medical Device under the *Food and Drugs Act, Medical Devices Regulations* and is being proposed for consideration pursuant to this RFP must be licensed with Health Canada, Therapeutic Products Directorate, Medical Devices Bureau, unless

it is exempted under the *Food and Drugs Act, Medical Devices Regulations*. The Vendor shall have a Medical Device Establishment Licence under the *Food and Drugs Act, Medical Devices Regulations* unless it is exempted under the *Food and Drugs Act, Medical Devices Regulations*. Prior to entering into any Agreement, the Vendor shall have provided satisfactory evidence as applicable:

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

## **10.6 Intellectual Property**

The Vendor should not use any intellectual property of the CCPC or the Hospitals, including but not limited to all logos, registered trademarks or trade names of the CCPC or the Hospitals, at any time without the prior written approval of the CCPC or the Hospitals as appropriate.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of the CCPC and/or the Hospitals.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals or professional conferences must be made to the CCPC and prior approval must be obtained in writing from the CCPC or the Hospitals as appropriate.

## **10.7 Completeness of the Proposal**

By submission of a Proposal, the Vendor confirms that all components required to run the proposed system or manage the proposed equipment have been identified in the Proposal or will be provided to the Hospitals at no additional charge.

## **10.8 Vendor's Proposals**

All accepted Proposals shall become the property of the CCPC or the Hospitals and will not be returned.

## **10.9 Future Requirements/Scope (*Optional*)**

The CCPC anticipates potential increased participation in any agreement(s) executed as a result of this RFP. In the event that additional CAHO or any of their affiliated hospitals, or the Plexxus, HMMS or SJHS-GPO hospitals are added to any agreement that results from this RFP, no subsequent RFP will be issued. See the List of Hospitals Appendix for further information.

### **10.10 Conflict of Interest**

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Proposal. The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF PROPOSALS in that regard.

### **10.11 Assignment**

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

### **10.12 Governing Law**

The RFP, the Vendor's Proposal, and the resulting Agreement shall be governed by the laws of Ontario and Canada.

### **10.13 No Liability**

CAHO, the CCPC and the Hospitals shall not be liable to any Vendor, person or entity for any losses, expenses, costs, claims, or damages of any kind

- a) arising out of or by reason of or attributable to the Vendor responding to this RFP;  
or
- b) as a result of the use of any information, error or omission contained in this RFP document, provided during the RFP process or during the term of the Agreement;  
or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFP.

### **10.14 Entire RFP**

This RFP, any Addenda to it, and the Appendices listed below constitute the entire RFP.

- List of Hospitals Appendix
- Projected Equipment and Volume Requirements Appendix
- Requirements Appendix
- Bid Submission Form Appendix
- Corporate Overview Appendix
- Pricing Appendix
- Additional Pricing Information Appendix
- Specifications Appendix
- Services and Support Appendix
- References Appendix
- Information Practices Appendix

- Site Planning and Turnkey Requirements Appendix
- Preferred Terms Appendix
- Hospitals' Project Background and Additional Requirements Appendix

*[Remember to add any additional appendices that are referenced in this RFP.]*

#### **10.15 Priority of Documents**

If there are any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

**List of Hospitals Appendix  
of RFP [Click and Type RFP#]**

Hospital	Location	Membership			
		CAHO	HMMMS	Plexxus	SJHS-GPO
Alexandra & Marine Hospital	Goderich ON				✓
Alexandra Hospital	Ingersol ON		✓		
Baycrest Centre for Geriatric Care	Toronto ON	✓			
Bluewater Health			✓		✓
Charlotte Eleanor Englehart Hospital (CEE Site)	Petrolia ON				
Sarnia General Hospital (Norman Site)	Sarnia ON				
St. Joseph's Health Centre (Norman Site)	Sarnia ON				
Blind River District Health Centre	Blind River ON				✓
Bloorview Kids Rehab		✓		✓	
Brant Community Healthcare System					✓
The Brantford General Hospital	Brantford ON				
The Willett Site	Paris ON				
Brockville General Hospital	Brockville ON				✓
St. Vincent de Paul Hospital	Brockville ON				
Cambridge Memorial Hospital	Cambridge ON				✓
Campbellford Memorial Hospital	Campbellford ON				✓
Centre for Addiction & Mental Health	Toronto ON	✓			
Chapleau General Hospital	Chapleau ON				✓
Chatham-Kent Health Alliance	Chatham ON				✓
Children's Hospital of Eastern Ontario	Ottawa ON	✓			
Collingwood General & Marine Hospital	Collingwood ON		✓		✓
Cornwall Community Hospital	Cornwall ON				✓
Dryden Regional Health Centre	Dryden ON				✓
Englehart & District Hospital	Englehart ON				✓
Espanola General Hospital	Espanola ON				✓
Four Countries Health Services, Newbury			✓		
Palmerston & District Hospital	Palmerston ON				
Lousie Marshall Hospital	Mt. Forest				
Countryside Midwives					
Thames Valley Children's Centre					
Grey Bruce Health Services					✓
Grey Bruce Lion's Head Hospital	Lion's Head ON				
Grey Bruce Markdale Hospital	Markdale ON				
Grey Bruce Meaford Hospital	Meaford ON				
Grey Bruce Owen Sound	Owen Sound ON				
Grey Bruce Southampton Hospital	Southampton ON				
Grey Bruce Tobermory Clinic	Tobermory ON				
Grey Bruce Wiarton Hospital	Wiarton ON				
Groves Memorial Community Hospital	Fergus ON				✓
Guelph General Hospital	Guelph ON				✓

Hospital	Location	Membership			
		CAHO	HMMMS	Plexxus	SJHS-GPO
Hamilton Health Sciences		✓			✓
Chedoke Hospital	Hamilton ON				
McMaster University Medical Centre	Hamilton ON				
McMaster Children's Hospital (within MUMC)	Hamilton ON				
Hamilton General Hospital	Hamilton ON				
Henderson General Hospital	Hamilton ON				
Haliburton Highlands Health Services	Haliburton ON				✓
Headwaters Health Care Centre	Orangeville ON				✓
Hospice Caledon	Bolton ON				✓
Hospital for Sick Children	Toronto ON	✓			
Hotel Dieu Grace (Hotel Dieu Site)	Windsor ON				✓
Hotel Dieu Hospital- Kingston	Kingston ON	✓			
Hotel Dieu Shaver Health & Rehabilitation Centre	St. Catharines ON				✓
Hotel Dieu Shaver Health & Rehabilitation Centre	St. Catharines ON				✓
Humber River Regional Hospital	Toronto ON				✓
Huron Perth Healthcare Alliance					✓
Clinton Public Hospital	Clinton ON				
Seaforth Community Hospital	Seaforth ON				
St. Mary's Memorial Hospital	St. Mary's ON				
Stratford General Hospital	Stratford ON				
Joseph Brant Memorial Hospital	Burlington ON				✓
Kingston General Hospital	Kingston ON	✓			
Kirkland & District Hospital	Kirkland Lake ON				✓
Lake of the Woods District Hospital	Kenora ON				✓
Lakeridge Health Corporation				✓	✓
Lakeridge Health Oshawa	Oshawa ON				
Lakeridge Health Bowmanville	Bowmanville ON				
Lakeridge Health Port Perry	Port Perry ON				
Lakeridge Health Uxbridge	Uxbridge ON				
Lakeridge Health Whitby	Whitby ON				
Leamington District Memorial Hospital	Leamington ON				✓
Lennox & Addington Country General Hospital	Napanee ON				
Listowel Memorial Hospital	Listowel ON				✓
London Health Science Centre	London ON		✓		
London Regional Cancer Centre	London ON		✓		
Manitoulin Health Centre	Little Current ON				✓
Mattawa General Hospital	Mattawa ON				✓
MICs Group of Health Sciences					✓
Lady Minto Hospital	Cochrane ON				
Anson General Hospital	Iroquois Falls ON				
Bingham Memorial Hospital	Matheson ON				
Montfort Hospital	Ottawa ON	✓			✓
Mount Sinai Hospital	Toronto ON	✓		✓	

Hospital	Location	Membership			
		CAHO	HMMMS	Plexxus	SJHS-GPO
Muskoka Algonquin Healthcare					✓
Huntsville District Memorial Site	Huntsville ON				✓
South Muskoka Memorial Site	Bracebridge ON				✓
Niagara Health System					✓
Douglas Memorial Hospital	Fort Erie ON				
Greater Niagara General Hospital	Niagara Falls ON				
Niagara-On-The-Lake Hospital	Niagara-on-the-lake ON				
Port Colborne General Hospital	Port Colborne ON				
St. Catharines General Hospital	St. Catharines ON				
Welland County General Hospital	Welland, ON				
Ontario Street Site	St. Catharines ON				
Norfolk General Hospital	Simcoe ON				✓
North Bay General Hospital	North Bay ON				✓
Northern Health Authority (consists of 25 facilities)	Prince George BC				✓
North Simcoe Hospital Alliance	Penetanguishene ON				✓
Northumberland Hills Hospital	Cobourg ON				✓
North York General Hospital	Toronto ON	✓		✓	
Orillia Soldier's Memorial Hospital	Orillia ON				✓
Pembroke Regional Hospital	Pembroke ON				✓
Perth and Smith Falls District Hospital	Smiths Falls ON				✓
Peterborough Regional Health Ctr	Peterborough ON				✓
Providence Health Care	Scarborough ON				✓
Providence Care		✓			✓
St. Mary's of the Lake Hospital	Kingston ON				
Mental Health Services	Kingston ON				
Providence Manor	Kingston ON				
Quinte Health Care					✓
Belleville General Hospital	Belleville ON				
North Hastings District Hospital	Bancroft ON				
Trenton Memorial Hospital	Trenton ON				
Prince Edward County Memorial	Picton ON				
Renfrew Victoria Hospital	Renfrew ON				✓
Ross Memorial Hospital	Lindsay ON				✓
Rouge Valley Health System				✓	✓
Ajax-Pickering General Hospital	Ajax ON				
Centenary Health Centre	Scarborough ON				
Royal Ottawa Health Care Group	Ottawa ON	✓			
Royal Victoria Hospital	Barrie ON				✓
Runnymede Healthcare Centre	Toronto ON				✓
Sault Area Hospital	Sault Ste. Marie ON				✓
SCO Health Service	Ottawa ON	✓			
Sensenbrenner Hospital	Kapuskasing ON				✓
Shared Services West	Brampton ON				✓

Hospital	Location	Membership			
		CAHO	HMMMS	Plexxus	SJHS-GPO
Credit Valley Hospital	Mississauga ON				
Halton Healthcare Services- Oakville Site	Oakville ON				
Halton Healthcare Services- Milton Site	Milton ON				
Halton Healthcare Services- Georgetown Site	Garden River ON				
Trillium Health Centre- Mississauga Site	Mississauga ON				
Trillium Health Centre- Queenway Site	Etobicoke ON				
William Osler Health Centre- Brampton Civic	Brampton ON				
William Osler Health Centre- Peel Memorial					
William Osler Health Centre- Etobicoke General	Etobicoke ON				
Sioux Lookout Meno Ya-Win Health Centre	Sioux Lookout ON				✓
Sisters of St. Joseph's Infirmary			✓		
South Bruce Grey Health Centre					✓
Walkerton Site	Walkerton ON				
Chesley Site	Chesley ON				
Durham Site	Durham ON				
Kincardine Site	Kincardine ON				
Smooth Rock Falls Hospital	Smooth Rock Falls ON				✓
South Huron Hospital	Exeter ON				✓
Southlake Regional Health Centre	Newmarket ON				✓
St. Joseph's Health System					✓
St. Joseph's Health Centre Guelph	Guelph ON				
St. Mary's General Hospital	Kitchener ON				
St. Joseph's Villa Dundas	Dundas ON				
St. Joseph's Healthcare , Hamilton	Hamilton ON	✓			
St. Joseph's Lifecare Centre	Brantford ON				
St. Joseph's Healthcare	London ON	✓	✓		
St. Joseph's Health Centre	Toronto ON			✓	✓
St. Michael's Hospital	Toronto ON	✓			✓
St. Peter's Hospital	Hamilton ON				✓
St. Thomas Elgin General Hospital	St. Thomas ON		✓		✓
Stevenson Memorial Hospital	Alliston ON				✓
Strathroy Middlesex Hospital Alliance	Strathroy ON		✓		✓
Sudbury Regional Hospital		✓			✓
Sudbury Memorial	Sudbury ON				
Sudbury Laurentian	Sudbury ON				
St. Joseph's Health Centre	Sudbury ON				
Sunnybrook Health Sciences Centre	Toronto ON	✓		✓	
Temiskaming Hospital	New Liskeard ON				✓
Thames Emergency Medical Services			✓		
Thames Valley Midwives			✓		
The New Women's College Hospital	Toronto ON	✓		✓	
The Scarborough Hospital	Scarborough ON			✓	
The Ottawa Hospital	Ottawa	✓			

Hospital	Location	Membership			
		CAHO	HMMMS	Plexxus	SJHS-GPO
The Salvation Army Toronto Grace Health Centre	Toronto ON				✓
Thunder Bay Regional Health Sciences Centre	Thunder Bay ON	✓			
Tillsonburg District Memorial Hospital	Tillsonburg ON				✓
Toronto East General Hospital				✓	
Toronto Rehabilitation Institute	Toronto ON	✓		✓	
University Health Network		✓		✓	
West Ottawa Valley Network (WOVN)					✓
Arnprior & District Memorial Hospital	Arnprior ON				
Carleton Place & District Memorial Hospital	Carleton Place ON				
Kemptville District Hospital	Kemptville ON				
Queensway Carleton Hospital	Nepean ON				
West Lincoln Memorial Hospital	Grimsby ON				✓
West Parry Sound Health Centre	Parry Sound ON				✓
Windsor Regional Hospital	Windsor ON				✓
Wingham & District Hospital	Wingham ON		✓		✓
Woodstock General Hospital	Woodstock ON		✓		
York Central Hospital	Richmond Hill ON				✓

**Projected Equipment and Volume Requirements Appendix  
of RFP [Click and Type RFP#]**

**Requirements Appendix  
of RFP [Click and Type RFP#]**

**[If you have added or deleted any of the Mandatory or General Requirements in ARTICLE 4 and ARTICLE 5 of the RFP, add or delete the corresponding row to the table below.]**

The Vendor should use this chart to respond to the Mandatory and General Requirements (ARTICLE 4 and ARTICLE 5 of the RFP) in this Requirements Appendix 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. All Vendors should refer to and review the applicable sections in the RFP before responding.

**Vendor Name** \_\_\_\_\_

**Note: For all of the following appendices with fill-in tables, as you type the allocated space will expand to provide sufficient space for your response. Hit enter on your keyboard to enlarge the response box.**

<b>RFP Section Ref #</b>	<b>Requirement Item</b>	<b>Vendor Response</b>
<b>ARTICLE 4</b>	<b>MANDATORY REQUIREMENTS</b>	
4.3.1 a)	Medical Device Licence number	
4.3.1 b)	Medical Device Licence Establishment number	
4.3.2	Exemptions	
4.4	Electrical Certification	
4.5 a)	Name of prime Vendor	
4.5 b)	Confirmation of responsibility and liability	
4.6 a)	Identification of alerts	
4.6 b)	Disclosure of action	
<b>ARTICLE 5</b>	<b>GENERAL REQUIREMENTS</b>	
5.2	Executive Summary	DO NOT RESPOND HERE. Respond as an attachment.
5.3	Bid Submission Form Appendix	DO NOT RESPOND HERE. Respond in the Bid Submission Form Appendix
5.4	Corporate Overview Appendix	DO NOT RESPOND HERE. Respond in the Corporate Overview Appendix
5.6	Pricing Appendix	DO NOT RESPOND HERE. Respond in the Pricing Appendix
5.7	Additional Pricing Information Appendix	DO NOT RESPOND HERE. Respond in the Additional Pricing Information Appendix
5.8 a)	Scope of Work	
5.8 b)	Maintenance of Supply	
5.9	Specifications	DO NOT RESPOND HERE. Respond in the Specifications Appendix
5.10	Documentation	
5.11 a)	Latex in the Equipment	

<b>RFP Section Ref #</b>	<b>Requirement Item</b>	<b>Vendor Response</b>
5.11 b)	Latex in the packaging	
5.11 c)	Latex identified in the smallest unit packaging	
5.12	Products Containing Mercury	
5.13.1 a)	New technology	
5.13.1 b)	Additional Information	
5.13.2 a)	Enhancements	
5.13.2 b)	Software and Hardware updates and upgrades	
5.14	Sourcing	
5.15 a)	Alert response time	
5.15 b)	Alert resources	
5.15 c)	Alert impact	
5.16	Service and Support Appendix	DO NOT RESPOND HERE. Respond in the in the Service and Support Appendix
5.17	Guarantees	
5.18	Letters of Reference	DO NOT RESPOND HERE. Respond in the References Appendix
5.19	Environmental Issues	
5.20	Date Format Compliance	
5.21.1	Declaration of Conflict Statement	DO NOT RESPOND HERE. Respond in an attachment.
5.21.2	Statement of Full Disclosure	DO NOT RESPOND HERE. Respond in an attachment.
5.22	Alternative Proposals	DO NOT RESPOND HERE. Respond in a separate Proposal.
5.23	Delivery Time Frames	
5.24	Proposed Work Plan and Timeframe	
5.25 a)	Electronic Enablement – Current Capabilities	
5.25 b)	Electronic Enablement – Bar Coding	
5.26	Legal Actions	
5.27 a)	Meeting the Hospitals’ Information Practices	
5.27 b)	Vendor’s Information Practices	
5.27 c)	Efforts to comply with Hospitals’ Information Practices	
5.28	WHMIS Training	
5.29	Personnel	
5.30	Evaluation of Equipment	
5.31	Extending Agreement to other Entities	

<b>RFP Section Ref #</b>	<b>Requirement Item</b>	<b>Vendor Response</b>
5.32	Site Planning and Turnkey Requirements Appendix	DO NOT RESPOND HERE. Respond in the Site Planning and Turnkey Requirements Appendix.
5.33	Hospitals Background Information and Additional Requirements Appendix	DO NOT RESPOND HERE. Respond in the Hospitals Background Information and Additional Requirements Appendix.
5.34	Preferred Terms Appendix	

**Bid Submission Form Appendix  
of RFP [Click and Type RFP#]**

**Instructions to Vendor**

**Submission:** This form when completed will form part of your Proposal and should be completed as specified and as applicable, signed below and returned with your Proposal.

**To:** [Click and Type Name of Bid Administrator]

**Vendor Information:**

Legal name	_____
Type of Legal Entity	_____
Mailing Address	_____
Name of Vendor Authorized Signing Officer	_____
Name of Vendor Representative <sup>1</sup>	_____
Vendor Representative Position	_____
Telephone number	_____
Facsimile number	_____
Email address	_____
Date	_____

**Confirmation:**

Without in any way modifying the provisions of the above-noted RFP, we confirm as follows:

**RFP:** We have read and understand the RFP.

**Accuracy of Information:** To the best of my/our knowledge, the information contained in the Proposal is accurate and true and will continue to be accurate and true for the duration of any agreement entered into pursuant to this RFP.

\_\_\_\_\_  
Signature A.S.O.

\_\_\_\_\_  
Print name & title of person signing

\_\_\_\_\_  
Date

<sup>1</sup> The Vendor's representative should be readily available to service the account on a regular basis.

**Corporate Overview Appendix  
of RFP [Click and Type RFP#]**

For any Vendor consortiums – including joint ventures or partnerships, each individual entity should complete a separate Appendix. Please list any assumptions you make when responding to questions.

**Vendor Name** \_\_\_\_\_

Item	Vendor Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Date of incorporation or date of formation of partnership, if applicable	
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	
Mission Statement	
Percentage of annual revenue invested in research and development	
Describe the future technical strategic direction of the proposed equipment and indicate how it would benefit CAHO, the CCPC, and the participating hospitals	
Identify any current quality certifications (i.e. ISO, CMM, GMP)	
Canadian sales volume	
Corporate sales volume	
Number of years in business	
Number of years in Canada	
Number of proposed equipment installations: – Worldwide – North America – Canada – Ontario (including pediatric separately if available)	
Current number of software developers	
Current number of support personnel in Ontario	

Item	Vendor Response
Current number of support personnel in Canada	
Where are your current support personnel located?	
Date when your first commercial system was installed	
Date when your most recent commercial system was installed	
Have you ever provided equipment that is still in service that you no longer deliver and/or no longer support? If so, please explain and provide customer name and location	
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	
Has a customer ever rejected or returned your equipment? If yes, please explain and provide customer name and location	
<b>For consortiums</b> - Confirmation that the prime Vendor has in place the authority to sign on behalf of all consortium members and bind the Consortium to the obligations of the RFP	
<b>For consortiums</b> - Provide a description of the consortium structure, members and operating relationships	
<b>For consortiums</b> - Provide an understanding as to how the consortium will deliver the work of the RFP	

**Pricing Appendix  
of RFP [Click and Type RFP#]**

Please complete the Pricing Appendix Excel Spreadsheet

**Additional Pricing Information Appendix  
of RFP [Click and Type RFP#]**

The Vendor should use this chart to respond to the Additional Pricing Information Appendix requirements (Section 5.7 Additional Pricing Information Appendix). Where an item is irrelevant, type N/A in the space provided. The information listed under Requirement Item is not a complete description. All Vendors should refer to and review the applicable sections in the RFP before responding.

**Vendor Name** \_\_\_\_\_

<b>RFP Section Ref #</b>	<b>Requirement Item</b>	<b>Vendor Response</b>
5.7.1	Supply Term Escalation Costs	
5.7.2	Additional Packaging Costs	
5.7.3 a)	Calculation of Cost of Consumables	
5.7.3 b)	Solution for Left Over Inventory of Consumables	
5.7.4	Customizations to Vendor's Standard Based Architecture	
5.7.5.1	Aggregated Volume Discounts	Respond in Aggregated Volume Table below
5.7.5.2 a)	Early Payment Discount	
5.7.5.2 b)	Electronic Commerce	
5.7.5.2 c)	Electronic Funds Transfer Payments	
5.7.5.2 d)	Related Life Cycle Technology Discounted Enhancements	
5.7.5.2 e)	Other Discounts Not Related to Above	
5.7.6	Payment Terms	
5.7.7	Cost Reduction Initiatives	
5.7.8 a)	Pricing of New Equipment and Upgrades	
5.7.8 b)	Pricing of New Software Options	
5.7.8 c)	Software Releases	
5.7.8 d)	Upgrades to Run Software Releases	
5.7.9	Hospital Information Practices Cost	

**Aggregated Volume Table**

<b>Range of Total Purchase for Additional Discounts and/or Rebates</b>	<b>Percentage (%)</b>
\$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	

**Specifications Appendix  
of RFP [Click and Type RFP#]**

**Hospitals Background Information and Additional Requirements Appendix  
of RFP [Click and Type RFP#]**

**Services and Support Appendix  
of RFP [Click and Type RFP#]**

The Vendor should complete this section by responding to each item below for each type of equipment as applicable. Attach separate pages if required for each type of equipment as applicable.

**Vendor Name** \_\_\_\_\_

Item	Vendor Response
<b>Warranty</b>	
<b>General</b> - indicate the length of warranty, the coverage and all terms and conditions.	
<b>Commencement</b> - state when the warranty period will commence.	
<b>Post Warranty Service</b>	
Indicate the length of time, upon expiration of the warranty, the Vendor will continue to offer service and support on all proposed equipment.	
<b>Preventative Maintenance</b>	
<b>Hours of Service</b> - state the recommended number of hours of service each type of equipment should operate prior to the performance of routine preventative maintenance.	
<b>Procedures</b> - indicate the recommended frequency, type and length of procedures for appropriate preventative maintenance of all proposed equipment.	
<b>Documentation</b> - 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.	
<b>Operating System Security</b> – for equipment using a Windows Operating system, the Vendor should clearly state how Security Patches and Service packs are applied including timing after publication from Microsoft if applicable.	
<b>Service Response</b>	
<p><b>Response Time</b> - 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:</p> <ul style="list-style-type: none"> <li>a) regular weekdays;</li> <li>b) weekends;</li> <li>c) public (statutory) holidays</li> </ul> <p>The vendor should also indicate any penalties that will be provided if guaranteed response time is not adhered to.</p>	

Item	Vendor Response
<p><b>Technicians</b> - indicate the number of trained service technicians at each location and identify locations in Ontario.</p>	
<p><b>Parts – Format</b> - indicate the Parts depots located in Ontario and indicate:</p> <ul style="list-style-type: none"> <li>a) a list of parts to be kept on site (consignment);</li> <li>b) a list of tools the Vendor is to leave on site; and</li> <li>c) normal lead time for parts.</li> </ul>	
<p><b>Telephone Support</b></p>	
<p><b>Availability and Services</b> - 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 (include number).</p>	
<p><b>Length of Support</b> - indicate the length of time that both clinical and technical telephone support will be provided to the hospital (i.e. as long as the equipment is in service at the hospital) and identify any associated costs.</p>	
<p><b>Remote Connectivity</b> - provide details of any applicable hospital obligations regarding remote connectivity if applicable.</p>	
<p><b>Guaranteed Uptime</b></p>	
<p>Make a statement regarding guaranteed uptime. The minimum acceptable guarantee is 98%. In the event the Vendor is unable to maintain the guaranteed uptime, the Vendor should include how the warranty or service contract would be extended at no charge.</p>	
<p><b>Training</b></p>	
<p><b>Clinical and Technical</b> - list all clinical and 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 trouble-shooting of all components.</p>	

Item	Vendor Response
<p><b>Cleaning and Disinfecting</b> – provide written documentation on the manufacturer’s recommended cleaning and disinfecting products and procedures and describe the training and education that will be provided on recommended cleaning and disinfecting of the proposed equipment.</p>	
<p><b>Ongoing</b> - list and describe on-going training opportunities (e.g. refresher courses, seminars, multi-media materials, in-service sessions, computer based training tools, etc.) provided by the Vendor.</p>	
<p><b>Loaner Equipment</b></p>	
<p><b>Availability</b> - indicate if loaner equipment is available if required, for use when existing equipment requires repair, maintenance, recalibration, etc.</p>	
<p><b>Turnaround Time</b> - indicate the guaranteed turnaround time to receive such loaner equipment from the time the initial request is made.</p>	

**References Appendix  
of RFP [Click and Type RFP#]**

**Vendor Name** \_\_\_\_\_

<b>Reference 1</b>	<b>Vendor Response</b>
Facility Name (include pediatric reference sites, if available)	
Address	
Number of sites/facilities	
Contact Information (Name/Phone/E-mail): – Identify appropriate contacts to discuss equipment, i.e., V.P. of ... in this area	
Type of Equipment Purchased	
Start up Date of Implementation	

<b>Reference 2</b>	<b>Vendor Response</b>
Facility Name (include pediatric reference sites, if available)	
Address	
Number of sites/facilities	
Contact Information (Name/Phone/E-mail): – Identify appropriate contacts to discuss equipment, i.e., V.P. of ... in this area	
Type of Equipment Purchased	
Start up Date of Implementation	

<b>Reference 3</b>	<b>Vendor Response</b>
Facility Name (include pediatric reference sites, if available)	
Address	
Number of sites/facilities	
Contact Information (Name/Phone/E-mail): – Identify appropriate contacts to discuss equipment, i.e., V.P. of ... in this area	
Type of Equipment Purchased	
Start up Date of Implementation	

**Information Practices Appendix  
of RFP [Click and Type RFP#]**

**Collection, Use and Disclosure of Personal Health Information**

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

**Practices to Protect Personal Health Information**

8. The Supplier will employ appropriate safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of PHI. Without limiting the generality of the foregoing, the Supplier shall take reasonable steps to ensure that all PHI from the Hospital is securely segregated from any information owned by the Supplier or third parties, including access barriers, physical segregation and password authorization.
9. The Supplier will maintain privacy policies in accordance with Canadian and Ontario laws and these policies will be made available for inspection on request. The Supplier shall notify the Hospital within 30 days when there are any changes made to these

documents that have previously been provided to the Hospital pursuant to Section 5.27 Personal Health Information.

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

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

[Click and Type Hospital contacts as appropriate from the Contact Information List]

17. The Supplier will report to the Hospital's Privacy Office at the Supplier's first reasonable opportunity, but in any event no more than 48 hours after the Supplier becomes aware of any use, disclosure, theft or unauthorized access of PHI by the Supplier or any of your agents or subcontractors to whom you provide the Hospital PHI.

18. The Supplier will report to the Hospital's Privacy Office at the Supplier's first reasonable opportunity, but in any event no more than 48 hours after the Supplier becomes legally compelled to disclose any of the Hospital PHI.
19. The Supplier will refer anyone trying to access, correct or complain about their PHI to the Hospital's Privacy Office within 48 hours of receiving the complaint or request for access or correction. The supplier will cooperate with and assist the Hospital in the management of any such request for access or correction or complaint.
20. The Supplier will, upon request, make PHI available to the Hospital for amendment and incorporate any amendments into the Supplier's records of PHI. During the term of the Agreement, the Supplier may never deny the Hospital access to its patients' PHI.
21. The Hospital reserves the right to: inspect any equipment used or records maintained by the Supplier in connection with the provision of goods or services; question the Supplier's Personnel regarding their handling of PHI; and otherwise audit and electronically verify compliance with these practices. As a result of the exercise of its rights under this section, the Hospital may require the Supplier to modify its practices by which it maintain, uses and discloses PHI from the Hospital to ensure compliance with this Schedule.

#### **Additional Hospital Rights**

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

## Site Planning and Turnkey Requirements Appendix

### of RFP [Click and Type RFP#]

The Vendor should complete this section by responding to each item below for each type of equipment as applicable. Attach separate pages if required for each type of equipment as applicable.

**Vendor Name** \_\_\_\_\_

**Equipment Type** \_\_\_\_\_

**Model Name/Number** \_\_\_\_\_

Item	Vendor Response
<b>Site Planning</b>	
The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor should provide detailed information on all plumbing, water treatment and water flow requirements.	
The Vendor should outline their requirements for an Electrical Power line conditioner and/or specify their equipment tolerances with respect to line fluctuations.	
The Vendor should identify arrangements for planned interruption of services for connection of equipment.	

<b>Item</b>	<b>Vendor Response</b>
If domestic water is used for cooling purposes, the Vendor 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 Vendor 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 Vendor should identify all work that is not part of the installation by the Vendor and is to be provided by the Hospital to prepare the space prior to installation.	
The Vendor should provide any requirements for lead or magnetic shielding for the space.	
The Vendor should provide the weight and dimensional size (shop drawings) of the proposed equipment.	
The Vendor should confirm that all work being performed will be in accordance with CSA Z317.13-07 Infection Control for Construction and Renovation.	
<b>Turnkey Requirements</b>	
<b>Architectural</b>	
The Vendor should confirm that all existing and new penetrations will be sealed for fire and smoke separations.	
The Vendor should confirm that all demolition work will be included.	
<b>Electrical</b>	
The Vendor should confirm that electrical components will meet the requirements of CAN/CSA-Z32-04.	
The Vendor should identify the number of emergency power outlets and lighting that will be provided.	
The Vendor should ensure proposed pricing includes all electrical work including all transformers, switches, breakers, and UPS emergency power units.	
<b>HVAC</b>	

<b>Item</b>	<b>Vendor Response</b>
The Vendor should confirm that any applicable HVAC work will meet the requirements of CAN/CSA-Z317.2-01 (R2006).	
The Vendor should ensure that HVAC system maintains the temperature and humidity requirements for all suite requirements.	
The Vendor should ensure that each room will have its own control point and each room will be tied into existing building control system.	
<b><u>Medical Gas</u></b>	
The Vendor should verify that medical gas systems will meet the latest CSA Standard Z7396-1.	
The Vendor should indicate the maximum number of outlets to be provided for medical gases.	
<b><u>Fire Protection</u></b>	
The Vendor 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 Vendor 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.	
<b><u>Testing and Inspection</u></b>	
The Vendor should provide for all inspections and certifications including but not limited to fire alarm, medical gas, air balancing and electrical safety as required.	
The Vendor should provide vibration analysis and structural analysis as required.	

**Preferred Terms Appendix**  
of RFP [Click and Type RFP#]