

<Software Application>

PROPOSAL #RFPCDI20160321A



REQUEST FOR PROPOSAL
MOBILE APPLICATION & WEBSITE DEVELOPMENT

PREPARED BY
<Client Company>
<redacted>
Director

123 Proposal Avenue, Toronto, ON M6J 2J8
<redacted>@<redacted>.ca • www.<redacted>.ca
416-555-1234 ext. 2279

REQUEST FOR PROPOSAL #
RFPCDI20160321A

Issued: March 21, 2016



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Client: <redacted>
Project: <redacted>

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NOTICE OF INTENT

To be clear, and notwithstanding any other term of this request for proposals that may be interpreted otherwise, it is not the intent of the issuer, nor the effect of this RFP, to initiate contractual relations by the provision of a proposal by any bidder in response to this RFP.

Notwithstanding any other term of this RFP, this RFP is merely a call for proposals and not a tender call intending to place legally binding obligations on the issuer or on any bidder to enter into an agreement or to be bound by any of the terms of its proposal. It is not the intention of the issuer to enter into an agreement for the deliverables described in this RFP or enter any other legally binding obligations unless and until the issuer has completed the negotiation and finalization of an agreement satisfactory to both the issuer and the bidder, if any, that the issuer determines to negotiate with. A participant (as defined in this RFP) shall not be bound by any agreement entered by the issuer and a bidder unless and until that participant also executes an agreement or acknowledgement with the bidder agreeing to be bound by the applicable terms of that agreement.

It is conceivable that these events will not occur due to the discretion of the issuer and/or any bidder to not proceed, as there is no legally binding obligation on the issuer or any bidder to proceed or on any participant to proceed.

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01 Overview of the Request for Proposal

01.01 RFP

The following is an overview of the structure of the <redacted> Request for Proposals (RFP):

SECTION 1: OVERVIEW OF REQUEST FOR PROPOSALS (RFP)

This section provides a brief overview on the structure and contents of this Request for Proposals (RFP).

SECTION 2: INTRODUCTION

This section provides a brief introduction to Participants in this RFP process as well as outlines the purpose and scope of this RFP.

SECTION 3: BACKGROUND

This section provides background information on <redacted>, including an overview of the current state, and the desired future state

SECTION 4: THE DELIVERABLES

This section provides an overview of the deliverables associated with this RFP.

SECTION 5: EVALUATION PROCESS, CRITERIA AND WEIGHTINGS

This section describes the evaluation process for the <redacted> Solution which will be used to determine the Preferred Bidder.

SECTION 6: SUBMISSION REQUIREMENTS

This section describes the submission requirements of this RFP.

SECTION 7: TERMS AND CONDITIONS OF THE RFP PROCESS

This section describes the terms and conditions of the RFP Process including reserved rights of the Issuer and Preferred Bidder

01.02 List of Appendices

Appendix A	Application Conceptual Design User Flow
Appendix B	Website Portal Conceptual Design User Flow
Appendix C	Notice of Intention
Appendix D	Form of Offer
Appendix E	Client Reference Form

02

Introduction

02.01

Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective bidders (“Bidders”) to submit Proposals for the provision of an interactive survey application and website portal (“Solution”) as further described in Section 4 – The Deliverables.

The ideal and preferred Bidder will bring their own ideas and vision based on industry expertise, technical capability, and client relations, guiding us to incorporate our goals into that vision.

02.02

Type of Agreement for Deliverables

It is expected that <Client Company> (“Issuer”) and the contracted Bidder, if any, will negotiate and execute a comprehensive form of agreement setting out the terms and conditions that will apply to the provision of the Solution under this RFP (the “Agreement”).

Each Bidder is requested to include in their Proposal, an agreement, or agreements that they wish to have the Issuer consider for negotiation purposes of the Agreement. The Issuer will consider whether the form of those agreements is appropriate for the basis of negotiations.

It is the Issuer’s intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement will be for one (1) year with an option in favour of the Issuer to extend the Agreement for additional terms of maintenance and support.

02.03

No Guarantee of Volume of Work; Non-Exclusivity of Agreement

There is no guarantee of the value or volume of work to be assigned to the successful Bidder pursuant to this RFP. The Agreement executed with the successful Bidder will be a non-exclusive contract for the provision of the Solution or any part thereof. The Issuer may contract with others for the same or similar deliverables, by way of a further procurement or otherwise, or may obtain the same or similar deliverables internally.

02.04

Accessibility Obligations

<Client Company> is committed to the highest possible standard for accessibility. Preferred Bidders are responsible for complying with the requirements under the Ontario Human Rights Code (HRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations. In circumstances where Preferred Bidders are providing a service to the public on behalf of the Issuer, they may need to follow Issuer direction



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to ensure Issuer compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation).

03

Background

03.01

Key Stakeholder(s)

<Client Company>, an accredited <redacted> agency in Toronto, is a ground breaker in developing innovative programming built on a legacy of more than 100 years of helping children and families with an established track record of success in <redacted>.

<Client Company> is a respected research-based national leader providing a range of <redacted>, <redacted>, and <redacted> services for children and their families and a leader in child and youth programming because of the breadth of services and emphasis on social innovation and evidence-based programs.

We build knowledge through research in <redacted>, <redacted>, <redacted>, <redacted>, <redacted>, <redacted>, <redacted>, <redacted>, and related areas. We share this knowledge through research and program partnerships, both locally and internationally.

EARLY INTERVENTION

We provide children's <redacted> services for children aged 0-12 needing assistance with an identified difficulty, such as social-emotional or behavioural problems. We provide help to their families too, assisting with parenting challenges and managing family relationships.

Many of the children we serve have experienced <redacted>, <redacted>, <redacted> and other issues that affect their healthy development.

<redacted>

We offer individual and group <redacted> approaches, including <redacted> who have experienced <redacted>, as well as support for <redacted> to integrate into <redacted>. We coordinate <redacted> for children and youth who <redacted> and their families. Research has shown that children who <redacted> are just as affected as if they were <redacted>.

<redacted>

Our <redacted> Program provides innovative, evidence-informed direct <redacted> services to children and youth ages 8 to 18 with <redacted> and <redacted> in Toronto. Reflecting our belief that therapy is learning, the <redacted> Program offers a unique approach to <redacted> intervention by putting the child's own learning profile at the centre of treatment.

HEALTHY CHILD DEVELOPMENT

Research shows that high-quality childcare provides a positive influence on the development and future potential of children. We provide programs to strengthen children's development,

promote early learning and literacy, and prepare children to be ready for school. We help parents build skills, gain new knowledge, and develop confidence in their important role as parent.

RESEARCH

<Client Company> is dedicated to generating new knowledge that will increase our understanding of children's <redacted> issues, contribute to service excellence in all our program areas, and lead to positive changes for children and their families. We are also committed to sharing research results with others, so that the positive impact on children's lives can be increased exponentially.

03.02

<Software Application> Overview

03.02.01

Introduction

The <Software Application> is an interactive application which collects survey results from children aged 4 to 16 related to their experience with an associated program. The application is available on the Apple iPad and is used on location with the assistance of an on-site support worker.

The survey process functions in the following manner:

1. The application user ("User") enters their name and selects one of three mascot characters to guide them through the process.
2. Each survey question is read aloud, and the User has an opportunity to submit their response by clicking on one of several visual aides depicting their own experience before continuing to the next question.
3. At the end of the survey process, the User is presented a simple game as a thank you for participating and their results are saved to the iPad.
4. All results are exported from the local device database by an authorized user ("Administrator") later.

The approach for <Software Application> is one which recognizes that access and services are required by a diverse array of young people, and that these stakeholders have unique capacities, relationships, and experiences that benefit from tailored support systems. As such, the vision for <Software Application> as a measurement tool is vital for the accurate collection of feedback and subsequent direction indicators that will help guide the future efforts of <Client Company>.

The future vision for <Software Application> builds upon its current blueprint in theory, with the goal of greater flexibility and end-to-end integration with a cloud-based database and website portal.

03.02.02

Current Key Challenges

While the current <Software Application> application utilizes multimedia and a step-through process to collect survey results, there exist some inefficiencies and the absence of key features which drastically impact its ability to reach its true potential. The most important concerns include:

LICENSING

The proprietary nature of the text-to-speech solution has created some licensing concerns when dealing with changes to the application or when looking at migrating it to another support provider.

Similar issues have been encountered with Apple's Developer licensing model and access to the App Store account.

TEXT-TO-SPEECH

The <Software Application> system utilizes a proprietary text-to-speech solution which allows the User to hear the instructions and questions on each page read to them in one of three available character voices. This approach also enables the User to enter their name and have it read back to them in key places during the survey process.

Although the ability to have the User's name read to them during a survey is a helpful feature, when dealing with a broad range of cultures and backgrounds in connection with an English based system, the effort required to arrive at a phonetically accurate version of the User's name can be quite time consuming and frustrating for the User.

SPEED

A noticeable lag persists during the progress of the survey which can cause frustration and a loss of interest with the User. Based on optimal results, each survey question should take 10 seconds or less with the entire survey taking no more than 10 minutes.

DEVICES

The current application is limited to iPads only.

DATA MANAGEMENT

Each survey stores its results locally on the device and can only be retrieved via a multi-step database export process. This approach requires specific technical knowledge and does not allow for convenient access or sharing capabilities.

FLEXIBILITY

All options, including the number and age level of questions, mascot choices, and voices included in the <redacted> system are set and cannot be adjusted without some level of reengineering involved.

03.02.03

Future <Software Application> Model

The future <Software Application> model is one which offers flexibility for both Administrators and Users, a more enjoyable User experience, and greater access to survey results across <Client Company> and any affiliated agencies. The most important features include:

DEVICES

The new survey Solution will be available on both iPad and Android tablets while a restricted website portal will offer cloud-based access to survey results.

The <Software Application> application will be available for download from both the Apple and Android app stores and will be updateable through the same channels if and when future changes to the Solution are made.

ACCOUNTS

Individual User and Administrator accounts will be possible to allow for the secure filtering of data as well as the possibility of providing limited access to outside agencies via the website portal.

DATA MANAGEMENT

Data for the new Solution will be gathered via the iPad or Android tablet devices and then exported up to a cloud-based database where it can be retrieved and reviewed via a password protected website portal.

Data for each survey will be collected and assigned to a unique code for each User as well as the unique ID for the worker assisting with the survey. This will keep the data private and only retrievable by those with the proper permissions.

MULTIMEDIA

- Audio

Rather than continuing with the text-to-speech model of the existing application, the new Solution will employ audio files such as mp3 format to narrate and guide the User's progress. These audio files will be pre-recorded to follow the "script" of the survey.

The initial Solution will launch with 3 pre-set voices for the User to choose from, with the ability to change or add more in the future if desired. See FLEXIBILITY for more information.

The User will have the ability to turn the sound on or off at their discretion.

There will no longer be a need for the User to enter their name for later playback.

- Visual

The user interface for the new Solution should be clean and uncluttered, encouraging interaction while allowing for a low learning curve.

The User will begin the survey process by first selecting a Mascot from multiple options who will be their guide. Multiple poses for each Mascot will be included to allow for variety during the survey process. They will then select a backdrop from multiple options which will remain static throughout the rest of the survey process.

The initial Solution will launch with 3 pre-set Mascots and 3 pre-set backdrops for the User to choose from, with the ability to change or add more in the future if desired. See FLEXIBILITY for more information.

FLEXIBILITY

A key component to the new Solution will be its flexibility, both from an administrative and functional standpoint. To make this possible, the following features will be considered:

- Accounts

The new Solution will allow for the creation and management of accounts for both Administrators and Users. With these accounts, <Client Company> will be able to manage such functions as managing Users, providing permissions, importing/exporting data, etc.

While most of these functions will be primarily focused on the website portal, some will also overlap into the mobile device applications and should be accounted for in the Solution design.

- Audio Files

Audio files should be broken into one file for each survey question as well as any introductory or exiting narration required. These audio files or "Voices" should be managed in groups by voice actor and will be assigned manually to each segment in the script. This will allow for changes in the number of and the content of survey questions as needed as well as the ability to have multiple voices available for different age groups.

At the introduction of each survey, the User will have the option to select a Voice from the library, at which point it will be assigned to that survey session and used throughout.

The introduction of new Voices will be handled by the Bidder at the code level and will not be required as part of the dynamic management features (such as User Management) available directly to the Issuer. Such changes would result in an update of the mobile device applications.

- Mascots

Mascot files should be broken into one image for each survey question as well as any introductory or exiting visuals required. These poses should be managed in groups by Mascot and will be assigned manually to each segment in the script. This will allow for changes in the number of and the content of survey questions as needed as well as the ability to have multiple voices available for different age groups.

At the introduction of each survey, the User will have the option to select a Mascot from the library, at which point it will be assigned to that survey session and used throughout.

The introduction of new Mascot image files will be handled by the Bidder at the code level and will not be required as part of the dynamic management features (such as User Management) available directly to the Issuer. Such changes would result in an update of the mobile device applications.

- Backdrops

Backdrop image files should be broken into one image for each survey. These backdrops will add character and atmosphere for the User and make the process more visually appealing.

At the introduction of each survey, the User will have the option to select a Backdrop from the library, at which point it will be assigned to that survey session and used throughout.

The introduction of new Backdrop image files will be handled by the Bidder at the code level and will not be required as part of the dynamic management features (such as User Management) available directly to the Issuer. Such changes would result in an update of the mobile device applications.

- Age Groups

Each age group (4 to 16) will have the ability to answer their own set of survey questions.

At the introduction of each survey, the User will have the option to select their age, at which point they will be presented with the corresponding questions for their group.

The initial Solution will launch with 1 pre-set block of questions which will be relegated to all age groups, with the ability to change or add more in the future if desired.

The reorganization of Age Group related surveys will be handled by the Bidder at the code level and will not be required as part of the dynamic management features (such as User Management) available directly to the Issuer. Such changes would result in an update of the mobile device applications.

- Survey Questions

Each survey question should be stored individually and managed by group as well as by order.

The initial bank will include 21 survey questions at launch, with the ability to change or add more questions in the future if desired.

The reorganization of survey questions will be handled by the Bidder at the code level and will not be required as part of the dynamic management features (such as User Management) available directly to the Issuer. Such changes would result in an update of the mobile device applications.

SPEED

The new solution will require an average process time of 10 seconds or less for each survey question and a maximum completion time of 10 minutes.

04 The Deliverables

This Section details the goods and services to be provided under this RFP as well as the requirements of the Issuer (collectively, the “Deliverables”) in the context of the Solution.

04.01 Vision

The vision of the <Software Application> initiative is to measure the experience of children who have interacted with <Client Company>. The goal is to use a coordinated and strategic system-design approach to fostering communication between participants and <Client Company> to better tailor our service.

04.02 Scope of Work

04.02.01 RFP Objectives

The Issuer is particularly interested in achieving the following objectives:

- a) Establishing a relationship with a contractor that can design, develop, implement, operate, and maintain the solutions and services that meet the strategic, technical and business objectives described in this RFP.
- b) Implementing a solution and strategy that encourages and sustains innovation over the long term.

04.02.02 Bidder to be the Prime Contractor

It is a mandatory requirement of this RFP that the Bidder acknowledge that the Bidder will be the prime contractor and, as such, shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any agreement or agreements that may ultimately result from this procurement process.

04.02.03 Description of the Deliverables and Services in the context of the Solution

- a) Provision of an innovative application for initiating, managing, and receiving survey responses for use by <Client Company> and its designated associates.

The Solution should:

- Enable a simple and easy survey response process for all stakeholders
- Be flexible to changes in user age demographics
- Ensure the right information is available to the right person at the right time

- o Provide secure, online access to stored information
- b) <Software Application> will be supported by a single vendor for the purposes of maintaining the innovative technology application and providing support services and ongoing enhancements to constantly meet the evolving needs of the Solution and its Users. It is highly desirable if the Bidder can demonstrate its desire and ability to maintain and support the Solution into the foreseeable future. Services in-scope for this procurement exercise include:
 - I. Design and validation of the mobile application architecture that will enable end-to-end integration of information with a cloud-based storage system
 - II. Services to support the design, customization, and implementation of the proposed Solution, such as process redesign, user interface design, development/configuration and testing, project management and change management services
 - III. Support and maintenance services, including end-user help desk support for the proposed Solution

04.02.04

Documentation

All aspects of the Solution will be owned by the Issuer and will require complete source and user documentation.

The documentation should include:

- Comprehensive inline commenting in source code
- Source code reference manual and documentation
- Detailed User documentation in tutorial format walking through each step of accomplishing particular tasks

04.02.05

Solution Hosting

The website portion of this project will not be hosted by the Issuer, with the preferred vendor being the Bidder, pending approval of the proposed solution by the Issuer. Access to websites, tools, and databases must adhere to best practices for secure web development protocols and should utilize the most current, stable version of all software. The proposed hosting solution should include the Issuer's recommendations regarding security, up-time, bandwidth, and whatever other relevant information may impact the availability and performance of the solution.

A separate hosting contract will be required for these services and will be negotiated once the successful bid has been selected. In the event that a satisfactory hosting agreement cannot be

reached between the Issuer and the Bidder, the Issuer reserves the right to alternatively contract a third-party vendor to provide such services.

04.02.06 Service, Maintenance and Support

The Bidder is expected to provide full application maintenance and support. The Issuer expects the successful Bidder to continue to provide support and maintenance for a prescribed period to be identified at that time, including support and maintenance for the Solution in full production and for the future state architecture, as well as end-user support for the full user community. The Bidder is asked to describe its capacity, experiences, resource model and approach for providing service, maintenance, and support.

04.02.07 Training and Knowledge Transfer

The Issuer wants to ensure that all users of the proposed solution have sufficient information and training to use the Solution efficiently and effectively. As well, the Issuer wants to ensure that key stakeholders have a strong understanding of all key components of the application, its architecture, functionality, operations, and maintenance support mechanism. The Bidder is asked to describe its approach for documentation, training, and knowledge transfer.

05 Evaluation Process, Criteria and Weightings

05.01 Stages of Proposal Evaluation

05.01.01 Overview

The Issuer will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following:

Mandatory Requirements		
Mandatory Submission Requirements	<ul style="list-style-type: none"> Submitted by deadline Signed Form of Offer 	T / F
Rated Requirements		Weight
Solution Requirements – (ability to achieve desired outcomes)	<ul style="list-style-type: none"> Functional Requirements Non-Functional Requirements Solution Profile (Solution Fit) Services 	25%
Pricing	<ul style="list-style-type: none"> Proposal comparison 	25%
Terms Compliance	<ul style="list-style-type: none"> Total Solution ownership transfer Support Documentation Licensing 	20%
Demonstrated Understanding	<ul style="list-style-type: none"> Proof of Concept Operating Model 	15%
Presentation	<ul style="list-style-type: none"> Approach to enabling and sustaining innovation Approach to Proof of Concept Approach to Operating Model 	10%
Proponent Experience	<ul style="list-style-type: none"> Demonstrated experience in working in a substantively similar context as described in Section 3 Demonstrated experience in providing a substantively similar Solution as described in Section 4 	5%

05.01.02 Evaluation of Mandatory Requirements

Stage 1 will consist of a review to determine which Proposals comply with all mandatory submission requirements identified in Section 06 – Submission Requirements.

Proposals which do not comply with all the mandatory submission requirements shall, subject to the express and implied rights of the Issuer, be disqualified and not evaluated further.

For the purposes of the requirements stated in this RFP:

1. "must", and "shall" indicate that the requirement is mandatory, subject to provisions of this RFP
2. "should", "could" and "may" indicate that the requirement is discretionary

For clarity, the mere use of the term "requirement" is not, in and of itself, determinative of whether a particular requirement is either a mandatory or discretionary requirement.

If, in the determination of the Issuer, the Proposal does not comply with any of the mandatory requirements, the Issuer will, without liability, cost or penalty, eliminate the Proposal from the RFP process as non-compliant and such Proposal will not receive further consideration.

05.01.03 Evaluation of Rated Requirements

All Proponents who meet the Mandatory Requirements will have their submissions evaluated on the following scoring scale:

- 5 - Superior Response: Exceeds the required standard. Answers the questions with precision and relevance. In addition, the response includes innovation and/or added value.
- 4 - Good Response: Meets the required standard. Comprehensive response in terms of detail and relevance to the question.
- 3 - Acceptable Response: Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy, and relevance.
- 2 - Limited Response: Fails the standard in most aspects but meets some; limited information, inadequate, answers not clear or directly relevant.
- 1 - Inadequate Response: Significantly fails to meet the standard. Inadequate detail provided, questions not answered, or answers not directly relevant to questions.
- 0 - Not eligible for consideration: Completely fails to meet the standard. Response significantly deficient/no response.

05.01.03.01 Solution Requirements

The Bidder will be evaluated on their ability to meet the solution requirements. The Bidder's response will be scored using the scale described in Section 5.1.4 above. Bidders will be evaluated on their proposed approach to addressing the stated outcomes related to:

- Functional Requirements
- Non-Functional Requirements
- Solution Profile (Solution Fit)
- Services

05.01.03.02 Pricing

Pricing will consist of a scoring of the pricing submitted in comparison of all other Bids submitted.

05.01.03.03 Terms Compliance

The Bidder will be evaluated on their ability to meet the terms and conditions as outlined in this proposal. The Bidder's response will be scored using the scale described in Section 05.01.03 above.

05.01.03.04 Demonstrated Understanding

The Bidder will be evaluated on their ability to demonstrate their understanding of the RFP requirements. The Bidder's response will be scored using the scale described in Section 05.01.03 above.

05.01.03.05 Evaluation of Presentation

Bidders who have been selected to proceed to Stage 2 – Presentation will be asked to deliver a presentation to the evaluation team members on their approach to enabling and sustaining innovation, their approach to the Proof-of-Concept Solution, and their approach to the operating model. Specific parameters of the presentation will be provided with the invitation to participate. Proponents will be evaluated on the clarity of the presentation, on the degree to which their presentation demonstrates an understanding of the vision described in Section 3 and Section 4, and on a demonstration of innovation in their proposed approach to the Proof of Concept and operational model.

05.01.03.06 Proponent Experience

The Proponent will be evaluated on their experience delivering similar solutions. The Proponent's response will be scored using the scale described in Section 05.01.03 above. Proponents will be evaluated on:

- Demonstrated experience in working in a substantively similar context as described in Section 3 of the RFP
- Demonstrated experience in providing a substantively similar Solution as described in Section 4 of the RFP

05.01.04 Cumulative Score

All scores from Stage 1 – Rated Requirements and Stage 2 – Presentation for each Bidder will be added to determine each Bidder's cumulative score. The top two (2) Bidders with the highest cumulative score will be deemed the highest ranked Bidder and second highest ranked Bidder. The Issuer will round the scores to the nearest two decimal places if necessary.

05.01.05

Tie Breaker

The Proposal that achieves the highest Total Score will be ranked first. In the event of a tie of Total Score, the Issuer reserves the right to make a discretionary selection between the two.

06

Submission Requirements

06.01

RFP Timetable

The following is a summary of the key dates for this RFP process:

Event	Date
RFP Notification	Wed March 23, 2016
Deadline for Vendor Questions	Wed March 30, 2016
Deadline for the Issuance of Addenda	Wed April 13, 2016
Deadline for submission of Notice of Intention to Respond	Wed April 20, 2016
RFP Submission Deadline	Wed May 4, 2016
Anticipated Notification of Participation in Presentations	Wed May 25, 2016
Anticipated Date for the Presentation	Wed June 8, 2016
Anticipated Date Selection of Preferred Proponent	Fri June 10, 2016
Anticipated Date for Completion of Negotiations with Preferred Proponent	Mon June 20, 2016
Anticipated Notification of Award	Fri Jun 24, 2016

Note – all times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

Issuer may change the RFP timetable in its sole and absolute discretion at any time.

The Issuer may amend any timeline, including the RFP Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

06.02

General Overview

1. Proposal Responses are expected to address the RFP content requirements as outlined herein. Clarity of language, adherence to the suggested structuring and adequate accessible documentation is essential to <Client Company>'s ability to conduct a thorough evaluation. <Client Company> is interested in Proposals that demonstrate innovative thought, efficiency, and value for money.
2. General marketing and promotional material will not be reviewed or considered.
3. <Client Company> prefers that the assumptions used by a Bidder in preparing its Proposal are kept at a minimum and that Bidders will ask for clarification prior to the deadline for the Bidder questions rather than make assumptions to the extent possible. Bidders should also review all documents including all Appendices.
4. Proponents are asked to submit their Notice of Intention to respond to this RFP using the form in Appendix C by the date and time indicated in Section 6.1 - RFP Timetable.

06.03 Proposal Content

06.03.01 Overview

The following table describes the Proposal format and content each Bidder is asked to submit in response to this RFP. Where an item is referring to an Appendix, the Bidder should use the referenced Appendix for its response.

Item	Appendix to Complete	Description
Table of Contents	N/A	Please include page numbers and identify all included materials in the Proposal.
Form of Offer	Appendix D	Mandatory Form to be completed and submitted as part of the Proposal.
Proposal	N/A	Delivered in PDF format.
Client Reference Form	Appendix E	Please complete and submit as part of the Proposal.

06.04 Mandatory Submission Requirements

06.04.01 Deadline for Submission

Proposal Responses must be submitted electronically as instructed by the Submission Deadline as stated in Section 06.01 - RFP Timetable.

06.04.02 Form of Offer (Appendix D)

Each Proposal Response must include a Form of Offer (Appendix D) completed and signed by an authorized representative of the Bidder. Other than inserting the information requested on the mandatory submission form set out in this RFP, a Bidder shall not make any changes to the form. Any Proposal Response containing any such changes to the Form of Offer shall be disqualified.

Where the Issuer discovers a Proponent's failure to disclose actual or potential unfair advantage or Conflict of Interest, the Issuer may disqualify the Proposal Response or terminate any Agreement awarded to that Bidder pursuant to this procurement process. The Issuer shall determine, on a case-by-case basis, whether the actual unfair advantage/Conflict of Interest or potential unfair advantage/Conflict of Interest, disclosed pursuant to this RFP is material and whether it shall result in disqualification of the Proposal.

06.04.03 Client Reference Form (Appendix E)

The Bidder should provide a completed Client Reference Form (Appendix E).

The Issuer, in its sole discretion, will confirm the Bidder's experience and or ability to provide the services required and described in its Proposal Response by checking the Bidder's references and

the provision of the references by the Bidder is deemed to be consent to such confirmation/contact with the references.

The Issuer reserves the right to revisit the Bidder's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Bidder's answers to the rated requirements and the results of the reference check.

07 Terms and Conditions of the RFP Process

07.01 General Information and Instructions

07.01.01 Bidders to Follow Instructions

Bidders should structure their Proposal Response in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal Response should reference the applicable section numbers of this RFP where that request was made.

07.01.02 Proposal Responses in English

All Proposal Responses are to be in English only. Any Proposal Responses received by the Issuer that are not entirely in English may be disqualified.

07.01.03 Issuer's Information in RFP only an Estimate

The Issuer and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Bidder the general size of the work.

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Proposal Response to this RFP.

07.01.04 Bidder Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Proposal Response including, if applicable, costs incurred for interviews or demonstrations.

07.02 Communication after Issuance of RFP

07.02.01 Bidders to Review RFP

Bidders shall promptly examine all the documents comprising this RFP and:

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

in writing by e-mail on or before the Bidder's Deadline for Questions to the RFP Contact set out below in Section 07.02.02 of this RFP. No such communication is to be directed to anyone other than the RFP Contact. The Issuer is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Bidder to seek clarification from the RFP Contact on any matter it considers to be unclear. The Issuer shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFP or its process.

07.02.02 RFP Contact Information

All communications regarding any aspect of this RFP must be directed to the following RFP Contact:

Name: <redacted>

Title: Director

Email: <redacted>@<redacted>.ca

Bidders that fail to comply with the requirement to direct all communications to the RFP Contact may be disqualified from RFP process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Issuer (other than the RFP Contact);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team;
- any member of the Issuer's governing body;

07.02.03 All New Information to Proponents by Way of Addenda

This RFP may only be amended by an Addendum in accordance with this subsection. If the Issuer, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Bidders by Addenda. Each Addendum shall form an integral part of this RFP.

Such Addenda may contain important information including significant changes to this RFP. Bidders are responsible for obtaining all Addenda issued by the Issuer.

If a Proponent fails to confirm the receipt of Addenda or Amendments, its Proposal may be rejected.

07.02.04 Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any Addendum is issued after the Deadline for Issuing Addenda, the Issuer may at its discretion extend the Proposal Response Submission Deadline for a reasonable amount of time.

07.03 Submission of Proposal Responses

07.03.01 Proposal Responses Submitted only in Subscribed Manner

Proposal Responses must be submitted in PDF format electronically via email. Proposal Responses submitted in any other manner may be disqualified.

07.03.02 Submission Format

In responding to any aspect of the RFP, Bidders are encouraged to directly respond to each of the requirements in the format requested in Section 06 – Submission Requirements.

The following describes the format and content of each Bidder's Proposal to be submitted in response to this RFP. Proponents are encouraged to follow the specific format.

1. Proposal Responses should be clearly marked on the face of the Proposal Response document with the following:
 - Request for Proposals name and number
 - Closing date and time
 - Bidder name and address
2. Proposal Responses should contain concise written material and illustrations that enable a clear understanding and evaluation of the Bidder's capabilities and the qualities of its Proposal. Legibility, clarity, and completeness of a Bidder's Proposal Response are encouraged.
3. Proposal Responses should include relevant examples to the appropriate appendices, to enhance and strengthen the Bidder's response.
4. Bidders should include their company name in the header of all appendices (in the space provided) submitted as part of their Proposal Response.
5. Bidder responses to each individual requirement should be as concise as possible.
6. Proposals should be submitted using a font size no smaller than 11-point font and standard margins.
7. Completed Forms should be submitted in PDF.

07.03.03 Proposal Responses Must Be Submitted on Time at Prescribed Location

Proposal Responses must be submitted in their entirety electronically via email on or before the Proposal Submission Deadline. Proposal Responses not completely submitted by the Proposal Submission Deadline will be deemed late, disqualified, and rejected.

07.03.04 Amending or Withdrawing Proposal Responses Prior to Proposal Submission Deadline

At any time prior to the Proposal Submission Deadline, a Bidder may amend or withdraw a submitted Proposal Response. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Proposal Response the amendment is intending to replace.

A notice of amendment or withdrawal must be submitted electronically via email prior to the Proposal Submission Deadline and must be signed by an authorized representative of the Bidder. The Issuer is under no obligation to return amended or withdrawn Proposal Responses.

07.04 Submission of Proposal Responses

07.04.01 Issuer May Verify Information or Seek Clarification and Incorporate Response into Proposal

The Issuer reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the Proposal Submission Deadline including those related to an ambiguity in a Proposal Response or in any statement made subsequently during the evaluation process. The response received by the Issuer from a Bidder shall, if accepted by the Issuer form an integral part of that Bidder's Proposal. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Proposal Responses in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means the Issuer deems appropriate and may include contacting,

- a) any person identified in the Proposal Response; and
- b) persons or entities other than those identified by any Proponent.

In submitting a Proposal, a Bidder is deemed to consent to the Issuer's verification or clarification rights.

If the Issuer receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Issuer to be inaccurate, incomplete or misleading, the Issuer reserves the right to revisit the Bidder's compliance with the mandatory requirements and/or adjust the scoring of rated requirements.

07.04.02 RFP Incorporated into Proposal Response

All provisions of this RFP are deemed to be accepted by each Bidder and incorporated into each Bidder's Proposal Response.

07.04.03 No Incorporation by Reference by Bidder

The entire content of the Bidder's Proposal should be submitted in a fixed form. The content of web sites or other external documents referred to in the Bidder's Proposal will not be considered to form part of its Proposal Response.

07.04.04 Proposal Response to be Retained by the Issuer

Unless received after the RFP Submission Deadline, the Issuer will not return the Proposal Response, or any accompanying documentation submitted by a Bidder.

07.05 Preferred Bidder

07.05.01 Negotiations/Best and Final Offer/Identification of Preferred Proponent

Based on the scoring of the above-noted stages, the Issuer may at its sole discretion,

- a) at any time, identify the highest ranked Bidder as the Preferred Bidder and accept the Preferred Bidder's Proposal as submitted; or
- b) identify the two highest ranked Bidders as the First Negotiations Bidder (highest ranked) and the Second Negotiations Bidder (second highest ranked) (together the "Negotiations Bidders") and enter negotiations with the First Negotiations Bidder and, failing successful negotiations, at the Issuer's discretion, enter into negotiations with the Second Negotiations Bidder and identify the Bidder with whom the Issuer concludes successful negotiations as the Preferred Bidder.

07.05.02 Discussions with Preferred Bidder

After identifying the Preferred Bidder, if any, the Issuer may attempt to finalize the terms and conditions of the Agreement with the Preferred Bidder, or it may, in its sole discretion,

- a) prior to making the award, enter a letter of intent with the Preferred Bidder, on terms satisfactory to the Issuer, as an interim measure; and
- b) negotiate changes, amendments, or modifications to the Preferred Bidder's Proposal.

The Issuer shall always be entitled to exercise its rights under Section 07 of the RFP.

For certainty, the Issuer makes no commitment to the Preferred Bidder that the Agreement will be executed. The Preferred Bidder acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

07.06

Prohibited Communications, Confidential Information

07.06.01

Prohibited Bidder Communications

Bidders shall address all questions and requests for clarification with respect to their Proposals, or the RFP documents or the RFP process only to the RFP Contact set out in Section 07.02.02 – RFP Contact Information.

Bidders shall not contact or make any attempt to contact,

- a) any <Client Company> employee or representative, other than the RFP Contact; or,
- b) any other Bidder

with respect to a Proposal, the RFP documents, or the RFP process, at any time during the RFP process.

Without limiting the generality of the above, Bidders, shall not contact or attempt to contact,

- a) any member of the Issuer evaluation team for the RFP;
- b) any expert or advisor assisting the Issuer evaluation team;
- c) any employee or agent of the Issuer (other than the RFP Contact)
- d) any member of the Issuer's governing body

on matters related to their Proposal Responses, the RFP documents, or the RFP process at any time during the RFP process.

07.06.02

Bidder Not to Communicate with Media

A Bidder may not at any time directly or indirectly communicate with the media in relation to this RFP or any Agreement awarded pursuant to this RFP without first obtaining the written permission of the RFP Contact set out at Section 07.02.02 of this RFP.

07.06.03

Confidential Information of Issuer

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

- a) is the sole property of the Issuer 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 any subsequent Agreement;
- c) must not be disclosed without prior written authorization from the Issuer; and
- d) shall be returned by the Bidder to the Issuer immediately upon the request of the Issuer

07.06.04

Freedom of Information and Protection of Privacy Act (FIPPA)

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, applies to information provided to the Purchaser by a Bidder. A Bidder should identify any information in its Proposal Response, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Bidder. The confidentiality of such information will be maintained by the Issuer, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Proposal Responses will, as necessary, be disclosed on a confidential basis, to the Issuer's advisors retained for the purpose of evaluating or participating in the evaluation of their Proposals.

By submitting any Personal Information requested in this RFP, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the Preferred Bidder to provide the Deliverables, such information may be used by the Issuer to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the RFP Contact set out in Section 07.02.02 of this RFP in accordance with the Bidders to Review RFP section.

07.07

Reserved Rights and Governing Law

07.07.01

Reserved Rights of the Issuer

The Issuer reserves the right to:

- a) make public the names of any or all Bidders and the name of the successful Bidder(s) and the total price for the contract awarded;

- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Proposal;
- c) assess a Bidder's Proposal Response based on:
 - I. a financial analysis determining the actual cost of the Proposal when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - II. information provided by references;
 - III. the Bidder's past performance on previous contracts awarded by the Issuer;
 - IV. the information provided by a Bidder pursuant to the Issuer exercising its verification or clarification rights under this RFP process; or
 - V. other relevant information that arises during this RFP process;
- d) waive non-compliance where, in the Issuer's sole and absolute discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Proposal, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Issuer will be the sole judge of whether a Proposal Response is accepted or rejected;
- e) verify with any Bidder or with a third party any information set out in a Proposal Response;
- f) check references other than those provided by any Bidder;
- g) disqualify any Bidder whose Proposal Response contains misrepresentations or any other inaccurate or misleading information;
- h) disqualify any Bidder or the Proposal Response of any Bidder who has engaged in conduct prohibited by this RFP;
- i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- j) select any Bidder other than the Bidder whose Proposal Response reflects the lowest cost to the Issuer or the highest score;
- k) Accept or reject a Proposal Response if only one (1) Proposal is submitted.
- l) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where

- I. The Issuer determines it would be in the best interest of the Issuer not to award an Agreement;
- II. The Proposal Response prices exceed the bid prices received by the Issuer for goods acquired of a similar nature and previously done work;
- III. The Proposal Response prices exceed the costs the Issuer would incur by doing the work, or most of the work, with its own resources;
- IV. The Proposal Response prices exceed the funds available for the Goods; Or
- V. The funding for the acquisition of the proposed Goods has been revoked, modified, or has not been approved.

m) Accept any Proposal Response in whole or in part; or

n) Reject any or all Proposal Responses;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Issuer shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Issuer exercising any of its express or implied rights under this RFP.

By submitting its Proposal Response, the Bidder authorizes the collection by the Issuer of the information set out under (e) and (f) in the manner contemplated in those paragraphs.

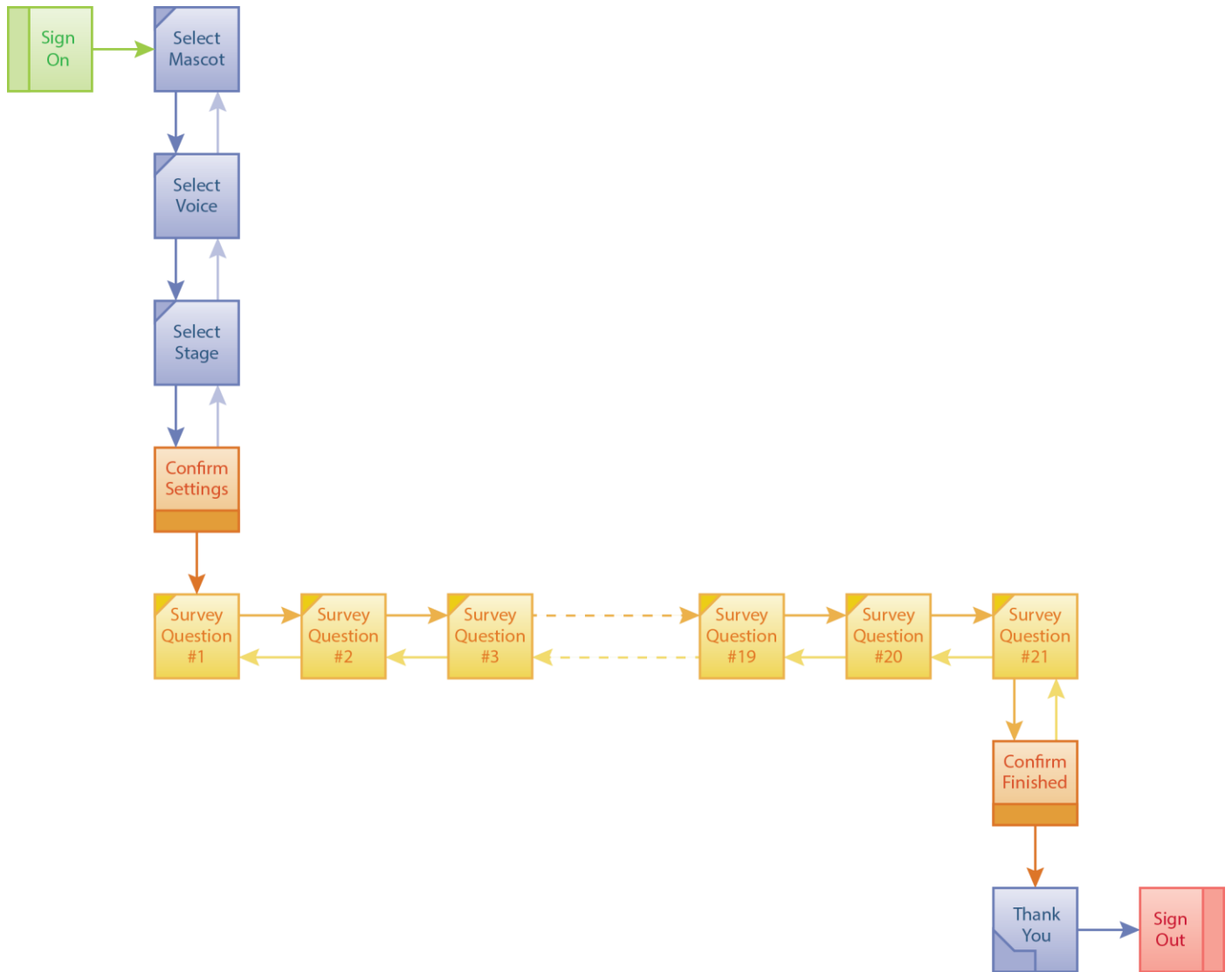
07.08

Governing Law of RFP Process

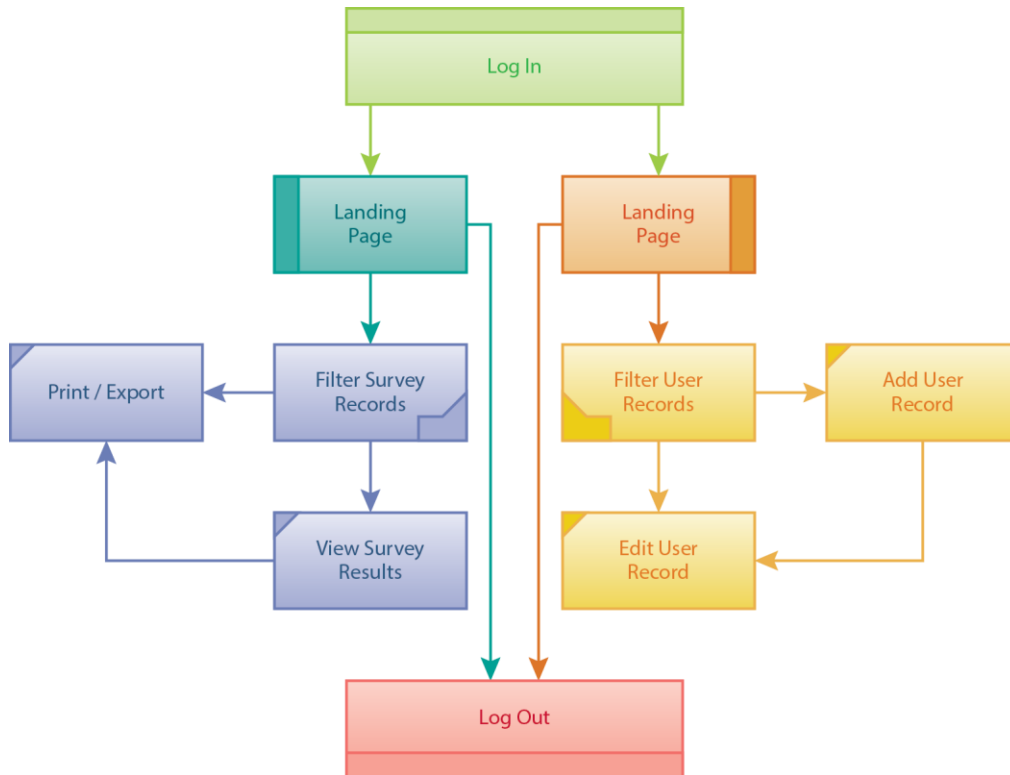
This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

08

Appendix A - Application Conceptual Design User Flow



Appendix B - Web Portal Conceptual Design User Flow



Appendix C - Notice of Intention

<Client Company>
**Request for Proposals
Notice of Intention**

RFP Title: <redacted> Mobile and Web Solution

RFP #: RFPCDI20160321A

Please state your intention regarding this Request for Proposals by selecting one of the following:

- Intend to respond to the above referenced Request for Proposals
- Does not intend to respond to the above referenced Request for Proposals

Please respond in PDF format
by email to: <redacted>
Director
<redacted>@<redacted>.ca

Prime Contractor: _____

Authorized Representative: _____

Address: _____

City, Province, Postal Code: _____

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

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Appendix D – Form of Offer

Note: completing and submitting this form as part of the Bidder's Proposal is a mandatory requirement.

Bidder's registered legal business name and mailing address:

Bidder's representative full name, email address, telephone and facsimile numbers:

The Bidder hereby represents, agrees, declares and/or acknowledges that:

- (a) The information that is submitted is, to the best of the Bidder's knowledge, complete, accurate and up-to-date;
- (b) It consents to the disclosure of its information, including any information identified as confidential by it, by Issuer to any of Issuer or Issuer's consultants or advisors who may be retained for the purposes of evaluating the information, as well as Issuer or Issuer's employees and officers, who need to know in relation to the RFP and the procurement of the Solution;
- (c) The Bidder has specifically identified any information in its submission for which confidentiality is to be maintained by Issuer (rather than the Proposal as a whole);
- (d) The RFP and this Proposal Response do not create any legal obligation on the part of Issuer or restrict Issuer's rights regarding the procurement of any good or service;
- (e) It consents to Issuer performing checks with any customer references provided and with any other relevant references;
- (f) Subject to any disclosures it may make in Exhibit "A" within this Appendix, it is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal Response or, if awarded the work, entering into an agreement with Issuer and providing the deliverables. Subject to the disclosure in Exhibit "A" within this Appendix, the Bidder has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Bidders as part of the RFP procurement process), in bidding on this RFP;

- (g) The goods and/or Services are warranted to perform as specified in the Proposal;
- (h) It will obtain at its own cost all permits, licenses and approvals required in connection with the supply of the goods and/or services pursuant to this RFP;
- (i) The Bidder acknowledges and agrees that Issuer shall have no liability to the Bidder or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by Issuer, whether in contract or tort or otherwise, and including, without limitation, for costs that the Bidder or its sub-contractors incur with respect to the procurement process or for any loss of profit the Bidder or its sub-contractors incur as a result of not being awarded a contract under this procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that Issuer has conducted an unfair procurement process;
- (j) The Bidder acknowledges and agrees that this Form of Offer is paramount in the event of any inconsistency or conflict with any other aspect of Bidder's Proposal; and
- (k) The Bidder hereby represents, agrees, declares and/or acknowledges that the Bidder will be the prime contractor, i.e., Bidder, and, as such, shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any agreement or agreements that may ultimately result from this procurement process.

[Name of Bidder]: _____

Per: _____

I have authority to represent and bind the Bidder.

Name: _____

Title: _____

Telephone: _____

Date: _____

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Appendix E – Client Reference Form

The Bidder should provide at least three (3) references from clients with a similar size and scope to the Issuer's for which the Bidder has provided the same or similar Deliverables within the past five (5) years.

Reference

Company Name:

Company Address:

Contact Name:

Contact Phone #:

Contact Email Address:

Date Work Undertaken:

Nature of Services

Reference

Company Name:

Company Address:

Contact Name:

Contact Phone #:

Contact Email Address:

Date Work Undertaken:

Nature of Services

(Copy this page if more references are necessary)

Reference

Company Name:

Company Address:

Contact Name:

Contact Phone #:

Contact Email Address:

Date Work Undertaken:

Nature of Services

Reference

Company Name:

Company Address:

Contact Name:

Contact Phone #:

Contact Email Address:

Date Work Undertaken:

Nature of Services
