



**TREASURY BOARD SECRETARIAT
PROCUREMENT SERVICES**

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PO Box 2000, Charlottetown, PEI, C1A 7N8
Telephone: (902) 368-4040 or Facsimile (902) 368-5171

ADDENDUM #

for RFP #

TO: All Bidders

FROM:

DATE:

SUBJECT:

END OF ADDENDUM.

Please return this sheet with your formal bid proposal.

Health PEI

Materials Management

60 Riverside Drive
Charlottetown, PEI, C1A 8T5
Telephone: (902)894-2098 or Facsimile (902)894-2384

REQUEST FOR PROPOSAL (RFP) #4211

Queen Elizabeth Hospital Bedside Ultrasound System

Sponsored by Health PEI – Unit 4 QEH

Links to Online Documents

The proponent should use the following online documents when preparing its proposal:

- <http://www.gov.pe.ca/finance/index.php3?number=1042475&lang=E>
- Other?: <http://www.xxx.html>

Important Notes for Bidding:

- The complete tender document (26 pages) is comprised of the 'Health PEI Request for Proposal' (HPEIRFP) Form (2 pages) and this RFP specifications document (24 pages). In the file that is downloaded from our public Web site, the HPEIRFP Form **always precedes** this RFP specifications document. Please contact the Procurement Services Office if any pages are missing.
- Financial information must **not** be reflected on the HPEIRFP Form.
- The proposal must be submitted in **paper form** at the address given above. Any proposal that is submitted via facsimile or electronic mail **will not** be accepted.

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1.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

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

1.2 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.

1.3 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.

1.4 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.

1.5 Eligibility

- 1.5.1 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.
- 1.5.2 Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

1.6 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.

1.7 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 five (5) business days 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.

1.8 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.*

1.9 Alternative Solutions

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

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 Firm Pricing

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

1.15 Currency and Taxes

Prices quoted are to be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable;
- c) Exclusive of applicable taxes; and
- d) Include payment terms and early payment incentives.

1.16 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.

1.17 Sub-Contracting

1.17.1 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.

1.17.2 Sub-contracting to any firm or individual whose 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 8 prior to submitting a proposal.

1.17.3 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, nor other changes made, to this list in the contract without the prior written consent of Health PEI.

1.18 Acceptance of Proposals

1.18.1 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.

1.18.2 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.

1.19 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. *(Contracts are only awarded after due internal approval processes, and any contractual obligations occur only after a contract has been signed by all parties or, in limited circumstances, upon the issuance of an Official Health PEI Purchase Order.)*

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

2.0 Introduction

The **Queen Elizabeth Hospital (QEH)** serves as the provincial referral center for specialized hospital services. The hospital is a multi-service acute care facility that provides both community services and specialized provincial services, and supports both in-patient and out-patient care.

The QEH was established in 1982 and is a 243 bed hospital. The hospital is dedicated to improving the health of Islanders by providing leadership in acute care and specialized services and is a provincial referral center for high risk obstetrical services and high risk neonatal care and services.

2.1 Division Responsibility

Obstetrical services at the Queen Elizabeth Hospital provides Level II/III obstetrical services, neonatal services, and gynecology surgical services to Queens and Kings Counties.

2.2 Situation Overview

The Obstetrical/Birth Unit requires a bedside ultrasound to help assist with clinical diagnosis and patient care.

2.3 RFP Objectives and Project Scope

The Obstetrical/Birth Unit wishes to purchase a bedside ultrasound to allow for ongoing patient care.

2.4 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: Immediately after RFP closing
- Preferred work completion date: within 2 months of RFP closing

The initial **contract** will be for a period of 12 Months. Health PEI reserves the right to extend the contract for up to one 12 month extension beyond the initial contract period, for an overall maximum of 24 months in total. 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.

Depending on the outcome of the evaluation and the need for different types of expertise that may be proposed across the bids received, Health PEI will endeavour to make a single award but may award contracts for this RFP to multiple successful Proponents.

The **primary work location** for the work reflected in this RFP is Queen Elizabeth Hospital.

2.5 RFP Contacts

Questions about this RFP should be directed to 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
<p>Kathy Larter Nurse Manager/Unit Coordinator Maternal-Child Gynecology, NICU Queen Elizabeth Hospital 60 Riverside Drive Charlottetown, PE C1A 8T5</p> <p>Email: kjarter@gov.pe.ca Phone: 1-902-894-2188 Fax: 1-902-894-2912</p>	<p>Gail Kennedy Materials Management Coordinator Materials Management Prince County Hospital 65 Roy Boates Avenue Summerside, PEI C1N 2A9</p> <p>Email: gjkennedy@ihis.org Phone: 1-902-438-4275 Fax: 1-902-438-4271</p>

3.0 Service Requirements

3.1 Summary

QEH Obstetrical/Birth Unit requires a bedside ultrasound.

3.2 Detailed Requirements

- The successful vendor must supply a mobile ultrasound unit. This system will be primarily used for obstetrical/gynecology procedures to include transvaginal.
- Must have Health Canada therapeutic device license number
- Must be CSA approved
- Must detail any and all power requirements as well as any safety requirements
- Clinical inservicing must be supplied to OBS and some OBS nurse at a mutually agreed upon time before first useage
- Training for biomed
- References provided
- Warranty commences with first clinical use
- Vendor will provide equipment size and weight special requirements if any
- Shall include 2 user manuals and 2 service manuals
- QEH will require the use of a demo same as proposed model
- OBS abdominal and vaginal probes
- System shall be shipped complete with all cabling, connectors, junction boxes, mounting hardware, and accessories (cables, probes, sensors, etc.) necessary for full operation of the system.

- The vendor shall guarantee that the quoted system shall be manufactured and marketed as the vendors primary line for a period of one (1) year from date of this RFP. If selected vendor introduces a replacement product generation within the one (1) year period, the hospital shall have the right to return the entire system with all monies refunded and to allow the purchase of an entire system from another vendor, or to replace the system with the new generation system at no extra cost to the hospital.

- Vendor to provide health Canada Medical device License numbers for all devices quoted

- System shall be shipped complete with copy of all service manuals and all user manuals. Full payment will not be made until all manuals are received.

- Any and all software necessary to technically support the system shall be included.

- Vendor agrees to supply, for the life of the equipment, free software upgrades to the specified hardware that enhance user functionality.

- Devices must meet all currently applicable CSA and IEC 601 safety standards.

- Vendor shall supply location and phone number of nearest service support centre. Include www address and email address.

- Vendor must supply cost of and details on optional Biomedical Engineering factory training packages available.

- Identify all relevant technical details, requirements or special considerations necessary for project success. Be specific, specifying credentials needed, experience required, etc.

3.3 Service Delivery Requirements

The requirements in this section will prevail as enduring requirements for service delivery throughout the effective period of any contract(s) resulting from this RFP.

1. During the contract, the proposed resources will be required to work either onsite and/or offsite, as requested by Health PEI.
2. Outline the nature and frequency of reports and reviews that will be required under the contract, and how these are to be provided.
3. The successful Proponent will be required to attend or participate in regular project meetings.
4. Include any other relevant service delivery requirements for your project eg. BioMed, Maintenance, Risk, etc.
5. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced.

3.4 Performance Standards and Deliverables

Success at the conclusion of the contract will be determined by the following:

1. The supplier complied throughout the project with the service delivery requirements as identified.

4.0 Administrative and Legal Requirements

4.1 Health PEI 'Request for Proposal' (HPEIRFP) Form

As noted on the front page of this specifications document, the HPEIRFP Form is the first two/three pages of the file that is downloaded from our public Web site. It should be completed, signed and included in the proposal.

4.2 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>.

4.3 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.

4.3.1 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.

4.3.2 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:

- (a) 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 Two Million Dollars (\$2,000,000.00) coverage per occurrence;
- (b) Professional Liability/Errors and Omissions Insurance providing not less than Two Million Dollars (\$2,000,000.00) on a claims made basis, subject to an annual aggregate limit of Two Million Dollars (\$2,000,000), insuring the Proponent's liability resulting from errors and omissions in the performance of professional services, such insurance to continue for a term of five (5) years following completion of the work; and
- (c) 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".

4.4 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:

- a) 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:
 - i) Health PEI will not be liable or responsible for any act or omission of the other public sector entity in relation to the other public sector entity's access to the provisions of goods or services under this RFP;
 - ii) 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;
 - iii) 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;
 - iv) 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
 - v) 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.
- b) 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.

4.4.1 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.

4.5 Other Important Provisions

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Constraints

N/A

4.5.5 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.

4.5.6 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.

4.5.7 Special Conditions

N/A

4.5.8 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:

Name: Kathy Larter

Title: Nurse Manager/Unit Coordinator, Maternal-Child Gynecology, NICU

Telephone; 1-902-894-2188

Email address: kjlarter@gov.pe.ca

4.5.9 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
- 7:30 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.

4.5.10 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:

- a) Minimizing packaging;
- b) Minimizing environmental hazards and waste generation; and
- c) Energy efficiency.

4.5.11 Access to Information and Protection of Privacy

Information obtained by a Proponent in relation to this RFP, or information or data that the successful Proponent is required to have access to and/or stores in order to fulfill the obligations under a contract resulting from this RFP must not be accessed from or be stored outside of Canada. For clarity, this includes accessing or storing information and data through or in a "cloud" for which the main server is located outside of Canada, and any backup servers.

4.6 Proposal Format

To help ensure consistency in Proponent responses and ease the evaluation process, the proposal should be prepared and packaged as outlined in the sections that follow. Please print double-sided whenever possible and limit promotional and/or marketing materials to the information specifically requested in this RFP.

4.6.1 Structure of Proposal Document

The proposal document should be comprised of the sections below, presented in the order listed:

- a) **Title page** – This should clearly identify the Proponent's legal business name and any “doing business as” name that may be applicable, postal address, telephone number, and email address, as well as the project title as shown on page 1 of this specifications document and RFP # xxxx.
- b) **Table of Contents**
- c) **Body of proposal** – This should include the Proponent's Technical and Pricing responses. **Appendices** – These should include any response forms included in the RFP and any additional information, brochures, etc. that support the proposed services. Entries for each Appendix should appear in the Table of Contents.

4.6.2 Bid Package

A complete bid package is comprised of the elements below, presented in the order listed:

- a) **Administrative Elements** – The following items should be placed on **top** of your bid, in the order listed:
 - i) **One (1) HPEIRFP 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;
 - ii) **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;
- b) **One (1) Original Proposal** – This is the Proposal Document containing the Technical and Pricing responses. The title page should be marked with the text ‘**ORIGINAL**’ at the top. The Original should be left **unbound**;
- c) **1 Copies of the Proposal** – Proposals without the correct number of copies may be rejected. The title pages for the Copies should be prepared in the same way as the title page for the Original, except these should be marked with the text ‘**COPY**’ at the top. Include the completed HPEIRFP form in each copy. One of the Copies should be left unbound;
- d) **One (1) Electronic Copy**– Prepare an electronic copy of your proposal as a Portable Document Format (PDF) file (preferably), or alternately as a Word or WordPerfect file, and include this in your bid. The file name should include an abbreviated form of the Proponent's name and RFP #. Electronic copy must be on a virus-free compact disc (CD), virus- free digital versatile disc (DVD) or virus free memory stick. Label the disc or memory stick with the Proponent's name and RFP #.

4.6.3 Bid Submission

External packaging – Ensure the external packaging reflects the information listed below:

- a) Proponent's name
- b) Shipping address
- c) Telephone number
- d) Fax number
- e) RFP #

4.6.4 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.**

5.0 Response Requirements

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

5.1 Technical Response

5.1.1 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.

5.1.2 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.

5.1.3 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.

5.1.4 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, 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.

5.1.5 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.

Include his/her **resume**. This should be structured to emphasize his/her relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include **at least two project references**, including:

- Name of client organization;
- Name, title, telephone number and email of a client contact; and
- Brief description of the scope, complexity, dates and duration of the project

5.1.6 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.

5.1.7 Management of Project Risk

Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within Health PEI, and assign a severity on a defined scale. Outline risk mitigation strategies.

5.1.8 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.

5.1.9 Added Value

“Added value” is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe the aspect(s) of your proposal you believe will result in notable added value for this project and/or Health PEI as a whole.

5.1.10 Pricing Response

Provide appropriate details to support your figures, including estimates of the work effort and a breakout of expected expenses.

5.1.11 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.

5.1.12 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.

6.0 Proposal Evaluation

6.1 General Information

The Evaluation Team will consist of representatives of the Health PEI division and/or program that are sponsoring this RFP. All Evaluation Team members will be required to sign an Oath of Confidentiality, a Financial Disclosure Form, and Potential Conflict of Interest Disclosure Form. 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:

- a) 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;
- b) 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
- c) 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.

6.2 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.

6.3 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. Must have a Health Canada Medical Device License numbers for all devices quoted.
4. Devices must meet all currently applicable CSA and IEC 601 safety standards.

6.4 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 (% or points)	Minimum Score Required (% or points)	Reference Page Number
Clinical/Technical Scoring			
Product (quality, usability)	25	xx	
Ease of use	15	xx	
Quality Control (including recall history) warrenty	5	xx	
References	5	xx	
Serviceability	5	xx	
Competitive Advantage	5	xx	
Subtotal A – Clinical/Technical Score	60	60%	
Financial Scoring			
Price per unit	25	xx	
Incentive Rebates	10	xx	
Subtotal B – Financial Score	40	40%	
<u>Administrative and Legal Requirements</u> <ul style="list-style-type: none"> • 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 standard contract 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 at Subtotal A 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:

$$\text{score} = \text{weight} \times (\text{low} / \text{bid})$$

2. Health PEI **may** request the Proponent to orally present their proposal to the Evaluation Team. If so, the objectives, requirements and evaluation criteria for the presentation will be provided when the invitation to present is extended. Adequate time for preparation will be provided.

The second phase of the evaluation may be a presentation. This will include a question and answer session which will last a maximum of one hour. Only the top bidders (based upon the evaluation criteria) will be invited to present. Proponents will be asked to briefly present their proposal (30 minutes) followed by a question & answer session (30 minutes).

Clinical/Technical & Financial Scoring will be adjusted to represent the clarifications and information presented by the Proponent in the meeting.

The presentation should provide an overview of the Proponent's proposal with an emphasis on the following:

a) Understanding of Priorities

The Proponent's team should demonstrate an understanding of what is most important to the Department and how the Proponent's team proposes to address the key factors for success in the Project.

b) Capabilities for the Job

The presentation should demonstrate the Proponent's capabilities to take on the Project based on the skills and experience of all proposed resources.

c) Approach and Plan

The Proponent should describe its overall project management approach and methodologies.

d) Commitment to the Project

The Proponent Team members should each demonstrate their personal commitment to the success of the Project as well as their confidence in and comfort with that commitment. The proposed Project Manager must demonstrate the confidence, understanding and ability to undertake the challenges of this assignment.

Appendix A: Contract Terms (refer to section 4.3.1)



REQUEST FOR PROPOSALS

Tender Number: 4211

Closing Date: Jan 8, 2016

Closing Time: 2:00PM

1. Check for changes to this request

Before submitting this proposal, visit the Procurement website or phone our office to see if any Addenda detailing changes have been issued on this tender. Changes may be posted up until the tender closing time. It is your responsibility to acknowledge and take into account **ALL** Addenda.

2. Give your business information (please print)

Name of Company: _____
(if you are not a registered company, give your name)

Street Address: _____

City: _____ Province: _____

Postal Code: _____ Email Address: _____

Mailing Address (if different): _____

Phone Number: _____ Fax Number: _____

HST/GST Registration Number (BN): _____ (leave blank if NOT applicable)

3. Follow any special instructions

The full RFP document is attached to this PDF.

4. Review the following documents, which will form part of your proposal

(All documents can be found on the Procurement Services website at <http://www.gov.pe.ca/tenders>)

○ [Atlantic Standard Terms and Conditions](#)

○ [Applicable Trade Agreements](#)

5. Acknowledge receipt of addenda (if any)

ADDENDUM	SIGNATURE
Addendum #1	
Addendum #2	
Addendum #3	

Were there more than 3 addenda for this proposal? YES NO

Indicate the number of additional Addendums you have received.

Please sign indicating that you acknowledge the additional addenda noted above

6. Sign your Proposal

I confirm that the information I provided on this proposal is complete and accurate and that I am authorized to sign on behalf of the company.

Name (please print): _____ Position or Title: _____

Signature: _____ Date: _____

7. Submit Proposal To:

PROCUREMENT SERVICES
95 Rochford Street
2nd Floor South, Shaw Building, Room 27
PO Box 2000, Charlottetown, PE, C1A 7N8
Telephone: (902)368-4040

Fax and E-mail submissions are not accepted.