

Request for Proposals Terms and Conditions

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Newfoundland and Labrador Centre for Health Information***

Note: The following terms and conditions are **mandatory**. Failure to comply or agree with any will result in the automatic rejection of your proposal.

1. Glossary of Terms:

RFP	Request for Proposal.
Centre	Newfoundland and Labrador Centre for Health Information.
EHR	Electronic Health Record.
Respondent(s)/ Proponent(s)	An individual, group of individuals or a company and/or qualified personnel that submits, or intends to submit, a proposal in response to an open RFP.
Services	Includes but is not limited to, those services to be provided as described in the Requirements and/or Roles and Responsibilities section of the RFP.
Contract	Professional Services Agreement with successful Proponent to perform the Services as per the RFP. Includes Professional Services Purchase Agreement, the RFP and its terms and conditions, and Contractor's proposal with document precedence in the order named.
Contractor(s)	The successful Proponent(s) and any included subcontractors and/or consortium members, who has been approved by the Centre to provide Services and enters into a written Contract with the Centre pursuant to a RFP.
Must/Shall/Should	A requirement that is mandatory and if not met may result in rejection of the proposal.

2. Pricing assumes St. Johns, NL as the established base.
3. All costs relating to the work and materials supplied by the Proponent in responding to the RFP must be borne by the Proponent.
4. By submitting a response to this RFP, the Proponent(s) waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.
5. For the purpose of the RFP, a work day is defined as 7.0 hours.
6. The financial proposal must:
 - a. be specified in Canadian dollars,
 - b. remain in effect for 60 days after the proposal due date,
 - c. be based on a fixed price and fixed deliverable model,
 - d. clearly outline any assumptions made in calculating the fixed price cost,
 - e. outline the hourly rates within the fixed cost, and
 - f. not include effort and/or financial ranges.
7. All costs relating to living accommodations and travel to primary location of work (established base) shall be borne by the Contractor.

8. Contractor is expected to provide any and all tools and equipment required for the completion of the engagement. Appropriate office space and furniture, including printing and copying facilities and suitable meeting rooms, will be made available by the Centre as required according to the agreed work plan.
9. The RFP made by the Centre may be withdrawn and/or cancelled at any time prior to Contract execution by the Centre in its sole discretion without any recourse to the Proponent. The Centre is not bound to award a Contract to any Proponent.
10. All proposals must be received in their entirety before the submission deadline. Proponents are solely responsible for the delivery of their proposals in the manner and time prescribed.
11. In some cases RFP Response Tables must be completed and submitted with the Proponent's response. **All** cells must be completed in these tables or Proponents face disqualification. Assumptions may be included to provide additional information.
12. Any proposal received in response to a RFP may be withdrawn by written request to the Centre. The withdrawal must be signed by the Proponent, an authorized representative of the Proponent or an appropriate authorized signing officer of the corporation.
13. Unless otherwise indicated, no extensions will be granted. Late responses will be returned unopened. The onus rests with the Proponent to contact the Centre to confirm receipt of the proposal before the RFP deadline. To confirm, Proponents must contact procurement@nlchi.nl.ca.
14. Faxed responses will not be accepted. Electronic responses may be accepted. Refer to the "Submission Guidelines" section of the RFP document.
15. There will not be a public opening; however, the name of the successful Proponent will be released via a posting to the Centre's Procurement web page <http://www.nlchi.nl.ca/index.php/about-procurement>. Roles released through the Centre's Consultant Registry will not be publicly announced.
16. By submission of a proposal, the Proponent warrants that it possesses the necessary resource availability, skills, expertise and experience to complete the assignment.
17. Should the Centre deem it necessary to adjust any requirements prior to the RFP's submission deadline, an opportunity will be extended to Proponents to revise responses accordingly. Any changes to the RFP will be posted via an addendum on <http://www.nlchi.nl.ca/index.php/about-procurement>. It is the Proponent's responsibility to ensure they have all relevant materials by checking the web site.
18. Proposals submitted in response to this RFP are subject to the Access to Information and Protection of Privacy (ATIPP) Act. The Centre shall not be liable for any claims, costs, losses or damages experienced by the Proponent(s) as a result of the Centre's release of information to another party pursuant to the provisions of the ATIPP Act or due to any other legal requirements. Proponents should familiarize themselves with the provisions of the ATIPP Act.
19. While the Centre has used considerable effort to ensure the accurate representation of information in the RFP, nothing in the RFP is intended to relieve Proponents from seeking additional information and forming their own opinions and conclusions with respect to the matters addressed in the RFP.
20. The proposed project team, as presented by the Proponent in its RFP response to the Centre,

will ultimately commence and complete the project work as outlined. Unless warranted circumstances prevail, personnel substitutions will not be permitted. The Centre reserves the right, in its sole discretion, to deny any request for replacement personnel and reject any proposed replacement personnel. Remedial action may be required on behalf of the Centre should the dynamic of the originally proposed project team be altered to negatively impact the project.

21. Respondents must confirm that the lead organization, in the case of a consortium, will liaise with the Centre and must have the authority to sign on behalf of the partnership and bind the partnership with respect to all statements, undertakings, actions, and agreements made on behalf of the partnership.

22. Responses must include a minimum of two references. References must include:

- a. organization name;
- b. description of work performed; and
- c. contact information of the individual the proposed resource directly reported to.

23. All times listed in the RFP document will be Newfoundland Time (NT).

24. Responses must be marked "CONFIDENTIAL" and must be addressed to:

Business Services Officer
Supply Chain Management and Facilities Division
Business Services and Finance Department
NL Centre for Health Information
70 O'Leary Avenue
St. John's, NL A1B 2C7

25. Proponents can direct their written inquiries and questions related to RFP's to the Centre's Procurement Office via procurement@nlchi.nl.ca.

Information obtained from any source outside the documents located on the website, is not official and may be inaccurate and therefore not binding.

26. The Proponent shall not use the Centre's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without the Centre's prior written consent.

27. Proposal submissions will be evaluated by an evaluation committee comprised of Centre management and staff.

28. Proposals will be evaluated on the basis of key considerations noted in the evaluation criteria which include, but are not limited to: all relevant legal and financial considerations, capability of Proponent, and technical adequacy of the proposal including appreciation of scope of services.

29. If a Proponent has completed work for the Centre in the past, performance from that engagement may be considered in the evaluation of future bids from that Contractor and/or individual Proponent(s).
30. If a Proponent has worked as an employee of the Centre in the past, s/he will not be permitted to work with the Centre on a Contract basis for one year following the final date of their employment with the Centre.
31. The working language for all communications associated with this RFP shall be in English. Personnel assigned to complete services outlined in the RFP are expected to be proficient in English. All deliverable documentation shall be in English.
32. Proposals submitted shall be final and may not be altered by subsequent offerings, discussions or commitments unless the Contractor is requested to do so by the Centre. For further clarity, the Centre reserves the right to request additional information with selected Contractors to discuss the proposals after they are submitted and to seek clarifications if required.
33. The Centre must hold an interview with the preferred proposed Candidate(s) prior to selection, unless deemed unnecessary by the Centre.
34. The Centre reserves the right to accept any or no responses.
35. The proposals and accompanying documentation submitted by the Proponents in response to the RFP are the property of the Centre and will not be returned to Contractors (other than those received after the closing date).
36. All RFP responses (other than the successful candidate) will be destroyed in a safe and private manner within 6 months of the RFP closing date.
37. The submission of a proposal from any Proponent does not in any manner create a Contractual obligation between the Centre and the Proponent. The Centre is not obliged to a Proponent in any manner whatsoever until such time that a written Contract is executed as it relates to a proposal approved by the Centre as submitted by a Proponent.
38. The successful Proponent may be required, with respect to each proposed individual, to provide:
 - a. Verification of educational credentials and/or designations;
 - b. Canadian equivalence for credentials and/or designations earned outside Canada; and,
 - c. other background educational information such as industry accreditation for the educational facility.

The Centre reserves the right to undertake a review to confirm professional credentials and experience at any time during the RFP process and any subsequent agreement. The Centre reserves the sole discretion to determine whether or not key personnel of the Proponents have the appropriate qualifications.

39. Following the Centre's announcement of the successful Proponent(s) (after Contract has been awarded), any unsuccessful Proponent may contact the Centre and request a debriefing meeting which will be scheduled by the Centre.

40. The Centre reserves the right to select a submission that is not the highest score bid, and to refuse any submission that does not meet the information or timing requirements of this RFP.
41. The Centre reserves the right to award to one or multiple proponents.
42. The Centre cannot guarantee the volume of work it will provide to any Proponent. The selected Proponent(s) will be allocated work as outlined in the RFP or on an “as required” basis.
43. It is essential that the proposal thoroughly addresses and completes each requirement identified in the RFP document, as incomplete proposals will be declared “non-responsive”. Proposals that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.
44. No work will begin without a Contract fully executed between both parties. The successful Proponent shall be responsible for compliance with the terms and conditions outlined in the Centre’s Professional Services Agreement Template (sample available at <http://www.nlchi.nl.ca/index.php/about-procurement>). Extensions to the Contract, if required and authorized by the Centre, will be done in accordance with Newfoundland and Labrador provincial government legislation.
45. During Contract execution the successful Proponent and/or Consultant(s) performing the work, as described in this RFP document, will be required to sign privacy and confidentiality documents. These documents include, but are not limited to, the Confidentiality Agreement and the Confidentiality Oath/Affirmation posted on the Centre’s procurement page (<http://www.nlchi.nl.ca/index.php/about-procurement>). Privacy training led by a representative of the Centre may also be a requirement.
46. Under no circumstances will the Centre compensate resources for project-related travel without prior approval.
47. Claims made by the Proponent in the proposal will constitute Contractual warranties. Any provision in the proposal may, in the Centre’s sole discretion, be included as a provision of the agreement made between the Centre and the successful Proponent. In case of conflict between the written agreement between the Centre and the successful Proponent and the RFP and proposal, the terms of the written agreement shall prevail.
48. The Centre shall review any submissions by Proponents and may reject any proposals where, in the opinion of the Centre, the Proponent could be in conflict of interest or be perceived as having a possible conflict of interest.
49. The successful Proponent will be required to provide a Certificate of Conduct for the selected individuals.
50. The successful Proponent must be in good standing with, and may be required to provide a letter from, the Workplace Health, Safety and Compensation Commission (WHSCC) prior to receiving any payments for work performed.
51. The successful Proponent can not engage in any work unless a Purchase Order is received from the Supply Chain division. This includes change controls for new work that has been identified during the project lifecycle.
52. The project shall be deemed to have been completed when the Centre formally accepts in a manner outlined in the Contract all deliverables associated with this engagement.

53. The successful Proponent, not the individual personnel engaged, will be party to the Contract for professional services signed with the Centre and it will be responsible for Contract execution. Any errors and omissions during the conduct of the Contract are the responsibility of the successful Proponent.
54. The RFP itself, including its terms and conditions, and the successful Proponent's response will form part of the professional services Contract by attachment and incorporation by reference.
55. If the Proponent is a corporation, the organization must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction. The organization must also register in the Province of Newfoundland & Labrador, pursuant to the Newfoundland & Labrador Corporations Act.
56. The services requested in the RFP may provide the successful Proponent access to intellectual property and confidential information regarding the Centre, the RHAs and their projects. The successful Proponent will be required to sign a Confidentiality Agreement with the Centre.
57. Any provision in the response may be included as a direct provision of the Contract. Contracts relative to the RFP will:
 - a. be governed by the laws of the Province of Newfoundland and Labrador;
 - b. not be assignable by the Contractor without the prior written consent of the Centre;
 - c. be based on a fixed price and fixed deliverable model (financial ranges should not be included);
 - d. provide that the Centre retains copyright of any documentation, standards, intellectual property or any other relevant materials as developed as part of this project, and the Contractor will, upon either completion or termination of the project, immediately transfer to the possession of the Centre on all related project materials, whether in draft or completed form; and
 - e. contain the terms and conditions as prescribed by the Centre.
58. The Centre reserves the right to review and evaluate service delivery throughout the relationship period. Poor or inadequate performance will be noted and repeated incidents of such performance may be grounds for dissolving the relationship.