LOCAL HEALTH INTEGRATION NETWORK

REQUEST FOR PROPOSALS FOR

GOODS AND/OR SERVICES

Physician Lead, Scarborough North Sub-Region

RFP 02-17

November 22, 2017

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NON-BINDING REQUEST FOR PROPOSALS

SECTION 1 – INTRODUCTION

1.1 General

(1) This Request for Proposals ("RFP") is issued by the Central East Local Health Integration Network ("Central East LHIN") named in the Data Sheet in respect of the goods and/or services set out briefly in the RFP Data Sheet attached as Schedule 1 to this RFP (the "RFP Data Sheet"). A detailed description of the goods and/or services that are the subject of this RFP is contained in the Draft Agreement (the "Goods and/or Services") or, if a Draft Agreement is not attached as a schedule to this RFP, in the RFP Data Sheet. The RFP number is set out in the RFP Data Sheet (the "RFP Number").

(2) The purpose of this RFP Process is to select a negotiation partner or partners with whom LHIN intends to enter into negotiations in an effort to reach an agreement to provide the Goods and/or Services.

(3) In this RFP, parties that submit documents in response to this RFP are referred to as "Respondents" and their submissions are referred to as "Proposals". Each team member, if any, constituting a Respondent's team is referred to as a "Respondent Team Member". The entity that is selected by LHIN to enter into the final agreement (the "Final Agreement") is referred to as the "Successful Respondent".

(4) Where a Respondent has obligations to conduct itself in accordance with requirements set out in the RFP Documents or where the Respondent's rights or remedies have been limited by the RFP Documents, such obligations and limitations apply to the Respondent itself, any members of the Respondent's team, and any of their respective employees, consultants, advisors and representatives. For clarity, the Respondent is obliged to ensure that the Respondent Team Members, and the employees, consultants, advisors and representatives of the Respondent and the Respondent Team Members comply with the requirements imposed on the Respondent pursuant to the RFP Documents.

(5) The procurement process to select a Successful Respondent shall commence with the issuance of this RFP and, except as provided in RFP Section 3.8.1, the procurement process shall terminate either,

(a) on the cancellation or discontinuation of this RFP Process by LHIN, if such cancellation or discontinuation occurs; or

(b) on the execution of a Final Agreement by the Successful Respondent and LHIN,

whichever is first. The procurement process from the issuance of this RFP until the end of the procurement process as set out in this RFP Section 1.1(5) is referred to as the "RFP Process".

1.2 Prequalified Parties

(1) In some circumstances, LHIN restricts participation in a request for proposals process to prequalified parties ("Prequalified Parties"). If Respondents must have been prequalified to participate in this RFP Process, the prequalification requirement will be set out in the RFP Data Sheet. In the event that a prequalification process preceded this RFP Process, the prequalification documents submitted by each of the Prequalified Parties are referred to as a Prequalified Party's "Prequalification Submission".

1.3 Respondent Representatives and Communication

(1) All correspondence from LHIN to a Respondent will be sent to either,

(a) if applicable, the person identified, in the Respondent's Prequalification Submission, to receive information and notices on behalf of the Respondent;

(b) the person to whom the RFP Documents were originally provided;

(c) the Respondent's contact person identified on BRAVOSOLUTIONS; or

(d) the person identified, in the Respondent's Proposal, to receive information and notices on behalf of the Respondent,

(the "Respondent Representative").

(2) Each Respondent is solely responsible to ensure that all contact information of the Respondent Representative is accurate and updated at all times during the RFP Process. Respondents may update or revise their Respondent Representatives' information by notifying the Contact Person, in writing.

SECTION 2 – THE RFP DOCUMENTS AND THE DATA ROOM

2.1 RFP Documents

(1) The RFP Documents (the "RFP Documents") are:

(a) this RFP document;

(b) Schedule 1 – RFP Data Sheet;

(c) Schedule 2 – RFP Submission Requirements;

(d) Schedule 3 – Proposal Submission Form;

(e) Schedule 4 – Draft Form of Agreement;

(f) Addenda to the RFP Documents, if any.

(2) Subject to RFP Section 2.2.1(1), the RFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

2.2 Conflicts or Inconsistencies in Documents and Respondent Document and Information Review

2.2.1 Conflicts or Inconsistencies in Documents

(1) For the purpose of the RFP Process, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising RFP Documents the following shall apply:

(a) in respect of matters of interpretation related to the RFP Process and all competitive procurement process matters, this RFP shall prevail over the Schedules to this RFP; and

(b) in respect of all matters of interpretation of the nature of the Goods and/or Services and the Draft Agreement, the Draft Agreement shall prevail over this RFP and all other Schedules to this RFP; and

(c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the Draft Agreement, the provisions of the Draft Agreement dealing with conflicts or inconsistencies shall govern.

2.2.2 Respondent Review of Documents and Information

(1) Despite RFP Section 2.2.1(1), if the Respondent believes that there is any term or condition in any RFP Document that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the RFP Documents, the Respondent shall notify LHIN of that ambiguity, conflict or inconsistency in accordance with RFP Section 3.2.

(2) It is the Respondent's obligation to seek clarification from LHIN of any matter it considers to be unclear in accordance with RFP Section 3.2. LHIN is not responsible in any way whatsoever for any misunderstanding by the Respondent of the RFP Documents, background information provided by LHIN, responses to questions, or any other type of information provided by or communication made by LHIN.

2.3 Distribution of RFP Documents to Respondents

(1) LHIN will circulate this RFP and all other RFP Documents, including Addenda, as set out in the RFP Data Sheet.

2.4 Respondent Investigations

(1) Each Respondent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Respondent to satisfy itself as to all existing conditions affecting the Goods and/or Services or the Draft

Agreement. The Respondents' obligations set out in this RFP Section 2.4 apply irrespective of any background information provided by LHIN or information contained in the RFP Documents or in responses to questions.

(2) LHIN does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Respondents. The Respondents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Respondents on any and all such information shall be at the Respondents' sole risk and without recourse against LHIN.

2.5 Background Information and Data Room

(1) LHIN may provide various types of additional background information for the Proponents' review and information as indicated in the RFP Data Sheet.

(2) LHIN may establish an electronic data room (the "Data Room") at a secure website address as indicated in the RFP Data Sheet. The Data Room may be used for the provision of background information or for any other purpose as indicated in the RFP Data Sheet.

(3) If LHIN provides a Data Room for this RFP, each Respondent is solely responsible to ensure that it:

(a) contacts the Contact Person at the coordinates set out in the RFP Data Sheet to arrange access to the Data Room;

(b) has the appropriate software which allows the Respondent to access the Data Room; and

(c) checks the Data Room frequently and, at all times during the RFP Process keeps itself informed of the information available in the Data Room.

SECTION 3 – THE RFP PROCESS

3.1 RFP Process Timetable

(1) The deadline for the submission of Proposals (the "Submission Deadline") and the general timetable for the RFP Process (the "Timetable") are set out in the RFP Data Sheet.

(2) LHIN may amend the Timetable in its sole discretion:

(a) at any time prior to the Submission Deadline for events that are to occur prior to or on the Submission Deadline, including the Submission Deadline itself; and

(b) at any time in the RFP Process for events that are to occur after the Submission Deadline.

(3) As a courtesy to LHIN, Respondents are requested and encouraged to notify LHIN, by email addressed to the Contact Person and by the time and date set out in the Timetable, whether or not the Respondent intends to submit a Proposal in response to this RFP.

3.2 Respondent Questions

3.2.1 Contact Person

(1) The Respondents shall submit all questions and other communications regarding the RFP Documents, the RFP Process and their Proposals to the contact person named in the RFP Data Sheet (the "Contact Person") electronically at the coordinates listed in the RFP Data Sheet.

3.2.2 Submitting Questions

(1) Respondents shall submit questions in accordance with the deadlines set out in the Timetable, in the form set out in the RFP Data Sheet and the following:

(a) Respondents may categorize their questions as either,

(i) questions that are of general application and that would apply to other Respondents ("General Questions"); and

(ii) questions that the Respondent considers to be commercially sensitive or confidential to that particular Respondent ("Confidential Questions").

(b) If LHIN disagrees with the Respondent's categorization of a question as a Confidential Question, LHIN will give the Respondent an opportunity to either categorize the question as a General Question or to withdraw the question.

(c) If LHIN determines, in its sole discretion, that a Confidential Question, even if it is withdrawn by a Respondent, is of general application or would provide a significant clarification of the RFP Documents or RFP Process to Respondents, LHIN may issue a clarification to Respondents that deals with the same subject matter as the withdrawn Confidential Question.

(d) If LHIN agrees with the Respondent's categorization of a Confidential Question, then LHIN will provide a response to that question to only the Respondent that submitted the question.

(2) Responses to questions prepared and circulated by LHIN are not RFP Documents and do not amend the RFP Documents. Only a response to an question that has been incorporated into or issued as an Addendum will modify or amend the RFP Documents and, otherwise, responses to questions will have no force or effect whatsoever and shall not be relied upon by any Respondent.

(3) LHIN may, in its sole discretion, distribute responses to questions of a minor or administrative nature to only the Respondent who submitted the minor or administrative question.

3.3 Communications Restrictions

3.3.1 Prohibited Contacts

(1) Respondents and their advisors, employees and representatives are prohibited from engaging in any effort to influence the outcome of the RFP Process.

(2) Without limiting the generality of RFP Section 3.3.1(1), neither Respondents or any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:

(a) The Central East LHIN;

(b) any member of the Evaluation Committee;

(c) the Ministry of Health and Long-Term Care or any other Ministry, agency or entity listed in the RFP Data Sheet;

(d) any Member of the Provincial Parliament (including the Premier);

(e) the Premier of Ontario's office or the Ontario Cabinet office; or

(f) any directors, officers, employees, agents, representatives, advisors or consultants of any entity listed in RFP Sections 3.3.1(2)(a) to 3.3.1(2)(e).

(3) If a Respondent, in the opinion of the RFP Coordinator, contravenes RFP Section 3.3.1(1), LHIN may, in its sole discretion, disqualify the Respondent or impose conditions on the Respondent's continued participation in the RFP Process that LHIN considers, in its sole discretion, to be appropriate.

(4) For clarity, LHIN is not obliged to take any of the actions set out in RFP Section 3.3.1(3).

3.3.2 Media Releases, Public Disclosures and Public Announcements

(1) A Respondent shall not, and shall ensure that its representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP Process, the RFP Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of LHIN.

3.3.3 Restrictions on Communications between Respondents – No Collusion

(1) A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own

Proposal or the Proposal of the other Respondent. Respondents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Respondent.

3.4 Meetings with Respondents

3.4.1 Respondents Meeting(s)

(1) LHIN may, in its sole discretion, convene Respondents meetings (each, a "Respondents Meeting") as set out in the RFP Data Sheet. While attendance at a Respondents Meeting is not mandatory, Respondents are strongly encouraged to attend. A Respondent's failure to attend a Respondents Meeting is at the Respondent's sole risk and responsibility.

(2) No statement, consent, waiver, acceptance, approval or anything else said or done in any Respondents Meetings by LHIN or any of their respective Advisors, employees or representatives shall amend or waive any provision of the RFP Documents, or be binding on CCAC or be relied upon in any way by Respondents, except when and only to the extent expressly confirmed in an Addendum to the RFP Documents issued in accordance with RFP Section 3.7.

3.5 Site Visits

(1) LHIN may conduct site visits in this RFP Process in accordance with the following:

(a) LHIN may invite Respondents to visit LHIN's facilities in order to better understand LHIN and LHIN's requirements relating to this RFP; and

(b) LHIN may notify one or more Respondents that LHIN intends to visit the Respondent's facilities in connection with this RFP Process.

(2) Respondents are encouraged but not required to attend any site visit undertaken pursuant to RFP Section 3.5(1)(a).

(3) Any site visit undertaken with Respondents pursuant to RFP Section 3.5(1)(b) shall be conducted in accordance with the requirements set out in the RFP Data Sheet.

3.6 Changes to Respondents and Respondent Team Members

(1) If,

(a) a prequalification process has preceded this RFP Process and the Respondent has been prequalified on the basis of a named Respondent team, named subcontractors or named individuals; or

(b) following submission of a Proposal, the Respondent wishes to change its team, subcontractors or named individuals,

the Respondent is prohibited from changing its team, subcontractors or named individuals without the prior written consent of LHIN.

3.7 Addenda/Changes to the RFP Documents

(1) LHIN may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. LHIN shall issue changes to the RFP Documents by Addenda only. No other statement, whether oral or written, made by LHIN or its representatives, including, for clarity, the Contact Person, or any other person, shall amend the RFP Documents. The approximate final date that LHIN will issue an Addendum in respect of the Draft Agreement, if applicable, is set out in the Timetable. LHIN may issue other Addenda at any time.

(2) The Respondent is solely responsible to ensure that it has received all Addenda issued by LHIN. Respondents may, in writing, seek confirmation of the number of Addenda issued under this RFP from the Contact Person.

(3) Any reference to any one or all of the RFP Documents in the RFP Documents includes any amendments to the RFP Documents made in accordance with this RFP Section 3.7.

3.8 Confidentiality and IP Matters

3.8.1 Freedom of Information and Protection of Privacy Act

(1) LHIN may disclose to the Government of Ontario any information with respect to the Respondent, the Proposals, the RFP Process (including any information obtained in the site visit) or any Agreements between LHIN and Successful Respondents. Respondents acknowledge that information provided to the Government of Ontario is subject to the *Freedom of Information and Protection of Privacy Act*, (Ontario) R.S.O. 1990, c.F.31 ("FIPPA"). Respondents are advised that FIPPA does provide protection for confidential and proprietary business information. Proponents are strongly encouraged to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked in their Proposals.

3.8.2 Confidentiality

(1) All information, of any kind whatsoever and in any format, supplied by LHIN to the Respondents during the RFP Process and any information derived from such information ("Confidential Information"),

(a) is the property of LHIN and must be treated as confidential;

(b) is not to be used for any purpose whatsoever other than replying to this RFP and the fulfillment of the Successful Respondent's obligations under any subsequent Final Agreement;

(c) shall not be disclosed to any third party without prior written authorization from LHIN; and

(d) shall be returned by the Proponents to LHIN no later than ten calendar days after a written request from LHIN for the return of such Confidential Information.

(2) The Respondent agrees that LHIN may disclose Proposals, information collected at any site visits, and all information submitted in or related to the Respondents' Proposals, to the Government of Ontario.

(3) LHIN may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf of LHIN and LHIN may,

(a) make copies of the Proposal; and

(b) retain the Proposal.

(4) LHIN may disclose any information with respect to the Respondents, the Respondent Team Members, the Proposals and the RFP Process as required by Applicable Law.

(5) The Respondent shall not require LHIN or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP Process.

(6) Notwithstanding RFP Section 8.2.1, the provisions of this RFP Section 3.8.2 shall be binding and shall survive any cancellation of this RFP and the conclusion of the RFP Process.

3.8.3 Ownership of Proposals

(1) All Proposals submitted before the Submission Deadline shall become the property of LHIN and will not be returned to the Respondent. For clarity, this RFP Section 3.8.3 applies to Proposals that are withdrawn after the Submission Deadline and are no longer under consideration in the RFP Process.

3.9 Conflict of Interest and Ineligible Persons

(1) Each Respondent shall disclose any potential, perceived or actual conflict of interest of the Respondent ("Conflict of Interest") to the Contact Person and in its Proposal Submission Form, in accordance with this RFP Section 3.9. LHIN may, in its sole discretion, waive any Conflict of Interest or may impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest.

(2) Upon discovery of a Conflict of Interest, Respondents shall promptly disclose the Conflict of Interest in a written statement to the Contact Person. If LHIN discovers a Respondent's failure to disclose a Conflict of Interest, LHIN may disqualify the Respondent or terminate any Final Agreement awarded to that Respondent pursuant to this RFP Process.

(3) If, in the sole discretion of LHIN, a Respondent is determined to have a Conflict of Interest that, in LHIN's sole discretion, cannot be managed, mitigated or

minimized, LHIN may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Respondent.

(4) As a result of their involvement in the subject matter of this RFP, the persons named in the RFP Data Sheet as "Ineligible Persons", their employees, and any of their subcontractors, advisors, consultants or representatives engaged in respect of the subject matter of this RFP and, except with the prior written consent of LHIN, any person controlled by, that controls or that is under common control with the Ineligible Persons (each an "Ineligible Person's Affiliate") are not eligible to participate as a member or advisor to any Respondent in this RFP Process.

3.10 Respondent Costs

(1) The Respondent shall bear all costs and expenses of any kind whatsoever incurred by it relating to any aspect of its participation in this RFP Process.

(2) LHIN is not liable to pay any costs or expenses of any kind whatsoever of any Respondent or to reimburse or compensate a Respondent for costs or expenses of any kind whatsoever in respect of its participation in the RFP Process, regardless of the outcome of the RFP Process.

3.11 Applicable Law

(1) This RFP and the Final Agreement shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Applicable Law").

SECTION 4 – PREPARATION, SUBMISSION, WITHDRAWAL AND MODIFICATION OF THE PROPOSAL

4.1 Format and Content of the Proposal

(1) Respondents shall prepare their Proposals in accordance with and in the content and format requirements set out in Schedule 2 to the RFP.

4.2 Submission of Proposals

(1) Each Respondent shall submit its Proposal on or before the Submission Deadline. Each Respondent shall submit its Proposal in the format, either in hard copy or electronically, required by LHIN as set out in the RFP Data Sheet. For the purposes of the RFP Process, the determination of whether the Proposal is submitted on or before the Submission Deadline shall be based on:

(a) for Proposals submitted in hard copy, the time and date stamp the Respondent must ensure it receives from LHIN at the address for submission set out in the RFP Data Sheet; and

(b) for Proposals submitted electronically, the time and date stamp that the Proposal is received by the LHIN Contact Person.

For clarity, the time and date of an electronic submission is solely determined by the time and date the Proposal is received by LHIN in accordance with RFP Section 4.2(1)(b) and without consideration as to the time or date it was sent by the Respondent. A Proposal received after the Submission Deadline, in each case as documented by the applicable time and date stamp, shall be returned unopened to the sender and, in the case of electronic submissions, deleted from the mailbox of the LHIN Contact Person.

(2) It is the sole responsibility of the Respondent to ensure that the Proposal is received by LHIN on or before the Submission Deadline and, for hard copy submission, to ensure it receives a date and time stamp receipt from LHIN confirming the timely delivery of the Proposal. Unless otherwise set out in the RFP Data Sheet, LHIN will not accept Proposals delivered by electronic mail or facsimile.

(3) If a Draft Agreement is attached as a schedule to this RFP, Respondents should prepare their Proposals assuming that the key terms and conditions set out in the Draft Agreement will be required in any Final Agreement. In any negotiation, the Respondent will be considered to have taken these key terms and conditions into account in its Proposal and in its pricing.

(4) LHIN may, in its sole discretion, decline to enter into negotiations or may cease negotiations, irrespective of the Respondent's ranking in the evaluation process, with any Respondent if it becomes apparent that a Respondent has not prepared its Proposal taking into account the terms and conditions of the Draft Agreement (if a Draft Agreement is attached as a schedule to this RFP), in accordance with RFP Section 4.2(3).

4.3 Withdrawal of Proposals

(1) A Respondent may withdraw its Proposal at any time by providing notice in writing to the Contact Person. If a Respondent withdraws its Proposal after the Submission Deadline, LHIN may, in its sole discretion, impose an evaluation penalty on the Respondent in any or all future LHIN competitive procurement processes.

(2) If a Respondent withdraws or attempts to amend its pricing after the Submission Deadline, LHIN may, in its sole discretion, cease to consider the Respondent's Proposal any further in the RFP Process and may, as applicable, cease any negotiations with the Respondent. If a Respondent withdraws or attempts to amend its pricing after the Submission Deadline, LHIN may, in its sole discretion, impose an evaluation penalty on the Respondent in any or all future LHIN competitive procurement processes.

4.4 Amendment of Proposal

(1) Respondents may amend their Proposals after submission but only if the Proposal is resubmitted on or before the Submission Deadline in accordance with the following:

(a) the Respondent shall withdraw its original Proposal by notifying the Contact Person in writing before the Submission Deadline; and

(b) the Respondent shall submit a revised replacement Proposal in accordance with the RFP Documents and on or before the Submission Deadline in accordance with the requirements of RFP Section 4.1.

SECTION 5 – EVALUATION, CLARIFICATION AND VERIFICATION OF PROPOSALS

5.1 Evaluation Committee

(1) LHIN will establish an evaluation committee (the "Evaluation Committee") for the purpose of evaluating Proposals in accordance with the RFP Documents. LHIN, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee and any sub-committees of the Evaluation Committee and whether the Evaluation Committee will be assisted by LHIN advisors.

(2) If a member of the Evaluation Committee or, if applicable, an evaluation sub-committee, becomes unable to continue serving on the Evaluation Committee, LHIN may, in its sole discretion, elect whether or not to replace the individual.

5.2 LHIN's Clarification and Verification of Proposals

(1) LHIN may:

(a) require the Respondent to clarify or verify the contents of its Proposal or any statement made by the Respondent;

(b) require the Respondent to submit supplementary documentation clarifying or verifying any matters contained in its Proposal; and

(c) seek a Respondent's acknowledgement of LHIN's interpretation of the Proposal or any part of the Proposal.

(2) LHIN is not obliged to seek clarification or verification of any aspect of a Proposal or any statement by a Respondent, including an ambiguity in a Proposal or in a statement made by a Respondent.

(3) Any written information received by LHIN from a Respondent pursuant to a request for clarification or verification from LHIN as part of the RFP Process may, in LHIN's sole discretion, be considered as an integral part of the applicable Proposal.

5.3 Evaluation Process

5.3.1 Compliance of Proposals

(1) Respondents are strongly encouraged to prepare and submit their Proposals in accordance with the requirements of the RFP Documents.

(2) Unless the RFP Documents explicitly state that a Respondent will or may be disqualified for a particular failure to comply with the requirements of the RFP Documents, Respondents will not be disqualified for failing to comply with the requirements for the format or content of their Proposals or, for clarity, with Schedule 2.

However, Respondents are likely to be penalized in the evaluation of their Proposals if they fail to comply with the requirements of the RFP Documents.

(3) For clarity, the use of the terms "shall" or "must" in the RFP Documents does not supersede the approach to compliance set out in this RFP Section 5.3.1 and is not intended to indicate that a failure to comply with the applicable requirement will result in disqualification.

5.3.2 Evaluation of Proposals

(1) The Respondents' Proposals will be reviewed and evaluated by the Evaluation Committee on the basis of the evaluation criteria set out in the RFP Data Sheet (together, the "Evaluation Criteria" and each, an "Evaluation Criterion").

(2) LHIN may require that Respondents receive a pre-established minimum passing score before being eligible to be considered further in the RFP Process (including being eligible for an interview, presentation, site visit or demonstration (each a "Visit")). If LHIN intends to require a minimum passing score in this RFP Process, the required minimum passing score and any related requirements are set out in the RFP Data Sheet. Failure to achieve a minimum passing score may prevent a Respondent from being eligible to be considered further in the RFP Process.

(3) The LHIN may, in its sole discretion, establish a short-list of Respondents. If the LHIN intends to establish a short-list, the process for establishing a short-list will be set out in the RFP Data Sheet and only those Respondents that meet the requirements set out in the RFP Data Sheet will be eligible to be considered further in the RFP Process.

5.3.3 Interviews, Presentations, Site Visits and Demonstrations

(1) LHIN, may in its sole discretion and based on the Respondents' scores after the evaluation of the Proposals, conduct Visits for some or all of the Respondents or require some or all of the Respondents to prepare and conduct oral presentations of the applicable Respondent's Proposal, and LHIN may, in its sole discretion,

(a) determine the number of Respondents to be asked to participate in a Visit or to make oral presentations;

(b) determine the content and length of the Visits or oral presentations; and

(c) request that specific individuals from the Respondent or the Respondent Team Members be present at the Visit or oral presentations.

Respondents will not be permitted to add to or alter their Proposals through the Visit or oral presentation process.

(2) Whether LHIN intends to conduct Visits or oral presentations as well as any rules that apply to the scoring of Visits and oral presentations are set out in the RFP Data Sheet. Instructions and a specific list of questions about each Respondent's Proposal may be provided in advance to those Respondents selected for a Visit or oral presentation.

5.3.4 Final Proposal Score and Ranking Respondents

(1) The score established based on RFP Section 5.3.2(1) and, if applicable, RFP Section 5.3.3(2), shall be the Final Proposal Score.

5.3.5 Event of a Tie

(1) In the event that the determination in RFP Section 5.3.4 results in two or more of the highest ranked Proposals being ranked equally, the Successful Respondent will be the Respondent with the highest score for the Evaluation Criterion that has the highest weighting as set out in the RFP Data Sheet.

(2) If, after the determination set out in RFP Section 5.3.5(1), two or more of the highest ranked Respondents have equal scores for the Evaluation Criterion with the highest weighting, the Successful Respondent will be the Respondent with the highest score for the Evaluation Criterion with the second highest weighting as set out in the RFP Data Sheet.

(3) If, after the determination set out in RFP Section 5.3.5(2), two or more of the highest ranked Respondents have equal scores for the Evaluation Criterion with the second highest weighting, the Successful Respondent will be the Respondent with the highest score for the Evaluation Criterion with the third highest weighting as set out in the RFP Data Sheet.

SECTION 6 – GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

6.1 LHIN Evaluation Discretion

(1) LHIN intends to reserve a high level of discretion in the evaluation of Proposals and intends to select a negotiation partner, or negotiations partners, with whom LHIN believes it is most likely to be able to successfully negotiate a Final Agreement. In its selection of a negotiation partner(s), LHIN intends to apply evaluation criteria that are both subjective and objective and that may or may not be disclosed to the Respondents.

6.2 Respondent's Past Performance and Publicly Available Information

(1) LHIN may, in its sole discretion, consider:

(a) any instances of poor performance by a Respondent that LHIN has experienced; and

(b) any publicly available information about a Respondent that is, in LHIN's sole discretion, credible information, in its evaluation of Proposals.

6.3 Disqualification

(1) LHIN may, in its sole discretion, disqualify a Respondent or reverse its decision to identify a Respondent as a Negotiations Respondent or a Successful Respondent at any time prior to the execution of the Final Agreement if,

(a) the Respondent fails to cooperate in any attempt by LHIN to clarify or verify any information provided by the Respondent;

(b) the Respondent contravenes RFP Sections 3.3.1 or 3.3.2;

(c) the Respondent fails to comply with Applicable Law;

(d) the Respondent's Proposal contains false or misleading information or a misrepresentation;

(e) in the opinion of LHIN, acting reasonably, the Respondent or any of its representatives directly or indirectly colluded with one or more other Respondents or their representatives in the preparation or submission of the Respondent's Proposal or otherwise contravened RFP Section 3.3.3; or

(f) the Respondent has committed a material breach of any existing agreement between the Respondent and LHIN.

SECTION 7 – COMPETITION, NEGOTIATIONS AND THE IDENTIFICATION OF A SUCCESSFUL RESPONDENT

7.1 Evaluation Results and the Identification of a Successful Respondent or Negotiations Respondents

(1) At the end of the evaluation process, LHIN may identify one or more Respondent(s) with whom it wishes to enter into negotiations (each, a "Negotiations Respondent"). Negotiations may, in the sole discretion of LHIN, be carried out in sequence (starting with the highest ranked Respondent) or in parallel. Negotiations are intended to lead to the identification of one of the Negotiations Respondents as the Successful Respondent, if the negotiations with one of the Negotiations Respondents can be concluded successfully.

(2) Negotiations in this RFP Process may include negotiations with respect to price, payment, change to the scope of Goods and/or Services, business synergies between LHIN and a Respondent, and any other terms and conditions that, LHIN, in its sole discretion, wishes to raise for negotiation. If a Draft Agreement is attached as a schedule to this RFP, negotiations may proceed on new and different terms and conditions than those set out in the Draft Agreement (including a change to the Goods and/or Services set out in the Draft Agreement), without offering other Respondents either an opportunity to negotiate or the opportunity to amend their Proposals.

(3) LHIN may, in its sole discretion, impose time limits on negotiations with any Negotiations Respondent. In the event that the any Negotiations Respondent is unable to successfully complete negotiations with LHIN, then LHIN may, in LHIN's sole discretion, commence negotiations with an alternate Respondent or Respondents.

7.2 LHIN Authorization and Approvals

(1) The Successful Respondent acknowledges and agrees that the entering into of the Final Agreement by LHIN is conditional on and subject to LHIN obtaining any necessary authorizations and approvals required in connection with the Goods and/or Services.

7.3 Notification If Successful Or Not

(1) The successful and unsuccessful Respondents shall be notified by LHIN in writing as to their success or failure in the RFP Process.

7.4 Debriefing of Respondents

(1) Except as set out in the RFP Data Sheet, LHIN shall, at the request of a Respondent, carry out information sessions with the unsuccessful Respondent(s) to explain LHIN's evaluation of the Respondent's Proposal (the "Debriefing Sessions").

(2) The scheduling of the Debriefing Sessions shall be determined by LHIN. Unless otherwise determined by LHIN, Debriefing Sessions shall not be held until after the execution of the Final Agreement.

(3) The successful Respondent may request a debriefing which debriefing LHIN may provide at its convenience.

SECTION 8 – GENERAL LEGAL MATTERS AND RIGHT TO ACCEPT OR REJECT

8.1 General Rights of LHIN

(1) LHIN may, in its sole discretion,

(a) reject any or all of the Proposals;

(b) accept any Proposal;

(c) if only one Proposal is received, elect to accept or reject it;

(d) elect to cancel the RFP Process at any time before the end of the RFP Process (including after the identification of a Successful Respondent) but, for clarity, before execution of the Final Agreement;

(e) after a LHIN cancellation of the RFP Process, if any, subsequently advertise or call for new submissions for the same or different subject matter of these RFP Documents with the same or different participants; and

(f) alter the Timetable, the RFP Process or any other aspect of the RFP Documents.

(2) LHIN shall not be liable for any expense, cost, loss or damage incurred or suffered by any Respondent or any of its representatives or any person connected with any one of them, as a result of any action taken by LHIN in accordance with RFP Section 8.1.

8.2 **Legal Issues and Limits on Liability**

8.2.1 No Contract Created by this RFP

(1) This document is a request for proposals in respect of the Goods and/or Services and is not a tender. Neither the RFP Documents nor the submission of any Proposals in response to the RFP Documents shall, in any way whatsoever, create a binding agreement between LHIN and any Respondent. For clarity, these RFP Documents are not intended to be an offer to enter into a bidding contract with Respondents (often referred to as "Contract A") and no agreement of any kind shall exist between the Successful Respondent and LHIN until a Final Agreement, if any, has been formally executed by the Successful Respondent and LHIN.

(2) Notwithstanding any other provision of this RFP, LHIN may, in its sole discretion, accept or reject any or all Proposals. LHIN may accept any Proposal in whole or in part. There is no express or implied term of this RFP that the lowest priced Proposal or the highest ranked Proposal will be identified as the Successful Respondent.

8.2.2 Limit on Liability

(1) Notwithstanding that in accordance with RFP Section 8.2.1(1), this RFP is not a tender and is not intended to create "Contract A", the Respondent and all other entities participating in this RFP Process agree that if LHIN is found to be liable, in any way whatsoever, for any act or omission in respect of this RFP Process, the total liability of LHIN to any Respondent or any other entity participating in this RFP Process, and the aggregate amount of damages recoverable against LHIN for any matter relating to or arising from any act or omission by LHIN, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of LHIN, shall be no greater than the Respondent's cost of preparing its Proposal or the liability cap amount set out in the RFP Data Sheet, whichever is less.

SECTION 9 – DISPUTE RESOLUTION

9.1 Dispute Resolution Procedure

(1) Where a Respondent has a concern, complaint or dispute relating to the RFP Process (a "Dispute"), it shall be handled in accordance with the procedure set out in the RFP Data Sheet.

SECTION 10 – DEFINITIONS

10.1 General

(1) Unless otherwise defined in this RFP, capitalized terms and expressions used in this RFP have the meaning given to them in the Draft Agreement, if applicable. In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.

(2) All references in this RFP to LHIN's "discretion" or "sole discretion" means in the sole and absolute discretion of LHIN.

10.2 RFP Definitions

Whenever used in the RFP:

(1) "Addendum" means a written addendum to the RFP Documents issued by LHIN as set out in RFP Section 3.7;

(2) "Applicable Law" is defined in RFP Section 3.11(1);

(3) "Confidential Information" is defined in RFP Section 3.8.2(1);

(4) "Confidential Questions" is defined in RFP Section 3.2.2(1)(a)(ii);

(5) "Conflict of Interest" is defined in RFP Section 3.9(1);

(6) "Contact Person" is defined in RFP Section 3.2.1(1);

(7) "Contract A" is defined in RFP Section 8.2.1(1);

(8) "Data Room" is defined in RFP Section 2.5(2);

(9) "Debriefing Sessions" is defined in RFP Section 7.4(1);

(10) "Dispute" is defined in RFP Section 9.1(1);

(11) "Draft Agreement" means Schedule 5 to this RFP, if applicable;

(12) "Evaluation Committee" is defined in RFP Section 5.1(1);

(13) "Evaluation Criteria" is defined in RFP Section 5.3.2(1);

(14) "Evaluation Criterion" is defined in RFP Section 5.3.2(1);

(15) "Final Agreement" is defined in RFP Section 1.1(3);

(16) "FIPPA" is defined in RFP Section 3.8.1(1);

(17) "General Questions" is defined in RFP Section 3.2.2(1)(a)(i);

(18) "Goods and/or Services" is defined in RFP Section 1.1(1);

(19) "includes" and "including" means "includes without limitation" and "including without limitation" respectively;

(20) "Ineligible Persons" is defined in RFP Section 3.9(4);

(21) "Ineligible Persons Affiliate" is defined in RFP Section 3.9(4);

(22) "Negotiations Respondent" is defined in RFP Section 7.1(1);

(23) "Prequalification Submission" is defined in RFP Section 1.2(1);

(24) "Prequalified Parties" is defined in RFP Section 1.2(1);

(25) "Proposal" is defined in RFP Section 1.1(3);

(26) "Respondent" is defined in RFP Section 1.1(3);

(27) "Respondent Representative" is defined in RFP Section 1.3(1);

(28) "Respondent Team Member" is defined in RFP Section 1.1(3);

(29) "Respondents Meeting" is defined in RFP Section 3.4.1(1);

(30) "RFP" is defined in RFP Section 1.1(1);

(31) "RFP Data Sheet" means Schedule 1 to this RFP;

(32) "RFP Documents" is defined in RFP Section 2.1(1);

(33) "RFP Number" is defined in RFP Section 1.1(1);

(34) "RFP Process" is defined in RFP Section 1.1(5);

(35) "Submission Deadline" is defined in RFP Section 3.1(1);

(36) "Submission Requirements" means all of the submission requirements set out in the RFP Documents, including the Submission Requirements set out in Schedule 2 to this RFP; and

(37) "Successful Respondent" is defined in RFP Section 1.1(3);

(38) "Timetable" is defined in RFP Section 3.1(1); and

(39) "Visit" is defined in RFP Section 5.3.2(2).