

# **REQUEST FOR PROPOSALS FOR**

**Website Redesign**

**For the IWK HEALTH CENTRE**

Request for Proposal Number: 2019-216



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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the IWK Health Centre (“IWK”), to prospective proponents to submit proposals for the provision of **Website Redesign Services** as further described in the RFP Particulars (Appendix D) (the “Deliverables”). This RFP is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

#### **1.1.1 Background**

The IWK Health Centre is seeking a proponent to design and build a new website. The goal is to have a website that delivers an exceptional user experience for patients and families, prioritizing their needs above all. The new website must be a reflection of the IWK’s brand as an internationally recognized academic health sciences centre dedicated to the highest standards of patient and family-centred care, research and education.

The IWK Health Centre is the Maritime region's leading health care and research centre dedicated to the well-being of women, children, youth and families. In addition to providing highly specialized and complex care, the IWK provides certain primary care services and is a strong advocate for the health of families. The IWK is a global leader in research and knowledge sharing, and a partner in educating the next generation of health professionals.

### **1.2 RFP Contact**

For the purposes of this procurement process, the “RFP Contact” shall be:

**Janice Frost, SCMP, MBA**  
**Strategic Sourcing Coordinator**  
**Email: [Janice.Frost@iwk.nshealth.ca](mailto:Janice.Frost@iwk.nshealth.ca)**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province or the IWK, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the IWK for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the IWK and the selected proponent. The final agreement will be substantially in the form of Appendix A, subject to negotiation within the framework of this RFP. The initial term of the agreement will be for a period of three (3) years. The IWK reserves the right to extend the agreement for two (2) one (1) year extension(s) beyond the initial term, for an overall potential maximum of five (5) years in total.

## 1.4 RFP Timetable

Issue Date of RFP	<b>November 5, 2019</b>
Deadline for Questions	<b>November 19, 2019</b>
Submission Deadline Date and Time	<b>November 26, 2019 @ 2:00 pm</b>
Anticipated Initial Ranking and Commencement of Concurrent Negotiations	<b>December 10, 2019</b>
Anticipated Deadline for Submission of Best and Final Offers (BAFO)	<b>December 13, 2019</b>
Anticipated Award	<b>December 16, 2019</b>

The RFP timetable is tentative only, and may be changed by the IWK at any time.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

**IWK Health Centre – Procurement**  
5850/5980 University Avenue  
Level 1, Goldbloom Pavillion  
Halifax, Nova Scotia B3K 6R8

Ensure the external packaging is marked with the RFP number and proponent's contact information.

### 1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. Proposals submitted after the Submission Deadline will be rejected. The IWK's time clock will be deemed to be correct.

### 1.5.3 Proposals to be submitted in Prescribed Format

**In a sealed package**, Proponents should submit their proposal containing **four (4)** hard copies of their proposal and **one (1)** electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the proponent's name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the proponent

The IWK will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

**1.5.4 Amendment of Proposals Prior to Submission Deadline**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original bid submission, or a person authorized to sign on his or her behalf.

**1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact as set out in section 1.2, and must be signed by an authorized representative of the proponent. The IWK is under no obligation to return withdrawn proposals.

**1.5.6 Proposal Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of ninety (90) days from the Submission Deadline

[End of Part 1]

## PART 2 – EVALUATION AND NEGOTIATION

### 2.1 Stages of Evaluation and Negotiation

The IWK will conduct the evaluation of proposals and negotiations in the following (5) five stages:

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pricing

Stage IV: Concurrent Negotiations and BAFO

Stage V: Contract Negotiations

### 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If the proponent fails to satisfy the mandatory submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

**The mandatory submission requirements are as follows:**

#### 2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

#### 2.2.2 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (Appendix C) completed according to the instructions contained in the form.

### 2.3 Stage II – Evaluation

#### 2.3.1 Rated Criteria

The IWK will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D.4 of the RFP Particulars (Appendix D). The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
D.3.1 Overall Approach	<b>20 points</b>	<b>60 %</b>
D.3.2 Experience and Qualifications	<b>20 points</b>	<b>60 %</b>
D.3.3 Past Examples of Work	<b>20 points</b>	<b>60 %</b>
D.3.4 References	<b>5 points</b>	<b>60 %</b>
D.3.5 Ongoing Support & Maintenance Service	<b>10 points</b>	<b>60 %</b>
<b>Subtotal A</b>	<b>75 points</b>	
C.3.1 Pricing	<b>25 points</b>	
<b>Total Points</b>	<b>100 points</b>	

## **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation method set out in the Submission Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, and rated criteria has been completed.

## **2.5 Stage IV – Concurrent Negotiations and BAFO**

### **2.5.1 Initial Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each proponent will be ranked based on its total score.

### **2.5.2 Concurrent Negotiations and BAFO Process**

The IWK intends to invite the top three **(3)** ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the IWK will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, the top two **(2)** proponents will be invited to review its initial proposal and submit its BAFO to the IWK.

### **2.5.3 Evaluation of BAFO and Final Ranking of Proponents**

Each BAFO will be evaluated against the criteria set out in Appendix C and D and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with the IWK.

### **2.5.4 Option not to Engage in BAFO**

If after the completion of Stage III there is a difference of greater than twenty percent (20%) between the total score of the top-ranked proponent and the total score of the second-ranked proponent, IWK may choose not to engage in the concurrent negotiations and BAFO process and may proceed directly to Stage V – Contract Negotiations with the top-ranked proponent.

## **2.6 Stage V – Contract Negotiations**

### **2.6.1 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the IWK or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the IWK and the selected proponent. Negotiations may include requests by the IWK for supporting information from the proponent to verify or clarify the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the IWK for improved pricing or performance terms from the proponent.

### **2.6.2 Time Period for Negotiations**

The IWK intends to conclude negotiations and finalize an agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the IWK invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

### **2.6.3 Failure to Enter into Agreement**

If the top ranked proponent and the IWK cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the IWK may, upon notice, discontinue negotiations with the top-ranked proponent and may invite the second ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the IWK elects to cancel the RFP process.

### **2.6.4 Notification to Other Proponents**

Once an agreement is finalized and executed by the IWK with a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3). Upon finalization of an agreement with the IWK, the proponent shall thereafter be known as the successful proponent.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified.

#### **3.1.2 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.3 Language**

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

#### **3.1.4 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.5 References and Past Performance**

In the evaluation process, the IWK may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the IWK.

#### **3.1.6 Information in RFP Only an Estimate**

The IWK makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP Contact, or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.7 Proponents to Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or presentations.

#### **3.1.8 Proposal to be retained by the IWK**

The IWK will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The IWK makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The IWK may contract with others for goods and services the same as, or similar, to the Deliverables.

## **3.2 Business Registration**

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws.

If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from their applicable jurisdiction.

## **3.3 Communication after Issuance of RFP**

### **3.3.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and

- a) report any errors, omissions, or ambiguities; and
- b) direct questions or seek additional information

in writing by email to the RFP Contact, as set out in section 1.2, on or before the Deadline for Questions. The IWK is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. The IWK is under no obligation to provide additional information, and the IWK will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The IWK will not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.3.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the IWK, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the IWK.

### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the IWK determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the IWK may extend the Submission Deadline for a reasonable period of time.

### **3.3.4 Verify and Clarify**

During the evaluation process, the IWK may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D.3 of the RFP Particulars (Appendix D). The IWK may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

## **3.4 Notification and Debriefing**

### **3.4.1 Notification of Outcome of Procurement Process**

Once an agreement is executed by the IWK with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

### **3.4.2 Debriefing**

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.4.3 Supplier Complaint Procedure**

If a proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of posting of the outcome of the process on the Nova Scotia Procurement Web Portal, and the IWK will respond in accordance with its Supplier Complaint Protocol.

## **3.5 Conflict of Interest and Prohibited Conduct**

### **3.5.1 Conflict of Interest**

The IWK may disqualify a proponent for any conduct, situation or circumstance, determined by the IWK, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

### **3.5.2 Disqualification for Prohibited Conduct**

The IWK may disqualify a proponent, or rescind an invitation to negotiate if the IWK, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

The IWK may terminate an Agreement, if in its sole and absolute discretion, it determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.5.3 Prohibited Proponent Communications**

A proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.5.4 Proponent not to Communicate with Media**

A proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the IWK, and then only in coordination with the IWK.

### **3.5.5 No Lobbying**

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

### **3.5.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the IWK; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.5.7 Rejection of Bids**

The IWK may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the IWK, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) The IWK's past experience with the bidder within the last 18 months for similar or related services

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of the IWK**

All information provided by or obtained from the IWK in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the IWK and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from the IWK
- (d) must be returned by the proponent to the IWK immediately upon request of the IWK

### **3.6.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the IWK. The confidentiality of such information will be maintained by the IWK, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the IWK to advise or assist with the RFP process, including the evaluation of proposals.

### **3.6.3 Personal Information International Disclosure Protection Act**

The '*Personal Information International Disclosure Protection Act*' (PIIDPA), creates obligations for the IWK and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the agreement terms. A copy of the Act is available online at:

### **3.7 Procurement Process Non-binding**

#### **3.7.1 No Contract A and No Claims**

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

#### **3.7.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating a potential agreement for the Deliverables. No legal relationship or obligation regarding the procurement of any good or service shall be created between a proponent and the IWK by this RFP process until the successful negotiation and execution of a written agreement between a proponent and the IWK for the acquisition of such goods and/or services.

#### **3.7.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the IWK to enter into an agreement with a proponent for the Deliverables.

#### **3.7.4 Cancellation**

The IWK may cancel the RFP process without liability at any time prior to the execution of a written agreement between the IWK and a proponent.

### **3.8 Governing Law and Interpretation**

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

### **3.9 Participation of Eligible Public Sector Entities      NOT APPLICABLE**

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The Form of Agreement is included as a separate file title [Appendix A – Form of Agreement](#)

## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

### B.2 Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the IWK and the proponent unless and until the IWK and the proponent execute a written agreement for the Deliverables.

### B.3 Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

### B.4 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Appendix C - Submission Pricing Form	

**B.5 Non-binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with the IWK.

**B.6 Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the IWK.

**B.7 No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**B.8 Conflict of Interest**

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the IWK in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees, associates, Board Members or otherwise affiliated with the IWK within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.



Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:


**B.9 Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the IWK to the advisers retained by the IWK to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – SUBMISSION PRICING FORM

### C.1 Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### C.2 Evaluation of Pricing

Pricing is worth **(25)** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ( $120/120 = 100\%$ ). A proponent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 = 80\%$ ), and a proponent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 = 50\%$ ).

Lowest rate  
----- X Total available points = Score for second-lowest rate  
Second-lowest rate

Lowest rate  
----- X Total available points = Score for third-lowest rate  
Third-lowest rate

And so on, for each proposal.

### C.3 Pricing Form

Below are a series of examples of how to consider the pricing table in your RFP. Please select the most appropriate for your circumstance, or if using a different approach, please include here.

#### C.3.1 Fixed Price per Deliverable

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

<b>Deliverable</b>	<b>Level of Effort (Hours)</b>	<b>Fixed Price</b>
Website Design and Development		\$0.00
a. Stakeholder Engagement & Usability Testing		
b. Account Management		
Ongoing Maintenance Support (post launch)		\$0.00
Total		\$0.00

## APPENDIX D – RFP PARTICULARS

### D.1 THE DELIVERABLES

The IWK Health Centre is seeking a proponent to design and build a new website. The goal is to have a website that delivers an exceptional user experience for patients and families, prioritizing their needs above all. The new website must be a reflection of the IWK's brand as an internationally recognized academic health sciences centre dedicated to the highest standards of patient and family-centred care, research and education.

Implicit in the above is the development of a work plan and critical path. This will include full details of the perceived scope, including a suggested working approach, CMS training, time frames and explanations of how the requirements will be achieved. Within this, milestones need to be identified where review, input, content and direction may be required from the IWK team.

#### **Background and Overview:**

The IWK Health Centre is the Maritime region's leading health care and research centre dedicated to the well-being of women, children, youth and families. In addition to providing highly specialized and complex care, the IWK provides certain primary care services and is a strong advocate for the health of families. The IWK is a global leader in research and knowledge sharing, and a partner in educating the next generation of health professionals.

A Phase 1 Research Project has been completed. This includes a recommended information architecture and centralized governance model. General recurring themes and findings of this research included:

- Site is difficult to navigate;
- The search function on the site is unreliable and does not help the user experience;
- Content appears outdated, is difficult to comprehend, and is often buried within a PDF resource;
- Content is not accessible;
- Not friendly for screen-readers or other assistive technologies;
- Often not translated/available in multiple languages;
- Very content heavy and overwhelming;

Google Analytics User Overview (from October 31, 2017 – October 31, 2018)

- 221,069 users
- 77.5% of users were first-time visitors to the site
- Average of 2.01 sessions per user
- Average session duration of 1 minute and 47 seconds
- Average of 2.07 pages per session
- 18.7 % of users started their journey from the homepage

User demographics:

- Male = 27.7 %
- Female = 72.3%

The IWK's current website was launched in 2013 and is built on Drupal 6.0.

This RFP includes two components:

1. Website Design & Development (estimated timeframe of 12 months) and
2. Ongoing Maintenance Support (post launch).

The successful proponent will work collaboratively with, and report directly to the IWK Health Centre. The work will include, but may not be limited to:

### **1. Website Design & Development (estimated timeframe of 12 months)**

#### **Brand Alignment**

- Must work in conjunction with the IWK Health Centre's Communications & Public Affairs team to ensure alignment with overall branding, mission and values of the IWK including: the core concepts of patient and family-centered care and the IWK's strategic plan;
- Visual design must reference and strengthen established IWK brand standards and content should establish consistent colour, style and fonts throughout;
- General aesthetic quality must evoke warmth, professionalism, empathy, and modern excellence;

#### **Usability**

- Must be completely mobile and desktop accessible;
- Must reference and build from preliminary user experience research (sourced by the IWK) to establish a clear navigation hierarchy;
- Must use clear and consistent language and terminology;
- Must employ simple, intuitive navigation and information architecture focused on identified needs and requirements to minimize the number of clicks that can potentially confuse and overwhelm a user;
- Should utilize common modern web and interactive design conventions;
- Should meet WCAG 2.0 (Web Content Accessibility Guidelines 2.0) Level AA requirements;
- Should meet current standard search engine optimization conventions to ensure the site's SEO value is enhanced and benchmarked against industry standards;

#### **Technical Parameters**

- Must utilize Drupal 8+ Content Management System (CMS) for development foundation;
- CMS must include multi-user administration and roles system;
- CMS must include content administration that is easy to use (appropriate for the non-developer) and maintain;
- Must integrate with analytics services such as Google Analytics
- Final product must be hosted on Provincially managed servers
- Must be developed in accordance with the National Institute of Standards and Technology (NIST) Cyber Security Framework and using Open Web Application Security Project (OWASP) secure coding guidelines ;
- Final product should be device and browser agnostic (minimum Windows 7, Mac 10.11, Android 7, IOS 11, Explorer 11, Firefox 66, Chrome 72, Safari11)
- Must utilize semantic HTML 5 markup with modern responsive and/or adaptive website design/development methods for optimal use on desktop and mobile devices;
- Compliant with Canadian Personal Information and Electronic Documents Act (PIPEDA);

- Compliant with Nova Scotia Privacy of Personal Health Act (PHIA);
- Compliant with ICTS-13-003 Web Application Content Platform Standard
- Compliant with ICTS-13-006 Custom Secure Web Application Development Model Standard
- Compliant with the ICTS Web Security Process Guide (attached)

#### **Essential Feature Scope:**

- Robust site search/searchable content system (including auto-suggest, auto-complete, spelling forgiveness);
- Interactive way-finding maps (external and internal as appropriate);
- Dynamic home page to promote primary and timely content;
- Site-wide alert/notice messaging system;
- Patient information/resource library (ie: text, external links, PDFs, video);

#### **Potential Features:**

- Contact directory (individual staff, clinics/services);
- Contact form(s) with modern, user-friendly spam deterrents;
- Online payment;

#### **Core Content:**

- Copywriting to be provided by the IWK;
- Logo(s) and any existing brand assets to be provided by the IWK;
- Any new photography, iconography, maps, and infographic needs must be included in scope of project by successful proponent;
- Content migration and testing is the responsibility of the successful proponent

#### **Stakeholder Engagement & Usability Testing**

- Must include measurable usability testing with real users prior to launch;
- Must include up to three project milestone presentations to key stakeholders which may include: Family Leadership Council, Website Steering Committee, and Leadership;

#### **Account Management**

- Budget control procedures and reports;
- Project status and planning meetings (ideally employing the use of a facilitated project platform such as BaseCamp);
- Evaluation, reporting and approval process including client sign off;
- Development of creative brief and work back schedule;

## **2. Ongoing Support & Maintenance Service (post launch)**

- On an as needed basis, maintenance and/or bug fixes to ensure agreed upon delivery of features and tools continue to operate as intended and as stipulated in the project outline;
- Non-critical bug fixes should be addressed within a 6 month period; critical issues require immediate attention; (critical issues include anything that hinders access to core information by users and/or facilitation of core information by administrators);
- Periodic security updates to core Drupal CMS including installed modules and custom components (this may include upgrade to a higher Drupal version(s) as required);

- Required security updates should be addressed within a 6 month period;
- On an as needed basis, directional support provided to content management administrators in areas where function is unknown and/or is creating undesired results;
- User support should be addressed within a 48-hour period;

## D.2 MATERIAL DISCLOSURES

Current Content Management System (CMS): Drupal.  
Redesigned site launch timeline target: Winter of 2020.

Proponents must be capable of and have demonstrated experience providing creative design and technical services related to creating an organizational website of this scope. Any partnerships proposed, or aspects contracted out must be clearly documented. Communication, meetings, calls and interactions with project team must be possible within IWK's standard business hours in the case of proponents bidding from out of province.

## D.3 RATED CRITERIA

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.3.1 Overall Approach	20 points	60 %
D 3.2 Experience and Qualifications	20 points	60 %
D 3.3 Past Examples of Work	20 points	60 %
D 3.4 References	5 points	60 %
D 3.5 Ongoing Support & Maintenance Service	10 points	60 %
<b>Subtotal A</b>	<b>75 points</b>	
C.3.1 Pricing	25 points	
<b>Total Points</b>	<b>100 points</b>	

### D.3.1 Overall Approach – Total Points = [20 points]

Each proponent should provide the following in its proposal:

- Your understanding of requested scope and services including any added value offerings not explicitly requested;
- Description of your approach and methodology for user centred design processes including testing methodology and approach as it relates to stated deliverables;
- Approach to account and project management, including: high level project plan and schedule, budget management and monitoring time versus estimates;
- Details of Stakeholder Engagement and Usability Testing plans

- (e) Details of account management plans including budget control process, project status and planning meetings platform.

**D.3.2 Experience and Qualifications – Total Points = [20 points]**

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent; description of your business profile, strategy and values
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities to be part of the project; this includes employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the IWK;
- (e) any additional pertinent information.

**D.3.3 Past Examples of Work – Total Points = [20 points]**

- (a) At least three (3) examples of websites for clients and a description of why they were chosen for the project;

**D.3.4 References – Total Points = [5 points]**

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last [5] years.

Provide the name of each project reference, along with his/her phone number and email address. The project reference information provided should identify the size of the projects conducted, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

The IWK will only evaluate three (3) references. If more than three (3) references are provided only the first three (3) listed in the proposal will be evaluated.

**D.3.5 Ongoing Support & Maintenance Service = [10 points]**

Provide a description of any training services, tools and methodology you will provide. Include any sample documentation pertinent and relevant to the project.