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**REQUEST FOR PROPOSAL HPEI-447**

**for the**

**Supply and Installation of an HPV Testing Platform**

Sponsored by Health PEI – Provincial Laboratory Services

**Request for Proposal Number: HPEI-447**

**Date Issued: June 24, 2021**

**Submission Deadline: July 20, 2021**

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# Definitions and Administrative Requirements

## Definitions

Throughout this Request for Proposals, the following definitions apply:

1. “Contract” means the written agreement resulting from this Request for Proposals executed by Health PEI and the Contractor;
2. “Contractor” means the successful Proponent to this Request for Proposals who enters into a written contract with Health PEI;
3. “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
4. “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
5. “Request for Proposals” or “RFP” means the process described in this document; and
6. “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

## Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by Health PEI. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

## Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the PEI website at www.gov.pe.ca/tenders. It is the sole responsibility of the Proponent to check for amendments on the PEI Tender website.

## Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned unopened to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

## Eligibility

### Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in Health PEI’s sole opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Health PEI Contact Person listed on page # prior to submitting a proposal.

### Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

## Evaluation

Evaluation of proposals will be by a committee formed by Health PEI (“Evaluation Team”) and may include employees and contractors of Health PEI. All personnel will be bound by the same standards of confidentiality. Health PEI’s intent is to enter into a contract with the Proponent who has the highest overall ranking.

## Negotiation Delay

*Health PEI will only award a contract to the Proponent(s) it considers offers the best value for money and may seek Best and Final Offers (BAFO) as part of the evaluation and negotiation process. Should a BAFO be issued to the Proponent and the Proponent does not provide an offer acceptable to Health PEI within one week of such request, Health PEI may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either commence negotiating a contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a contract with any of the Proponents.*

## Debriefing

At the conclusion of the Request for Proposals process, the successful Proponent and the value of the award will be posted on the PEI Tender website. *Unsuccessful Proponents may request a debriefing meeting with Health PEI officials within 30 calendar days of the award notification.*

## Alternative Solutions

If alternative solutions are offered, please submit the information as a separate proposal, ensuring the same format is followed.

## Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by Health PEI for purposes of clarification.

## Proponents’ Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with Health PEI, if any. If Health PEI elects to reject all proposals, Health PEI will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any potential contract, or any other matter whatsoever.

## Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for any reason whatsoever, relating to or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Proponent.

## Proposal Validity

Proposals will be open for acceptance for at least 180 days after the closing date, during which time the pricing and other elements contained in the proposal will remain firm.

## Firm Pricing

Prices will be firm for the entire contract period, unless this Request for Proposals specifically states otherwise.

## Currency and Taxes

Prices quoted are to be:

1. In Canadian dollars;
2. Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable;
3. Exclusive of applicable taxes; and
4. Include payment terms and early payment incentives.

## Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal, or will be provided by the Proponent at no additional charge to Health PEI if the Proponent is the successful Contractor.

## Sub-Contracting

### Using a sub-contractor is acceptable, provided the intention to sub-contract and the specific sub-contractor that will be used by the Proponent are clearly identified in the proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in the case of a joint submission, one of the Proponents must be prepared to take overall responsibility for successful performance of any contract in the event the proposal is successful, and this should be clearly defined in the proposal.

### Sub-contracting to any firm or individual who’s current or past corporate or other interests may, in Health PEI’s sole opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed sub-contractor gives rise to a conflict of interest, the Proponent should consult with the Health PEI Contact Person listed on page # prior to submitting a proposal.

### Where applicable, the names of approved sub-contractors listed in the proposal will be included in the contract if the proposal is successful. No additional sub-contractors will be added, or other changes made, to this list in the contract without the prior written consent of Health PEI.

## Acceptance of Proposals

### This Request for Proposals should not be construed as an agreement to purchase goods or services. Health PEI is not bound to enter into a contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in accordance with the evaluation criteria. Health PEI will be under no obligation to receive further information, whether written or oral, from any Proponent.

### Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit, or license pursuant to any federal, provincial, regional, district, or municipal statute, regulation, or by-law.

## Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. *(All contracts are only awarded after due internal approval processes and any contractual obligations occur only after issue of an official Health PEI purchase order or an executed contract signed by both parties.)*

## Liability for Errors

While Health PEI has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by Health PEI, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

## Modification of Terms

Health PEI reserves the right to modify the terms of this Request for Proposals at any time, in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a contract with the successful Proponent.

## Ownership of Proposals

All proposals submitted to Health PEI become the property of Health PEI. They will be received and held in confidence by Health PEI, subject to the provisions of the Prince Edward Island *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## Use of Request for Proposals

Any portion of this document, or any information supplied by Health PEI in relation to this Request for Proposals, may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by Health PEI in relation to this Request for Proposals.

## Reciprocity

Health PEI may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a Prince Edward Island supplier.

## No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of Health PEI, including the Evaluation Team, or any elected officials of the Province of Prince Edward Island, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by Health PEI.

## Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves with, and ensuring that they comply with, the laws applicable to the collection and dissemination of information, including but not limited to resumes and other personal information concerning employees of the Proponent and employees of any sub-contractors. If this RFP requires Proponents to provide Health PEI with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to Health PEI. Such written consents shall specify that the personal information may be forwarded to Health PEI for the purposes of responding to this RFP and may be used by Health PEI for the purposes set out in the RFP. Health PEI may, at any time, request the original consents, or copies of the original consents, from Proponents and, upon such request being made, Proponents will immediately supply such originals, or copies if so requested, to Health PEI.

# Introduction

The purpose of this Request for Proposal is to inform potential respondents of a business opportunity and to solicit proposals.

Provincial Laboratory Services, Queen Elizabeth Hospital Laboratory is inviting proposals from qualified respondents for instrumentation, collection supplies, tests kits, equipment and consumables for the detection of HPV. Information should include available provisions of required ongoing service, maintenance support and consumables required to operate the system.

Selection of a Proposal by Heath PEI, in accordance with this RFP, shall constitute a binding agreement between Health PEI and the successful Proponent consisting of this RFP.

Depending on the proposals offered in response to this Request for Proposal, one or more contract(s) may be negotiated with a respondent(s).

## Division Responsibility

##

Health PEI (HPEI) is responsible for the operation and delivery of publicly funded health services in Prince Edward Island. HPEI Provincial Laboratory Services provides diagnostic testing at six (6) locations across the Province of Prince Edward Island to aid in diagnosis, treatment and monitoring of disease and other conditions. Testing locations include Souris Hospital, King’s County Memorial Hospital, Queen Elizabeth Hospital, Prince County Hospital, Community Hospital and Western Hospital.

## Situation Overview

Currently, Pap smears are utilized for primary cervical cancer screening. Health PEI will shortly be moving to a model using the detection of Human Papillomavirusvirus (HPV) for primary screening. The unit would also require ongoing service, maintenance support and provision of supplies and consumables required to operate the system.

## RFP Objectives and Project Scope

The objectives and scope of this RFP is to have a contract in place that will provide secure pricing for equipment, service, supplies and consumables for the Provincial Laboratory Services Program in PEI for a dedicated HPV screening program operating out of the Queen Elizabeth Hospital site in Charlottetown.

Unless otherwise specified, the Contractor shall supply all start up consumables and will provide clinical training.

## Project Schedule, Contract Period and Primary Work Location

Below is the approximate **schedule** that is expected to be followed for this RFP. However, this may be subject to change and is therefore presented primarily for guidance:

* **Preferred work start date**: To be coordinated by Provincial Lab
* **Preferred work completion date:** To be determined

 The initial **contract** will be for a period of at least 60 month(s). Health PEI reserves the right to extend the contract beyond the initial contract period or upon a term that would be mutually acceptable. Any extension will be granted upon agreement from both Health PEI and the Proponent, and will be upon the existing terms and conditions. In some circumstances the granting of an extension or extensions may require prior approval by the Government of Prince Edward Island Treasury Board.

## RFP Contacts

Questions about this RFP should be directed to both of the individuals listed below, or their designate(s). Information that is obtained from any other source is not official and may be inaccurate.

|  |  |
| --- | --- |
| **For Division** | **For Materials Management** |
| **Brian Timmons****Director of Provincial Laboratory Services****Health PEI**Queen Elizabeth Hospital | **Donna Butler****Materials Management Strategic Sourcing Officer****Materials Management** |
| 60 Riverside Drive | Queen Elizabeth Hospital |
| PO Box 6600Charlottetown, PEI C1A 7N8 | 60 Riverside DrivePO Box 6600Charlottetown, PEIC1A 7N8 |
| **Email: :** **bdtimmons@ihis.org** | **Email:** **ddbutler@ihis.org** |
|  |  |
|  |  |

# Service Requirements

## Summary – Laboratory HPV Instrument, reagent supplies and consumables

The following is an overview of the basic requirements of the project. These are the elements considered to be crucial for project success and will be some of the areas that will be assessed by the evaluation committee and which meets the needs of our current testing menu with consideration of the following:

* Ongoing service and maintenance support.
* All manuals, documents and initial supplies.
* Training sessions/workshops and training manuals.
* Future enhancement availability.
* Interface system to the Provincial Health system (Cerner Millennium).

## Detailed Requirements

### **Mandatory Requirements**

* Must be CSA/Health Canada approved.
* The instrument must be interfaceable to the Provincial CIS Hospital Information System, which is Cerner Millennium including barcode symbology and labels. Cost allowance for such interfaces must be included in the quotes.
* Equipment and Software upgrades/updates must be provided free of charge and available to Provincial Laboratory Services, HPEI immediately after release.
* Approximate testing numbers are estimated as follows:

 Year 1: 12,000

 Subsequent Yrs : 6-8,000

Proposals for collection devices:

* Liquid based options that provide the ability for molecular detection and cytology reflex testing
* Provisions that describe the any effect to sensitivity and specificity for HPV detection
* Storage requirements
* Approximate expiry and shelf life
* Specify from where supplies will be shipped

Instrument:

* Provide information describing the HPV reporting parameters
* Test sensitivity and specificity
* Specify the footprint
* Specify waste removal method (if applicable)
* Must have start up and shut down procedures that are deemed easy by the end users
* User-friendly programming and intuitive user interface for daily functions
* Environmental requirements for instrument must be stated.
* Vendors providing molecular testing platforms are asked to provide additional information or a listing of the complete testing menu which is available. Ie: Chlamydia/GC, Influenza, Viral Enterics detection.

**Maintenance Requirements:**

* Length of instrument downtime must be specified for general maintenance
* Daily maintenance requirements specified
* Weekly Maintenance requirements specified
* Monthly Maintenance requirements specified
* Yearly and/or Preventative Maintenance requirements specified

 **Consumables:**

* List/amount of consumables required
* Cost of all consumables

**Reagents/Supplies:**

* Must be able to track lot numbers/expiry dates of reagents
* List environment friendly packaging requirements
* List reagent storage requirements
* Origin of shipping location
* Approximate expiry and shelf life(s)
* Availability of SDS sheets
* Frequency/stability of controls

**Support:**

* Must provide explanation of support systems
* Must provide 24 hour assistance
* Must be able to provide on-site technical support where needed within 24 hours.
* Must provide all documentation including product inserts, instructions for use and SDS.

**Electrical Requirements:**

* Must be clearly specified in the proposal with an image of the plug configuration provided for clarity (1:10 configuration)

**Training:**

* Must be provided by vendor along with numbers (including advanced training for at least two (2) key users).
* Provisions for legacy training for other employees in future years to account for attrition.

**Implementation:**

* Must provide a detailed outline, with specific timelines using the date of signingcontract as the starting point. Include the following:
* Date of signing of contract
* Site preparation requirements
* Delivery period
* Installation period
* LIS testing of interface
* Training of key operators
* Evaluation and validation period
* Go-Live period
* Provide details of support for implementation plan

### **General Specifications and Requirements**

* + The laboratory shall be provided with all product alerts, information updates or recalls issued against the product(s) or instrument(s).
	+ Vendor must provide a comprehensive price quotation for the analyzer, equipment and supplies.
	+ The supplier must guarantee service parts availability for at least 10 years after expiration of the warranty period.
	+ Vendor must provide comprehensive equipment training on site at no cost to the purchaser.
	+ Vendor must agree to remain on-site at the time of the initial install for training of staff on routine operation and maintenance procedures.

Vendors who provide self-collection devices may submit information related to their product lines:

Information should include:

* + Provisions that describe the any effect to sensitivity and specificity for HPV detection
	+ Ability to provide cytology reflex testing
	+ Storage requirements
	+ Approximate expiry and shelf life
	+ Specify from where supplies will be shipped

Deviations from requirements; considered by the Evaluation Committee to be minor in nature; may be taken into consideration.

### **Software**

Respondents are required to identify any/all information technology requirements in their proposal which would include, but not limited to: software, data storage requirements, network connection and interfacing, remote support requirements, etc.

 All respondents must complete and return attached Appendix B – ITSS Questionnaire

### **Consumables**

The cost of typical purchased supplies related to the ongoing use of HPV instrument must be identified in the quote.

3.2.5 **Medical Alerts and Safety Notifications**

Medical Alert Notification

In the event that a medical alert, recall, safety notification, advisory or warning is issued or communicated, at any time, by the Vendor or manufacturer of the equipment or a recognized reporting agency involving any of the equipment or posted on the Health Canada website, the Vendor shall;

* 1. Communicate the medical alert, recall, safety notification, advisory or warning by registered mail and by facsimile to the Technical Director of Provincial Laboratory Services.
	2. Follow any Health Canada protocols and requirements; and
	3. Take all steps necessary to remedy the situation at no cost to the Hospital.

 **Notice of Defect or Malfunction**

The Vendor shall also;

1. Inform Health PEI of any possible design defect or malfunction condition occurring anywhere in the world with the equipment, or equipment similar to the equipment supplied under this agreement, at its earliest possible opportunity, but in no event, more than five (5) days after the Vendor becomes aware of the existence of such a defect or malfunctioning condition; and
2. Communicate any such defects or malfunctions to Health PEI in the same manner as set out in Section “Medical Alerts and Safety Notifications” above.

## Warranty, Service and Maintenance Requirements

 1. Respondents are to provide no less than 1 year warranty on the system, covering all parts, labor and related shipping charges.

1. Specify the availability of onsite service beyond warranty term above. This is to include all labor, travel and accommodation rates.
2. Respondents are to include complete warranty details for the equipment within the proposal.Proposals shall clearly indicate warranty coverage periods, including any stipulations, restrictions or limitations. The warranty will provide service support for the duration of the contract.
3. Specify any hardware upgrades that will be included during the contract period.
4. Respondents must provide a quotation on a service contract that covers regular preventative maintenance. Recommended regular preventative maintenance intervals must be provided. All costs related to correction of defective and/or malfunctioning parts, at least 12-hour availability for emergency technical service by telephone and guaranteed on-site service within 48 hours for urgent requests.

# Administrative and Legal Requirements

## Health PEI ‘Request for Proposal’ Form

Respondents are advised to fill out and return the attached Proposal Acknowledgement and Authorization Form (Appendix #1) prior to quotation submission. Forms are to be emailed to:

Donna Butler

Strategic Sourcing Officer

Health PEI

Queen Elizabeth Hospital

Email: ddbutler@ihis.org

Reference: RFP HPEI-447

## Business Registration

The Government of Prince Edward Island requires all businesses operating within the Province of PEI to register with the PEI Consumer, Corporate and Insurance Division of the Department of Environment, Labour and Justice as outlined under *the Extra-Provincial Corporations Registration Act* R.S P.E.I. 1988, Cap. E-14.

OR

Alternately, if your company is currently not registered in PEI, describe your plan to become registered in PEI should your firm be selected for a contract emerging from this RFP.

Further details on PEI business registration are available at http://www.gov.pe.ca/infopei/index.php3?number=16920&lang=E.

## Contract

After the evaluation, the successful Proponent(s) will be expected to sign a contract that will constitute the legal agreement with Health PEI for this project and govern all aspects of the services to be delivered. It will incorporate the content of this RFP and the successful proposal, and any other relevant terms.

### **Contract Terms**

There are two options available for the contract. The first is to sign the standard Health PEI Services Contract. The second is to sign the Proponent(s)’ contract. In either case the contract must be updated to reflect the requirements and terms of the RFP.

Option One – Health PEI Services Contract - The terms of our standard services contract are available by emailing contractshpei@ihis.org. Describe in Appendix A any required changes that your legal counsel wishes to be made to the contract, or the standard services contract will be used “as is”. The Proponent who requests multiple and/or major changes to the contract risks disqualification. Alterations should reflect only those changes that the Proponent considers to be vital.

Option Two - If using the Proponent(s)’ contract the terms of the contract that will be used for this project are to be provided in Appendix A. This document will always be updated as a part of the award process to reflect the Proponent’s name, contact information, address, applicable schedules, etc. If the Proponent’s contract reflects major deviations from the terms and/or conditions in the standard Health PEI services contract, the Proponent risks disqualification.

### **Compliance with Laws**

### The successful Proponent will be required to comply with all federal, provincial, municipal and regional laws applicable to the work or performance of obligations under the contract, and shall ensure all required codes and standards are complied with. The successful Proponent will be required to give all the notices and obtain all the licences and permits required to perform the work and obligations under the contract.

###

###  **4.3.3 Indemnification and Insurance**

The successful Proponent will be required to provide an indemnity to Health PEI from and against all claims arising out of or resulting from the performance of the work under the contract including, but not limited to, negligence of the Proponent or anyone directly or indirectly employed by the Proponent or anyone for whom the Proponent may be liable, and such indemnity shall not be limited in any way or degree by any insurance the Proponent may have, nor by the limits of any such insurance.

The successful Proponent will be required to have and maintain insurance throughout the entirety of the contract Term, which shall be primary insurance, in the following types and minimum amounts:

1. General Liability Insurance, including but not limited to bodily and personal injury, property damage, non-owned automobile liability, cross liability, and blanket contractual liability, in an amount not less than Five (5) Million Dollars ($5,000,000.00) coverage per occurrence;
2. Automobile Liability Insurance providing not less than One Million Dollars ($1,000,000.00) coverage on all vehicles owned, operated or licensed in the name of the Proponent.

The successful Proponent shall be required to add Health PEI as an additional insured on all required insurance, and all insurance shall be endorsed to provide Health PEI with 30 days’ advance written notice of cancellation or material change.

 **4.3.4 Confidentiality and Intellectual Property Rights**

Any and all information, knowledge or data made available to the Proponent as a result of or in relation to this RFP shall be treated as confidential information. The Proponent will not directly or indirectly disclose or use it for purposes unrelated to this RFP process at any time without first obtaining the written consent of Health PEI, unless the information, knowledge or data is generally available to the public.

The successful Proponent will be required to relinquish all intellectual property rights to any product or products created pursuant to this project and under the contract with Health PEI (the “Work Product”), and irrevocably assign to Health PEI, without further compensation, all of its right, title and interest, in Canada, the United States and worldwide, in any intellectual property rights, including without limitation all copyright and all moral rights, in all software or hardware developed in furtherance of, or any changes made to Government or Health PEI Software, in carrying out its obligations under any contract between Health PEI and the Proponent resulting from this RFP process. This shall include but not be limited to raw data, analyses, database entries, software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number. The successful Proponent will also be required to ensure that all its employees and any subcontractors are similarly bound to assign their intellectual property rights to Health PEI.

Licensing and marketing rights to any developed products or Work Product will not be granted under any contract with Health PEI resulting from this RFP process. Health PEI will own all graphics developed by the successful Proponent under the contract for this project.

Any materials provided by Health PEI to assist the successful Proponent in carrying out the terms of a contract between the Proponent and Health PEI shall be treated as confidential and returned to Health PEI at the conclusion of the contract. Any reports or materials prepared for Health PEI in the course of the contract will be the property of Health PEI.

The successful Proponent may be required to enter into a Confidentiality and Non-Disclosure Agreement with Health PEI prior to commencing any work, and may be required to execute the “Acceptable Use Agreement for Province of PEI Provided Computer Technology for External Contractors”.

## Provincial / Atlantic Initiative Clause

The Province of Prince Edward Island encourages greater collaboration and the identification of strategic procurement opportunities among all public sector entities.  These entities include, but are not limited to, Provincial Government Departments, Municipalities, Academic Institutions, School Boards, Health Authorities, Housing Authorities, and Crown Corporations.

In support of the objectives of the initiative, the Proponent shall make available the goods and services as defined in this RFP to any public sector entity on the terms and conditions set out in this RFP (including, but not limited to pricing).  Entities eligible to participate in this RFP are defined as ‘public sector entities’.

Each Proponent acknowledges, confirms and agrees that by submitting a bid in response to this RFP, it irrevocably waives and releases Health PEI from any claim or right of recourse resulting or arising from acts or omissions of any entity participating in this RFP.

Health PEI’s role in this RFP with respect to the joint procurement initiative for entities that choose to participate is limited to Health PEI acting as an administrative facilitator to enable their participation. The entities that choose to participate are expected to carry out the procurement resulting from this RFP on their own.

The Proponent may only provide the goods and services specified under this RFP to additional public sector entities not explicitly listed in the original scope of this RFP by entering into a separate contract with the new entities which shall contain the following minimum terms:

1. The Proponent and the other public sector entity acknowledge and agree that Health PEI shall not have any contractual or financial obligation, or any liability of any kind or nature whatsoever to either the Proponent or the other public sector entity for any matter arising under the agreement or through the provision of goods and services specified in this RFP and, without limiting the generalities of the foregoing, the Proponent and other public sector entity acknowledge and agree that:
2. Health PEI will not be liable or responsible for any act or omission of the other public sector entity in relation the other public sector entity’s access to the provisions of goods or services under this RFP;

1. The other public sector entity shall make its own enquiries and satisfy itself as to the suitability of the Proponent or its products or services for the other public sector entity;
2. The other public sector entity shall be responsible for obtaining its own professional advice, including its own independent legal advice, and for including any additional business and legal terms and conditions in the other public sector entity’s contract as may be necessary and appropriate in its specific circumstances;
3. The other public sector entity shall be responsible for its own contract administration with the Proponent and shall not direct any Proponent service issues that may arise to Health PEI; and
4. The other public sector entity consents to the release of its usage information by the Proponent to Health PEI in the Proponent’s usage reports.
5. No other public sector entity contract shall have a contract term that extends beyond the contract term for the contract with Health PEI that may result from this RFP.

### **Other Jurisdictions**

The Proponent acknowledges that, in line with supporting the objectives of the Council of Atlantic Premiers Joint Procurement initiative, the Proponent agrees to make available the goods and services as defined in this RFP to other Atlantic Provinces and Government entities (members of the Atlantic Premiers Joint Procurement Initiative) on the terms and conditions set out in this RFP and the resulting Agreement (including, but not limited to pricing).

Other jurisdictions eligible to participate in the same contractual arrangement resulting from this RFP shall enter into a separate contract with the Proponent.  The Proponent may only provide the goods and services specified in the contract with Health PEI to the public sector entities or other Atlantic provinces by entering into a separate contract with them.

## Other Important Provisions

### **Asking Questions**

**The Proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open.** Questions should be directed **in writing** to the RFP Contacts identified. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing with the RFP Contacts will not be considered an official response.

Questions and responses that are deemed to materially affect the RFP requirements, project scope, time lines, etc. or to be of interest to all prospective proponents **may** be made available at Health PEI’s option. If questions and responses are determined by Health PEI to be made available to other prospective proponents, this would be handled as an addendum while the RFP is open and made available for download from the Procurement Services Web site at: www.gov.pe.ca/tenders.

### **Addenda and Addenda Acknowledgement**

Proponents are responsible to ensure that they are aware of and have complied with any addenda issued by visiting the Procurement Services Web site (www.gov.pe.ca/tenders).

Responding to this RFP **may** require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be defined in the addendum. The Proponent must monitor for any addenda that may be issued during the full open period of the RFP.

### **Additional Phases of Work**

If additional phases of work are required, Health PEI reserves the right to amend any contract that may emerge from this RFP to complete these phases of the project, but is under no obligation to do so. Health PEI also reserves the right to issue a subsequent tender to address any of these additional phases. The decision whether to amend an existing contract and/or to issue a subsequent tender is at the sole discretion of Health PEI.

### **Conflict of Interest**

Health PEI reserves the right to disqualify any Proponent that in Health PEI’s sole opinion has an actual, potential, or perceived conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such terms and conditions as Health PEI, in its sole discretion, may require.

Proponents are required to disclose, to the RFP Contacts, any actual, potential, or perceived conflict of interest issues prior to RFP closing date and time.

### **Financial Contribution Disclosure**

### Proponents must fully and accurately disclose, to the RFP Contacts, all funding provided by the Proponent or the Proponent’s company or any subsidiary or partner thereof, to any Health PEI employee, staff member or associated individual in the past 24 months. Please see Appendix 2

### **Health PEI Divisional/Program Responsibilities**

Health PEI will assign a clinical/technical contact within Health PEI’s sponsoring division or program to work in conjunction with the successful Proponent during the project:

**Brian Timmons**

**Director of Provincial Laboratory Services, HPEI**

**(902) 894-2964**

Email: bdtimmons@ihis.org

### **Business Hours**

Proposed personnel are expected to work within the normal business hours of the RFP sponsoring division, which are:

* Monday to Friday, excluding holidays
* 8:00 AM to 4:00 PM Atlantic time, excluding one hour for lunch

During the project, Health PEI will identify any need to work outside the above business hours or in a different location, including any needed special arrangements, such as an escort or any required security clearances/passes.

### **Environmental Requirements**

In order to contribute to waste reduction and promote environmental responsibility, Health PEI will endeavour to acquire goods and services that support these principles wherever possible. Therefore, product(s) quoted should address:

1. Minimizing packaging;
2. Minimizing environmental hazards and waste generation; and
3. Energy efficiency.

## Proposal Format

**Due to COVID-19 restrictions the only acceptable method to submit is by email. Proponents must submit their proposal or withdrawals to the following address:**

**procurementservices@gov.pe.ca**

When submitting your proposal to above noted email address, please ensure your company name and tender number are clearly included in the subject line of your email.

Proposals submitted after the Submission Deadline will be rejected. The Province’s time clock will be deemed to be correct.

Please confirm proposal receipt or for proposal withdrawal, please email the following Procurement contacts: mcbarlow@gov.pe.ca and ddbutler@ihis.org

**Proposals to be submitted in Prescribed Format**

Proponents must submit their proposal containing the following:

**a. Technical Proposal Package must address all the Rated and Mandatory Requirements**

***Note(s):***

• Financial information is **NOT** to be included in the Technical Proposal.

• The attached file name(s) should include an abbreviated form of Proponent’s name and RFP# added to the name of the document.

**b. Financial Proposal Package**

The financial proposal (completed response to **Pricing Submission**  should be attached to the email and prominently marked as “Financial Proposal” with the RFP title and number (see RFP cover). The file name on the attachment for the financial proposal should include an abbreviated form of the Proponent’s name and RFP #. Proponents should not submit product catalogues, swatches, references to websites, or other marketing materials with their proposal.

1. **Administrative Elements** – The following items should be placed on **top** of your bid, in the order listed:
2. **One (1) Proposal Acknowledgement and Authorization Form** – One original of this Form should be **completed, signed and included** in your proposal. The business name provided under ‘NAME OF COMPANY’ on page 1 of this Form should be the same name as that reflected on your company’s business registration profile. Ideally, this Form should be placed on **top** of your bid and will be retained by Procurement Services;
3. **One (1) Letter of Introduction** – This should identify the Proponent and be signed by a signing officer for the Proponent in order to bind the Proponent to the statements made in the proposal;

### **Bid Submission**

**Please ensure that your submission includes the following:**:

1. Proponent’s name
2. Shipping address
3. Telephone number
4. Fax number
5. Contact email address
6. Reference: RFP # HPEI-447

### **Official Record of Submission**

The Original and Copies should be identical (excluding any obvious differences in labelling, as noted). If discrepancies between these items are discovered during the evaluation or during the life of any contract that emerges from this RFP, **the Original retained by Health PEI’s sponsoring division shall be taken as the correct version**.

# Response Requirements

###  **Schedule of Events**

The following table outlines the proposed schedule of events for this project.

|  |  |
| --- | --- |
| **Date** | **Event** |
| June 24, 2021 | Release of RFP to market |
| July 14, 2021 | Last date for RFP inquiries |
| **July 20, 2021 at 2:00 pm Atlantic time** | Close date of RFP  |

**NOTE:** Dates are subject to change and written notification will be given to those who provide a signed Proposal Acknowledgement and Authorization Form.

## Technical Response

This section describes the **technical** and **pricing** responses to be included in the proposal.

### **Executive Summary**

Provide a **1-2 page summary** of your Technical Response, highlighting the key features of your proposal. It should allow the Evaluation Team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

### **Understanding of Service Requirements**

Provide a 1-2 page summary of your understanding of the service requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this document.

### **Proposed Approach/Process and Project Plan**

Describe the **approach and/or process** proposed to address the service requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project.

Also provide a **project plan** that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

### **Project References**

Provide **references for the last three projects** by your firm that are similar in nature to the requirements defined in this RFP. Select clients that are similar to Health PEI, and for each reference provide a contact’s name and address along with his/her phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for them as well as demonstrate the extent of your previous experience, the client’s overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines. Health PEI reserves the right to reject any proposal that has, in Health PEI’s sole opinion, unsatisfactory references.

It is preferred that at least one (1) reference submitted be from the Atlantic Provinces.

### **Proposed Project Manager, Resume and References**

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP.

Identify the **project manager** proposed for this project and describe his/her experience.

### **Proposed** **Resources, Resumes and References**

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the service requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of the required services. As shown, provide each person’s name, title, role on this project, experience in this role and his/her respective employment status.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Title** | **Project Role** | **Role Experience****(# months)** | **Employment Status****(E = employee,****C = contractor,****P = partner)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Health PEI encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If contractors or partners are to be used for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) will provide and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only “own resources” will be used.

Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include **at least two project references** where the proposed individual served in a similar role, including:

* Name of client organization;
* Name, title, telephone number and email of a client contact;
* Brief description of the scope, complexity, dates and duration of the project; and
* Role the proposed individual played in the referenced project.

### **Resource Management**

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, the Proponent agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

Health PEI acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide **replacement resources with equivalent (or greater) experience and capability**, and the selection of the replacement resources will be subject to the approval of Health PEI.

In the proposal, describe the process that would be used for including Health PEI in the selection of replacement resources and for securing Health PEI approval. Describe how changes in the project manager in particular would be handled, if this becomes necessary.

If new service requirements emerge during the project, Health PEI will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making **additional resources** available to this project.

Describe the process that would be used to resolve a situation where Health PEI concludes that an assigned resource from the Proponent is **not performing** their responsibilities adequately.

### **Estimated Cost – Fixed Price**

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

The pricing section of the response document is to contain a price breakdown by line item, with list and extended pricing indicated for each item and each option available if applicable.

### **Other Expenses**

 Estimate any other project expenses that may be incurred, once the proposed personnel are on site at the primary work location. These types of expenses will require **prior approval** from Health PEI after the contract begins and also must comply with Health PEI standards. These should be included in your estimated costs.

# Proposal Evaluation

## General Information

The Evaluation Team will consist of representatives of the Health PEI division and/or program that are sponsoring this RFP. It is understood and accepted by the Proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are the judgment of this Evaluation Team.

To assist in the evaluation of the Responses, the Evaluation Team may, but is not required to:

1. Conduct reference checks relevant to the proposal with any or all of the references cited in a response to verify any and all information regarding a Proponent, and rely on and consider any relevant information from such cited references in the evaluation of responses;
2. Conduct any background investigations that it considers necessary in the course of the evaluation process, and consider any resulting relevant information when evaluating the responses; and
3. Seek clarification from a Proponent if the requested information is ambiguous or missing, but only if such clarification does not offer the Proponent the opportunity to improve the competitive position of its response. Requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

The proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below.

## Evaluation Process

The bid will be evaluated using the following process:

Stage 1: Verify each bid’s compliance to the Mandatory Criteria identified below, and disqualify any bids that fail to meet these.

Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the Desirable Criteria and weights identified below.

## Stage 1 – Mandatory Criteria

The proposal must meet **all** of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet **any one** of these criteria, it will be deemed to be non-compliant and will receive no further consideration during the evaluation process.

1. The proposal must clearly demonstrate the Proponent’s experience and ability to fulfill the service requirements identified;
2. All proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes;
3. All products submitted must have a Health Canada Medical Device License.
4. Must be CSA Approved
5. Equipment/Consumables must be Health Canada approved.

## Stage 2 – Desirable Criteria

If the proposal meets the Mandatory Criteria it will be further evaluated using the Desirable Criteria. Scores will be recorded for each criterion and a total score will be determined.

Prepare the table below, inserting references to the appropriate sections within your proposal that deal with each criterion under evaluation.

|  |  |  |
| --- | --- | --- |
| **Criterion** | **Weight****(points)** | **Minimum Score Required** |
| **Clinical/Technical Scoring** |  |  |
| Product (quality control, usability, footprint, compatibility) | 15 |  |
| Service, Support Coverage | 10 |  |
| Equipment Attributes (Ergonomics, Efficiency, Mandatory Criteria, Workflow) | 25 |  |
| Added Value | 5 |  |
| **Subtotal A – Clinical/Technical Score** | **55** |  |
| **Financial Scoring** |  |  |
| Service Costs | 5 |  |
| Equipment Costs | 20 |  |
| Consumables | 20 |  |
| **Subtotal B – Financial Score** | **45** |  |
| Administrative and Legal Requirements* **PEIRFP Form** is signed & included
* **Business registration** profile &/or plan have been included
* **Declaration of contract intentions** has been included
* **No or minimal alterations to standardcontract** have been requested
* **Bid format** reflects substantial adherence to instructions provided
 | 0(points may be deducted) |  |
| **Maximum Score Possible** | 100 |  |

**Notes:**

1. **A minimum qualifying score of 70%** is required for the bid to be deemed compliant

* If the proposal’s score meets or exceeds the minimum qualifying score, the Pricing response will then be evaluated using the formula below:

Score = weight x (low/bid)

# APPENDIX 1 – Proposal Acknowledgement and Authorization Form

**PROPOSAL ACKNOWLEDGMENT AND AUTHORIZATION FORM**

**FOR PROPOSED “Supply and Installation of an HPV Testing Platform” for HEALTH PEI, PRINCE EDWARD ISLAND**

The undersigned hereby acknowledges that he/she, as an officer of the stated corporation, has read and understands the specifications, requirements, and proposed agreement regarding the **Supply and Installation of an HPV Testing Platform** by Health PEI, Prince Edward Island. He/she further acknowledges that the seller’s proposed materials fully meet or exceed those as specified in the Corporation’s Request for Proposal (RFP) dated \_\_\_\_\_\_\_\_\_\_\_. Additionally, the respondent agrees that all its proposal documents and responses to the aforementioned RFP will, at the option of the Health PEI, become a legally binding and essential portion of the final contract between the successful respondent and Health PEI.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R.F.P. Contact Name (if different from above):

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail will be the preferred mode of communication for additional information to be exchanged with respondents.

## APPENDIX 2 – Full Disclosure of Financial Contribution Form

**(Mandatory that this be completed and returned with submission)**

 **HEALTH PEI**

**FULL DISCLOSURE OF FINANCIAL CONTRIBUTION FORM**

 **(Please Attach Full Details to This Appendix)**

**Respondent:**

Covering Period From:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Funding** | **Hospital** | **Department** | **Recipient** | **Estimated Market Value** |
| Capital Equipment |  |  |  |  |
| Seminars |  |  |  |  |
| Respondent Sponsored Off Site Hospital Visits |  |  |  |  |
| Supplies |  |  |  |  |
| Educational Support |  |  |  |  |
| Research Support (i.e.) \* Drug Trials \* Projects \* Publications \* Other |  |  |  |  |
| Major Donations |  |  |  |  |
| Other Funding |  |  |  |  |
| TOTAL |  |  |  |  |

**HEALTH PEI**

FULL DISCLOSURE OF FINANCIAL CONTRIBUTION

We, the undersigned company, represent we are a vendor of products, equipment, and/or services to Health PEI. As a privilege of conducting business with Health PEI, we agree to the following terms and conditions:

1. We understand and agree to comply with Health PEI Purchasing Policies.

2. We understand and agree to provide, in Appendix 2 of this document, a statement of full Funding Disclosure. This statement fully and accurately discloses all funding provided to any employee, staff member, or other individual of the Health PEI mentioned for the time period indicated. Necessary documentation detailing the type and level of funding is attached to Appendix 2. The time period to be reporting is for the past twelve months.

3. We understand and agree to provide a revised Statement of Full Disclosure at a minimum every 12 months or when a contract is renewed. The onus is on our company to ensure that this regular reporting is completed.

4. We understand and agree that failure to identify all funding support in this Statement of Full Funding Support may result in cancellation of any or all contracts in force with no penalty to Health PEI.

Respondent:

Address:

Period covered: From: To: \_\_\_\_\_\_\_\_\_\_\_\_\_

 (Note: Must cover at a minimum the past 12 months).

Signed: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_


# Appendix A: Contract Terms (refer to section 4.3.1)