

REQUEST FOR PROPOSAL

RFP No. 2026-03

For

Independent Organizational Review and Facilitation Services

Issue Date: July 22, 2026

**RFP Submission Deadline: 2:00:00 p.m. Eastern Time on
August 12, 2026**

Receipt Confirmation Form

To: Robin Donaldson
Junior Purchaser
Listowel Wingham Hospitals Alliance (LWHA)

Email: purchasing@lwha.ca

Re: External Audit Services RFP No. 2026-03

Vendors are requested to acknowledge receipt of the **Independent Organizational Review and Facilitation Services RFP No.2026-03** and their intent to respond, by sending this form by email to the attention of Robin Donaldson. Vendors submitting this response will be notified of any addendums issued to this RFP, according to the name submitted on this document.

I hereby acknowledge receipt of the above noted RFP.

Please check your answer

I / We DO ☐ DO NOT ☐ Intend to submit a Proposal to this RFP.

Click here to enter text.

(Company Name)

(Representative's Signature)

Click here to enter text.

(Address)

(Name – Please Print)

Click here to enter text.

(City, Province, Postal Code)

(Title)

Click here to enter text.

(Phone)

(Date)

Click here to enter text.

(Email)

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REQUEST FOR PROPOSAL (“RFP”)

RFP 2026-03

A. DEFINITIONS

Except as otherwise defined in this RFP, the defined terms in this RFP are taken from the Preferred Terms Appendix.

ARTICLE 1 INTRODUCTION

1.1 Background

Listowel Wingham Hospitals Alliance ("LWHA") is an alliance between Listowel Memorial Hospital and Wingham & District Hospital established in 2003 to support the delivery of high-quality, patient-centred healthcare services across the communities served by both organizations. The Alliance operates under a single Board of Directors, a shared Chief Executive Officer, and an integrated leadership structure. Strategic, operational, and clinical planning activities are undertaken through the Alliance; however, both hospitals remain distinct legal corporations with separate Hospital Service Accountability Agreements (H-SAAs), budgets, and governance obligations. Each hospital is supported by an independent Foundation dedicated to funding capital projects and equipment for its respective site.

As community hospitals operating within Ontario's publicly funded healthcare system, LWHA is committed to delivering safe, accessible, equitable, high-quality care while maintaining strong governance, effective physician engagement, collaborative leadership, and compliance with applicable legislative, regulatory, and accreditation requirements. Effective partnerships among the Board of Directors, hospital administration, physician leadership, Medical Advisory Committees (MAC), medical staff, professional staff, and healthcare teams are critical to achieving these objectives.

During 2025 and 2026, concerns emerged regarding decision-making processes associated with family physician ambulatory care services at Wingham & District Hospital. While originating from a specific clinical service planning matter, discussions among physician leadership, medical staff, administration, and the Board identified broader concerns related to governance processes, stakeholder engagement, communication practices, transparency of decision-making, escalation pathways, and the integration of medical staff input into organizational planning and operational decisions. These concerns were formally raised and discussed at the Board level and were recognized as having significance beyond the individual matter that initially prompted the discussion.

The concerns identified reflect the importance of maintaining clear and effective processes for clinical service planning and organizational decision-making, particularly where differing perspectives may exist among stakeholders regarding operational priorities, physician engagement, resource utilization, service delivery models, and strategic direction. Stakeholders

have expressed a desire for greater clarity regarding roles, responsibilities, communication pathways, consultation mechanisms, decision-making authorities, and processes for addressing disagreements when consensus cannot be achieved.

LWHA acknowledges that strong governance and physician-administration relationships are foundational components of a high-performing healthcare organization. Consistent with leading practices within Ontario hospitals, there is a recognition that trust, transparency, psychological safety, respectful engagement, and effective communication are essential to supporting patient care, quality improvement, organizational effectiveness, medical staff engagement, and sustainable healthcare leadership.

Accordingly, LWHA, through the collaboration of the Chief Executive Officer, Chief of Staff, and physician leadership representatives, has determined that an independent facilitated review would provide an appropriate opportunity to objectively examine the circumstances that contributed to the current concerns, identify lessons learned, and support meaningful organizational improvement. The review is intended to be constructive, forward-looking, and grounded in principles of continuous quality improvement, organizational learning, procedural fairness, and systems-based analysis rather than individual fault-finding or blame.

LWHA is therefore seeking the services of an independent and experienced third-party facilitator with demonstrated expertise in Ontario hospital governance, physician engagement, healthcare leadership, organizational reviews, facilitation, conflict resolution, and stakeholder engagement. The successful proponent will be expected to bring credibility, neutrality, objectivity, and a thorough understanding of Ontario's hospital environment, including governance structures, physician-administration relationships, Medical Advisory Committee processes, clinical service planning, quality improvement methodologies, and healthcare sector leading practices.

The ultimate purpose of this engagement is to support the development of stronger relationships, improved communication and engagement practices, enhanced governance and decision-making processes, and a shared path forward that supports high-quality patient care, organizational effectiveness, and the long-term success of LWHA. It is the intention of LWHA that the procurement process convened by this RFP be compliant with the Broader Public Sector Procurement Directive.

1.2 Scope/Project

1.2.1 LWHA

This RFP is being issued for the benefit and on behalf of LWHA and the Alliance Hospitals listed in the table set out below:

LWHA

Listowel Wingham Hospital Alliance	Listowel Memorial Hospital Wingham & District Hospital
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1.2.2 Service(s)

This RFP is being issued to obtain proposals for the Service(s) to/for LWHA from qualified vendor(s). In this RFP, such vendors will be known as “Vendors” and their proposals will be called “Proposals”. LWHA’s requirements with respect to this scope of work are outlined in the Service requirements Appendix. It is anticipated that the term of any agreement arising out of this RFP, will be time limited and completed by October, 2026.

1.3 Objectives

LWHA seeks to engage an independent, qualified, and experienced facilitator to support a structured review and facilitation process that advances organizational learning, strengthens stakeholder relationships, and promotes effective governance and decision-making practices. Through this engagement, LWHA seeks to achieve the following objectives:

- Conduct an independent, objective, and evidence-informed review of the circumstances, processes, and stakeholder interactions that contributed to the concerns identified regarding clinical service planning and decision-making.
- Facilitate a comprehensive quality and learning review, together with a broader independent assessment of communication, trust, governance processes, physician-administration relationships, and organizational decision-making practices.
- Utilize a structured, psychologically safe, non-adversarial, and systems-based methodology that promotes open dialogue, organizational learning, continuous quality improvement, and constructive stakeholder engagement.
- Identify contributing factors, process gaps, governance challenges, communication barriers, and systemic issues that may have influenced the circumstances under review.
- Foster meaningful engagement and collaboration among physician leadership, medical staff, administration, and the Board of Directors to support mutual understanding, trust-building, and effective working relationships.
- Assess current decision-making, consultation, escalation, and communication processes against recognized leading practices in Ontario hospital governance, physician engagement, and clinical service planning.

- Provide practical, actionable, and prioritized recommendations that support improvements in governance effectiveness, stakeholder engagement, communication practices, accountability, and organizational decision-making.
- Deliver clear findings, observations, and recommendations that can be communicated to senior administration, Medical Advisory Committee (MAC) leadership, Medical Staff Association (MSA) leadership, and the Board of Directors to support informed decision-making and implementation planning.
- Ensure the review process is conducted with demonstrable independence, impartiality, professional integrity, and procedural fairness, while maintaining confidentiality and respect for all participants.
- Obtain high-quality professional services that deliver the best overall value to LWHA through a competitive procurement process conducted in accordance with the Ontario Broader Public Sector Procurement Directive and recognized public-sector procurement principles.

1.4 LWHA and Alliance Hospitals

1.4.1 Entering into an Agreement

If a Vendor or Vendors are successful in this RFP, the Vendor or Vendors are put on notice that, subject to the terms and conditions in this RFP, including but not limited to being able to reach an agreement between the parties, an agreement with LWHA will be entered into with one or more vendors for the Service(s) as described in this RFP.

1.5 Nature of RFP Process

1.5.1 No Bidding Contract

By issuing this RFP and by receiving compliant Proposals, LWHA does not intend to create any contractual relations or obligations with any Vendor by virtue of issuing this RFP or by receiving or opening or evaluating any Proposal or by conducting negotiations with Vendors.

ARTICLE 2 PROPOSAL SUBMISSION

2.1 Proposal Submission

2.1.1 General

To be eligible for consideration in this RFP process, the Vendor's Proposal must be received before 2:00:00 p.m. Eastern Time on August 12, 2026 (the "Closing Time") and should be in a sealed package bearing the Vendor's name, return address, and RFP# 2026-03 at:

Listowel Wingham Hospitals Alliance
255 Elizabeth Street E
Listowel, Ontario

N4W 2P5
Attention: Bid Administrator Krista Robinson

Or via email submission (preferable) to purchasing@lwha.ca

2.1.2 Proposals received after the Closing Time

Proposals received after the Closing Time shall not be considered and shall be returned to the Vendor unopened. Each Vendor is responsible for the actual delivery of its Proposal to the address and location listed above, regardless of whether the Proposal has been given to couriers, delivery Service(s), Canada Post or employees or agents of LWHHA for delivery to that location.

Proposals transmitted by facsimile or sent by any other electronic means other than email shall not be considered. Notwithstanding anything to the contrary contained in the *Electronic Commerce Act, 2000* (Ontario), as amended, any notice, submission, statement, or other instrument to be given in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

2.1.3 Receipt

Vendors should have the Proposal time stamped at the location referred to in Section 2.1.1 General before the Closing Time and receive a receipt.

Vendors shall allow sufficient time to ensure that the Proposal is received before the Closing Time.

2.2 Format

2.2.1 General

The Proposal should be comprised of and formatted as follows:

All competitive procurement documents and submissions must be submitted and received exclusively through email address of the RFP administrator given in the RFP by the Hospital. Paper and physical media (CD/DVD/USB) will not be accepted. Late bids will be returned unopened by the RFP administrator.

2.2.2 Forms

The Bid Submission Form appendix, and the other appendices requiring execution by the Vendor, shall be completed and signed by a duly authorized signing representative of the Vendor. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

2.2.3 Separate Files

Vendors should be advised that the RFP document is locked and is “Read-Only”. Proposals should be formatted as outlined in the table below using the appendix templates provided in the “Response

Appendices” file. The entire RFP response will be comprised of the Response Appendices only. The following format is applicable for both paper copies and digital copies of the RFP proposal.

Folder	Response Appendix	Format of File Names (File names cannot include any symbols i.e. #, &, + etc.)
Not part of RFP proposal	Receipt Confirmation Form	To be completed and returned as per Section 2.3.
Folder 1 – Vendor Information		
	Bid Submission Form Appendix	<i>“Bid Submission Form Appendix”</i>
	Executive Summary	<i>“Executive Summary”</i>
	Corporate Overview Appendix	<i>“Corporate Overview Appendix”</i>
	References Appendix	When submitting a <i>“References Appendix”</i> for more than one type of Service(s) please name each file as follows: <i>“Service(s) Type – Reference Appendix”</i>
	Declaration of Conflict Statement	<i>“Declaration of Conflict Statement”</i>
	Statement of Full Disclosure	<i>“Statement of Full Disclosure”</i>
	Legal Actions	<i>“Legal Actions”</i>
Folder 2 – Service(s) Specifications		
	Service Requirements Appendix	When submitting a <i>“Service requirements Appendix”</i> for each type of Service(s) please name each file as follows; <i>“Service(s) Type – Service requirements Appendix”</i>
	Requirements Appendix	<i>“Requirements Appendix”</i>
Folder 3 – Preferred Terms		

Folder	Response Appendix	Format of File Names (File names cannot include any symbols i.e. #, &, + etc.)
	Preferred Terms Appendix	When submitting objections to the “ <i>Preferred Terms Appendix</i> ”, name the file as follows: “ <i>Objections – Preferred Terms Appendix</i> ”
Folder 4 – Pricing Documents (Separate File)		
	Purchase Price Appendix	When submitting a “ <i>Purchase Price Appendix</i> ” for each type of Service(s), please name each file as follows: “ <i>Service(s) Type - Purchase Price Appendix</i> ” Any additional pricing documents that the Vendor wishes to include in addition to the Purchase Price Appendix should be submitted in this Folder 7. Such additional pricing documentation should clearly identify, in addition to pricing, Vendor name, Service(s) type.

2.2.4 Technical Issues

In preparing a Proposal, the Vendors should adhere to the following:

- a) all pages should be numbered;
- b) avoid using symbols in the file name such as &, #, etc.;
- c) file sizes should not exceed 10 MB. Information may be split up into separate files if necessary;
- d) avoid using scanned copies of files if possible as this increases the size of the file;
- e) the appendices provided, as appropriate, are to be used for the Proposal.

2.3 Receipt Confirmation Form

Vendors should complete and return by facsimile or email the form entitled Receipt Confirmation Form located on page 2. Specific instructions are provided on the Receipt Confirmation Form.

Vendors confirming receipt of this RFP document by submitting the Receipt Confirmation Form will be notified of any updates and amendments to the RFP by way of email.

2.4 Withdrawal of Proposal

A Vendor may withdraw its Proposal only by giving written notice received by the Bid Administrator before the Closing Time of this RFP. Following the Closing Time, no Proposals may be withdrawn. The LWHA has no obligation to return withdrawn Proposals.

2.5 Amendment of Proposal

A Vendor may amend its Proposal after submission but only if the Proposal is amended and resubmitted before the Closing Time by written notice to the “Bid Administrator” (as that term is defined in Section 3.1.1).

2.6 Proposal Irrevocability

Subject to the Vendor’s right to withdraw a Proposal in accordance with Section 2.4 Withdrawal of Proposal. We confirm this Proposal is irrevocable and open for acceptance for a period of **120** days from the Closing Time g Time.

2.7 Opening Proposals

LWHA reserves the right to open Proposals privately or as it deems appropriate. Notwithstanding the foregoing, Proposals shall not be opened until after the Closing Time.

2.8 Requirements

For the purposes of the requirements stated in this RFP

- a) “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and
- b) “should”, “could” and “may” indicate that the requirement is discretionary.

Vendors should note that there are requirements of the Vendors that are outside the project and informational requirements set out in ARTICLE 4 MANDATORY REQUIREMENTS and ARTICLE 5 GENERAL REQUIREMENTS.

ARTICLE 3 RFP PROCEDURES

3.1 Bid Administrator

3.1.1 Contact Information

All questions and communications regarding this RFP should be directed to the Bid Administrator:

Name:	Krista Robinson
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Title:	Junior Purchaser
E-mail address:	purchaser@lwha.ca

3.1.2 Notice

The Vendor is put on notice that from the date of issue of the RFP through any award notification of the Agreement:

- a) only the Bid Administrator is authorized by LWHA to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- b) Vendors should not contact any of the LWHA staff (except for the Bid Administrator) in regards to this RFP, unless instructed to in writing by the Bid Administrator;
- c) under no circumstances shall the Vendor rely upon any information or instructions from LWHA, their employees, or their agents unless the information or instructions is provided in writing by the Bid Administrator in the form of an addendum; and
- d) LWHA, their employees nor their agents shall be responsible for any information or instructions provided to the Vendor, with the exception of information or instructions provided in an addendum by the Bid Administrator.

3.2 Information

3.2.1 Vendor to Review

The Vendor must carefully review this RFP and ensure that the Vendor has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Vendor is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

3.2.2 Vendor to Notify

If the Vendor discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Vendor must notify the Bid Administrator in writing prior to submitting the Vendor's Proposal.

Vendors shall not:

- a) claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 3.2.1 Vendor to Review were present with respect to this RFP; or
- b) hold any member of LWHA, or LWHA staff liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

3.3 Clarification and Questions

3.3.1 Submission

Vendors may request clarification of this RFP by:

- a) submitting all requests for clarification by email, courier, delivery, or mail to the Bid Administrator or as otherwise directed by the Bid Administrator;
- b) including the Vendor's address, telephone number, facsimile number and email address; and
- c) if the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- d) submitting all requests in writing for clarification before the event date, indicated in Article 6 - Selection Milestones.

3.3.2 Questions and Answers

LWHA will provide Vendors with written responses, in the form of addenda, to questions that are submitted in accordance with Section 3.3.1 Submission, subject to the provisions of this Section. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda to Vendors that have submitted a Receipt Confirmation Form. In answering the Vendor's questions, the Bid Administrator will include in all addenda the questions asked but will not attribute the questions to any Vendor. Notwithstanding the foregoing, the Bid Administrator may in its sole discretion answer similar questions from various Vendors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

3.3.3 Issued Addenda

3.4 All addenda will be posted on the electronic tendering system used for this RFP. Vendors are solely responsible for monitoring the portal and retrieving all addenda. **The Receipt Confirmation Form is optional and does not limit access to addenda.” Additional Rights**

LWHA shall have the right without liability, cost, or penalty and in its sole discretion to exercise any of the rights set out in Section 3.4.

3.4.1 Amendments to the RFP

Subject to Section 3.3.3 Issued Addenda, LWHA shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written or oral, will amend this RFP. The Vendor is responsible to ensure it has received all addenda, if any. The addenda shall be binding on each Vendor.

3.4.2 Right to Cancel the RFP

LWHA may request written clarifications that do not alter the price or any material aspect of a submission. No proposal may be materially amended after Closing. If all proposals are non-compliant, LWHA may cancel and reissue the RFP.

3.4.3 Clarification of Vendor's Proposal

LWHA shall have the right at any time after Proposal submission, to seek clarification from any Vendor in respect of such Vendor's Proposal, without contacting other Vendors. LWHA is not obliged to seek clarification of any aspect of a Proposal.

Any clarifications sought shall not be an opportunity to either correct errors or to change the Vendor's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by LWHA from a Vendor in response to a request for clarification from LWHA shall be considered part of the Vendor's Proposal.

3.4.4 Verification of Information

LWHA shall have the right to:

- a) verify any Vendor statement or claim by whatever means LWHA deems appropriate, including contacting persons in addition to those offered as references, and to reject any Vendor statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- b) access the Vendor's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability.

The Vendor shall co-operate in the verification of information and is deemed to consent to LWHA verifying such information.

3.4.5 Proposal Acceptance

The lowest price Proposal or any Proposal will not necessarily be accepted. Subject to Section 9.6, LWHA shall not be obliged to provide reasons for the rejection of any Proposal. While price and financial considerations are an element in the evaluation process, there are other General Requirements in this RFP to consider in evaluating the Proposals.

3.4.6 Right to Waive Irregularities

LWHA shall have the right to waive any irregularities in Proposals or in the submission of Proposals, provided that such irregularities are minor and do not constitute a substantial deviation as set out in ARTICLE 4 MANDATORY REQUIREMENTS below.

3.4.7 Right to ask for Resubmission

If LWHA determines that either:

- a) all of the Proposals submitted are non-compliant; or
- b) none of the Proposals meet the needs of LWHA

then LWHA may carry out a process whereby all Vendors are allowed the opportunity to correct their Proposal without a change in their pricing.

ARTICLE 4 MANDATORY REQUIREMENTS

4.1 General

Proponents must demonstrate that they possess the qualifications, expertise, independence, and organizational capabilities necessary to successfully perform the Services described in this RFP. The Proponent **must**:

(a) Independence, Neutrality and Conflict-Free Status

- Be demonstrably independent, impartial, and free from any actual, potential, or perceived conflict of interest.
- Have no current or previous professional, advisory, employment, consulting, governance, physician, or financial relationship that could reasonably be perceived to compromise the objectivity or independence of the review.
- Disclose any actual, potential, or perceived conflict of interest involving LWHA, its Board of Directors, physicians, medical staff, professional staff, leadership team, employees, affiliated organizations, or related parties.
- Demonstrate the ability to provide an objective, fact-based, and unbiased review process that maintains the confidence of all stakeholders throughout the engagement.

(b) Ontario Healthcare Sector Knowledge and Experience

- Possess substantial and recent experience within Ontario hospitals and the broader healthcare sector.
- Demonstrate comprehensive knowledge of Ontario hospital governance, physician-hospital relationships, Medical Advisory Committee (MAC) structures, Medical Staff Associations (MSA), clinical leadership models, and Board governance responsibilities.
- Demonstrate a strong understanding of the Public Hospitals Act, Hospital Service Accountability Agreements (H-SAAs), Ontario Health priorities, Accreditation Canada standards, quality improvement principles, and leading practices related to healthcare governance and organizational effectiveness.

- Demonstrate experience supporting hospitals and healthcare organizations in matters involving physician engagement, clinical services planning, governance processes, organizational change, stakeholder relations, and complex decision-making environments.

(c) Facilitation, Review, Investigation and Quality Improvement Expertise

- Demonstrate significant experience conducting independent healthcare reviews, structured quality and learning reviews, organizational assessments, governance reviews, facilitated discussions, and stakeholder engagement processes.
- Possess expertise in systems-based analysis, root cause analysis, contributing factor analysis, organizational learning methodologies, and continuous quality improvement frameworks.
- Demonstrate experience facilitating reviews involving complex organizational, governance, leadership, communication, relationship, or decision-making concerns within healthcare environments.
- Be capable of applying a psychologically safe, non-punitive, evidence-informed, and learning-focused approach that promotes transparency, accountability, and organizational improvement.
- Demonstrate experience developing objective findings, identifying system-level issues, and formulating practical, actionable recommendations for hospital leadership and governing boards.

(d) Facilitation, Mediation and Stakeholder Engagement Capability

- Demonstrate the ability to effectively facilitate structured discussions and constructive dialogue among physicians, medical staff, senior administration, Board members, and other healthcare stakeholders.
- Possess demonstrated expertise in conflict resolution, consensus-building, mediation, relationship restoration, and stakeholder engagement within complex healthcare environments.
- Demonstrate the ability to manage sensitive, high-profile, and potentially contentious discussions while maintaining neutrality, professionalism, procedural fairness, and psychological safety.
- Demonstrate experience engaging diverse stakeholder groups and fostering collaborative solutions that support trust-building, effective communication, and sustainable organizational relationships.

(e) Qualified Resources and Organizational Capacity

- Assign appropriately qualified personnel with direct experience in Ontario healthcare governance, physician engagement, facilitation, dispute resolution, organizational reviews, healthcare leadership, and quality improvement.
- Demonstrate sufficient organizational capacity, resources, and availability to complete the engagement within the timelines identified in this RFP.
- Be capable of conducting in-person meetings, interviews, facilitated sessions, and presentations at LWHA locations as required.
- Identify the proposed lead facilitator and any supporting team members, including their qualifications, credentials, relevant experience, and roles within the engagement.

(f) Confidentiality and Professional Standards

- Demonstrate the ability to maintain strict confidentiality and comply with all applicable privacy, confidentiality, and information management requirements, including the Personal Health Information Protection Act (PHIPA), where applicable.
- Adhere to recognized professional, ethical, and facilitation standards throughout the engagement.
- Demonstrate experience conducting sensitive healthcare reviews in a manner that protects stakeholder trust, promotes procedural fairness, and preserves organizational integrity.

4.2 Agents/Subcontractors

The Vendor shall indicate whether the Vendor intends to use agents or subcontractors to perform the Service(s) outlined in the Agreement and shall provide details on who they are and the Service(s) the agent/subcontractor shall perform. The successful Vendor shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by LWHA.

If the Vendor is not using agents or subcontractors on this RFP, the Vendor should respond by stating not applicable.

4.3 Consortium Information

Where a consortium is bidding on this RFP, the Vendor shall:

- a) provide the name of the prime Vendor; and
- b) confirm that the prime Vendor shall assume full responsibility and liability for the work and actions of all consortium members with respect to this RFP.

If a consortium is not bidding on this RFP, the Vendor should respond by stating not applicable.

4.4 Mandatory Requirements Summary:

4.5 Proposal Format

The Vendor should

- a) completely address, on a detailed and point-by-point basis, each requirement identified in this ARTICLE 5;
- b) adhere to the Proposal format requirements set out in Section 2.2 Format of this RFP; and
- c) respond to these General Requirements in the Requirements Appendix or as otherwise directed in this RFP.

4.6 Executive Summary

The Vendor should submit an executive summary of the Proposal covering the main features, benefits, and any limitations or conditions, in non-technical terms. The executive summary should have no reference to price and should not exceed three (3) 8.5 by 11 inch pages.

4.7 Bid Submission Form Appendix

Each Vendor should complete and submit the Bid Submission Form Appendix.

4.8 Corporate Overview Appendix

Each Vendor should complete and submit the Corporate Overview Appendix.

4.9 Letters of Reference

4.9.1 References Appendix

The Vendor should complete and submit the References Appendix. With such appendix, the Vendor should provide a minimum of two (2) references indicating contact names and contact particulars of existing clients for whom it is providing Service(s), products or Service(s) of a similar type, size and complexity. It is intended that these references will be contacted by LWHA to follow up on the references. The results of reference checks will be taken into consideration during the evaluation of Proposals.

4.10 Declaration of Conflict of Interest Statement

The Vendor should set out any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations described in the Preferred Terms Appendix. Specifically, Vendors are required to include in their submission a Declaration of Conflict of Interest Statement which identifies, to the best of the Vendor's knowledge, no person(s) employed by LWHA, including medical staff in any capacity:

- a) has direct or indirect financial interest in the award of an Agreement to any Vendor;
- b) is currently employed by, or is a Vendor to or is under contract to a Vendor;
- c) is negotiating or has an arrangement concerning future employment or contracting with any Vendor; or
- d) has an ownership interest in, or is an officer or director of, any Vendor.

4.11 Statement of Full Disclosure

Vendors are required to include in their submission a Statement of Full Disclosure for financial and other support provided to any LWHA staff including medical staff, in the last year. This may include but is not limited to: Service(s), seminars, other education, Vendor visits, and research support.

4.12 Legal Actions

In a separate schedule, the Vendor should submit a five year history of litigation and/or arbitration between the Vendor and its clients, including a brief summary of each claim and the details of its resolution, including the terms of such resolution.

4.13 Service(s)

4.13.1 Scope of Service(s)

In completing the Purchase Price Appendix, the Vendor should identify each item of Service(s) that the Vendor proposes to supply in order to fulfil the requirements of this RFP. If required, a Vendor may add supplementary pages to the Purchase Price Appendix to capture the detail sought by the LWHA.

4.13.2 Demonstrated Capability

In its proposal, the Vendor should demonstrate:

- a) An understanding of the requirements for the Service(s) required by this RFP and the approaches that the Vendor will take to meet those requirements.
- b) Understanding of the financial requirements of the Ministry of Health reporting and use of public funds.

4.13.3 Sourcing

The Vendor should provide a list of Service(s) providers included in or forming part of the Service(s) which are not specifically offered by the Vendor. Where the Vendor has a business relationship with such service provider, it shall identify the service provider and the nature and the extent of the relationship.

4.14 Service Requirements

The Vendor should review the service requirements set out in the Service requirements Appendix and demonstrate which service requirements the Vendor will be able to meet. The Vendor should provide detailed responses in the Service requirements Appendix. The Vendor should identify any Service(s) not applicable to the proposed Service(s) as “not applicable”. The Vendor should identify any Service(s) not available for the proposed Service(s) as “not available”. If applicable, any information that the Vendor may need from the service provider to answer the questions should be obtained and provided in the Service requirements Appendix. In addition, the Vendor should provide complete responses in the Service requirements Appendix and should not reference other sections of the Proposal in a response.

4.15 Additional Requirements Appendix

The Vendor should review and complete the information and requirements Additional Requirements Appendix and clearly identify any requirements that the Vendor cannot or will not meet.

4.15.1 Infection Control

Without limiting the Vendor’s obligations in any other part of this RFP, whenever the Vendor is providing Service(s) on the premises of a Hospital within LWHA, it shall comply with LWHA’s Infection Control Policy.

4.16 Preferred Terms Appendix

4.16.1 Terms to be Negotiated

The Preferred Terms Appendix represents the General agreement language proposed by LWHA. Proponents shall submit with their proposal, the Engagement Letter Terms. Where a Vendor takes exception to one or more of the commercial terms in the Preferred Terms Appendix, it shall submit with its Proposal a copy of the Preferred Terms Appendix and note within such appendix any particular commercial term to which it objects, the reason for its objection and the specific contractual replacement language which it proposes as a substitute. If negotiations are initiated with a Vendor, any negotiations of the Preferred Terms Appendix will be limited to the objections made by the Vendor, if any, in its Proposal and the Engagement Letter Terms.

4.17 Pricing

4.17.1 General

The Vendor should quote all prices in Canadian dollars. Prices should not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise noted by the Vendor, are fixed for the term of the Agreement. All prices quoted by the Vendor shall include all applicable taxes except Value Added Taxes which should be stated as additional to the quoted price or prices.

In the event of any discrepancies in a Vendor's pricing, the lowest price submitted by the Vendor shall prevail and, if necessary, its overall price offer shall be amended accordingly.

4.17.2 Pricing Appendices

The Vendor should complete and submit the Purchase Price Appendix and the Additional Pricing Information Appendix. A separate Pricing Appendix should be completed for each type of Service(s) proposed. The Additional Pricing Information Appendix should be completed once for all proposed Service(s) unless a particular response would differ on a specific type of Service(s).

4.17.3 Agreement Term

It is expected the engagement shall be completed by October 2026

4.17.4 Estimates

To the best of the knowledge of LWHA, the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve Vendors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFP. LWHA does not represent or warrant that the information is comprehensive or exhaustive and assume no responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, LWHA does not make any representation or warranty that such data or information represents an accurate forecast of volumes and/or needs.

4.18 Purchase Price Appendix

4.18.1 Purchase Price Appendix

The Vendor should complete and submit the Purchase Price Appendix. A separate pricing file or folder should be completed for each type of Service(s) proposed.

4.18.2 Discounts

The Vendor should identify discount opportunities for LWHA, including but not limited to the following:

- a) Early payment;
- b) Electronic commerce;
- c) Electronic funds transfer payments;
- d) Related Service(s) discounted enhancements;
- e) Other discounts not referred to above.

The Vendor should submit any such available discounts in the Additional Pricing Information Appendix.

4.18.3 Payment Terms

LWHA's payment terms are net 30 days. Vendors wishing to propose different payment terms shall so indicate in the Additional Pricing Information Appendix.

4.18.4 Price Escalation

If the Vendor is proposing any price escalations for Service(s), during the term of the Agreement, it should identify escalation provisions in detail in the Additional Pricing Information Appendix.

4.18.5 Cost Reduction Initiatives

In the Additional Pricing Information Appendix, the Vendor should provide details of any cost reduction initiatives that it believes will be profitable to LWHA and details of when and how such cost reduction initiatives may be implemented. The Vendor should explain in detail the manner in which these cost reductions could be achieved and the benefits that will be gleaned by LWHA.

4.18.6 Hospital Information Practices Cost

In the Additional Pricing Information Appendix, the Vendor should confirm that it has included in its pricing to LWHA all costs related to privacy compliance with respect to LWHA's information practices. Details of LWHA's information practices are included in the Personal Health Information Appendix.

4.18.7 Financial Viability

The Vendor should provide financial information sufficient for LWHA to adequately establish the Vendor's financial capability to provide and support the scope of Service(s) in its Proposal. Such information may take the form of an annual report, banking information and/or guarantees, which information should be submitted as an attachment to the Additional Pricing Information Appendix.

4.18.8 Value Added

A Vendor may include value added Service(s) in its Proposal (in this Section 5.27.9, "VA Service(s)"). If a Vendor so elects, it should set the VA Service(s) out as an attachment to the Additional Pricing Information Appendix. Such VA Service(s) should specifically relate to the scope of Service(s) described in this RFP and should directly impact the price of the Service(s) being procured or reduce the cost to LWHA. VA Service(s) may include, but not be limited to:

- a) innovative or enhanced Service(s) solutions that are of benefit to LWHA;
- b) direct financial or indirect financial benefits; and
- c) discounts, rebates, and other incentives.

By permitting Vendors to VA Service(s), LWHA does not assume any obligation to the Vendor to consider or evaluate such Service(s). In the event that LWHA elects to evaluate VA Service(s), the evaluation will be undertaken pursuant to Section 8.2.

4.19 Personal Health Information Appendix

4.19.1 Confirmation of Practices

LWHA's information practices and requirements are found in the Preferred Terms Appendix at 10.1.2. Each Vendor should submit their response in the 'Personal Health Information Appendix' to the following:

- a) LWHA's information practices: how LWHA's information practices are to be met.
- b) The Vendor's information practices:
 - How the Vendor's information practices comply with the Personal Health Information Protection Act ("PHIPA");
 - How the Vendor proposes to protect Personal Health Information or PHI (as defined in PHIPA) from theft, loss and unauthorized access, copying, modification, use, disclosure, and disposal;
 - The processes and practices the Vendor has implemented to manage a "data breach", i.e., the theft, loss, unauthorized access to, copying, modification, use, and disposal of PHI; and
 - Samples of the materials the Vendor has made available to the public describing its information practices and any applicable privacy policies.
- c) Where the Vendor's information practices are not as rigorous as those described in LWHA's Personal Health Information Appendix, the Vendor will conform its practices to those of LWHA and indicate the date by which conformity will be achieved.

4.20 Extending Agreement to other Entities

The Vendor should indicate how any agreement that is finalized would be extended to other hospitals, long term care facilities, or other Broader Public Sector facilities for the duration of the agreement term.

ARTICLE 5 SELECTION MILESTONES

5.1 Selection Milestones

Subject to the right of LWHA to amend any aspect of this RFP, the following represents the anticipated timetable for events and activities which will take place pursuant to this RFP.

5.2 Changes in Dates

The dates are subject to change at the sole discretion of LWHA. All times are shown as Eastern Time. In the event a change is made to these dates, the Vendors that have completed the Receipt Confirmation will receive the addendum.

Event	Date
RFP issued	July 22, 2026
Vendor questions to be received in writing before	August 07, 2026
Response/addenda to Vendor by	August 10, 2026
RFP Closing Time	August 12, 2026
Anticipated Agreement Start Date	TBD

ARTICLE 6 DISQUALIFICATION OF PROPOSALS

6.1 Disqualification`

Without limiting the other rights of LWHA, as described in other Articles of this RFP, LWHA, without liability, cost or penalty, and in its sole discretion, may disqualify any Proposal at any stage of the RFP process if:

- a) the Proposal contains materially incorrect information;
- b) the Vendor materially misrepresents any information provided in its Proposal;
- c) there is any evidence that the Vendor, its employees, or agents colluded with one or more other Vendors or any of its or their respective employees or agents in the preparation of the Proposal;
- d) the Vendor's lack of co-operation impedes the RFP process or the evaluation of any Proposal or Proposals submitted pursuant to this RFP;
- e) the Vendor has previously committed a breach of a contract with a Hospital;
- f) the Vendor has been charged or convicted of a summary conviction or criminal offence in respect of a contract with one of LWHA;
- g) the Vendor submits a Proposal that is determined to be non-compliant with the requirements of this RFP;
- h) in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the RFP process, cannot continue to be a Vendor, or cannot fulfill the obligations set out in this RFP;

- i) the Vendor reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the Bid Administrator;
- j) the Vendor submits a Proposal with respect to the subject matter of this RFP to anyone outside of the Bid Administrator;
- k) the Vendor contacts any member of the evaluation team, other than the Bid Administrator, or any LWHA staff either directly or indirectly in order to obtain information in regards to this RFP; or
- l) the Vendor extends either verbally or in writing to any member of the evaluation teams or any LWHA staff either directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of LWHA, is intended to alter the outcome of the RFP.

ARTICLE 7 EVALUATION PROCESS

7.1 General

The evaluation process described in this ARTICLE 8 – EVALUATION PROCESS will be applied to Proposals which have not been returned or disqualified pursuant to ARTICLE 2 – PROPOSAL SUBMISSION, Sections 2.1, 2.2.1 and 2.2.2 and/or ARTICLE 7 – DISQUALIFICATION OF PROPOSALS. The objective of the evaluation is to identify, from such Proposals, those which will satisfy the mandatory requirements described in Section 8.3, meet the requirements of LWHA and provide the best overall value to LWHA.

The steps in the evaluation of Proposals are as follows:

- a) Review for compliance with Mandatory Requirements;
- b) Evaluation and re-evaluation of the recommended or primary solution included in Proposals against the evaluation criteria described in Section 8.2, with the resulting award of points;

The conduct of evaluations pursuant to this Article 8 shall in no way restrict the rights of LWHA provided under this RFP, including those described in Section 3.4.

7.2 Evaluation Criteria:

Category	Weight	Evaluation Considerations
1. Understanding of the Assignment, Methodology, Review Framework and Overall Approach	30%	• Demonstrated understanding of the dual nature of the engagement, including both the quality/learning review component and broader organizational review component. • Demonstrated understanding of the unique healthcare, governance, physician engagement, and organizational dynamics described within the RFP. • Use of recognized healthcare quality improvement, organizational review, governance, facilitation, conflict resolution, and systems-based review

		methodologies. • Application of psychologically safe, non-punitive, learning-oriented, and just culture principles. • Clear methodology for information gathering, stakeholder engagement, document review, interviews, facilitated discussions, event reconstruction, contributing factor analysis, and systems analysis. • Emphasis on patient-centred care, patient safety, quality improvement, organizational effectiveness, and governance accountability. • Demonstrated ability to distinguish between facts, observations, interpretations, findings, and recommendations. • Appropriateness, completeness, and feasibility of the proposed approach for the healthcare environment.
2. Ontario Healthcare Sector Experience, Facilitation Capability, Independence and Credibility	20%	• Demonstrated experience within Ontario hospitals and the broader healthcare sector. • Experience working with Boards of Directors, Medical Advisory Committees (MAC), Medical Staff Associations (MSA), Chiefs of Staff, physician leaders, senior executives, and healthcare professionals. • Demonstrated expertise in clinical governance, physician engagement, organizational leadership, healthcare transformation, and stakeholder relations. • Demonstrated independence, neutrality, objectivity, and freedom from conflicts of interest. • Professional credibility and reputation within the healthcare sector. • Experience facilitating high-profile, sensitive, and potentially contentious healthcare matters. • Demonstrated ability to create psychological safety and foster constructive dialogue among diverse stakeholder groups. • Strength and relevance of healthcare references.
3. Qualifications, Expertise and Resource Capacity	15%	• Qualifications, credentials, and experience of the proposed lead facilitator and supporting team members. • Demonstrated expertise in healthcare facilitation, organizational reviews, governance reviews, quality improvement, physician engagement, mediation, dispute resolution, and stakeholder engagement. • Experience conducting similar engagements involving governance challenges, physician-administration relationships, communication breakdowns, organizational trust issues, and healthcare leadership matters. • Depth of multidisciplinary expertise, including healthcare governance, organizational development, facilitation, quality improvement, and healthcare operations.

		• Availability and capacity to complete the engagement within the required timelines.
4. Service Requirements, Stakeholder Engagement and Deliverables	15%	• Completeness and quality of responses provided in the Service Requirements Appendix. • Quality and realism of the proposed project plan, timelines, milestones, and engagement strategy. • Approach to engaging physicians, medical staff, administration, Board members, and other stakeholders. • Demonstrated ability to manage diverse perspectives, historical tensions, and complex organizational dynamics. • Quality of proposed reporting structure, findings framework, recommendations methodology, and presentation approach. • Focus on sustainable relationship-building, governance enhancement, organizational learning, and continuous improvement. • Practicality, clarity, and implementation readiness of proposed outputs and recommendations.
5. Financial Proposal and Value	15%	• Overall proposed cost and value to LWHA. • Reasonableness, transparency, and completeness of the pricing structure. • Clarity of proposed resource allocation, staffing model, hourly rates, and estimated effort. • Alignment between proposed methodology and associated costs. • Demonstrated best overall value considering quality, expertise, methodology, and outcomes rather than lowest cost alone. • Discounts and payment terms may be reviewed for informational purposes but will not materially impact scoring.
6. Interview / Presentation (at LWHA's Sole Discretion)	5%	• Demonstrated understanding of LWHA's objectives, governance environment, and stakeholder landscape. • Ability to communicate complex concepts clearly and professionally. • Demonstrated facilitation style, neutrality, credibility, and professionalism. • Ability to respond effectively to questions from evaluation committee members. • Demonstrated fit, team dynamics, and confidence in delivering the engagement. • Overall presentation quality and professional approach.

7.3 Step 1 - Review of Mandatory Requirements

The Vendor's Proposal shall be reviewed for compliance with the terms of ARTICLE 4 MANDATORY REQUIREMENTS. Proposals that fail to substantially comply with the terms of ARTICLE 4 MANDATORY REQUIREMENTS shall be rejected as non-compliant.

7.4 Step 2 – Review of Compliant Proposals Against Evaluation Criteria

Proposals will be evaluated against the evaluation criteria described in Section 8.2 and points awarded accordingly. No significance should be placed on the order of the evaluation criteria listed in Section 8.2.

7.5 Step 3 – Reference Review and Verification

Subject to the provisions of Section 8.9 which shall apply in the event that two or more Vendors are awarded an identical points, when the highest scoring Vendor(s) has/have been identified through the evaluation carried out in Step 1 and Step 2 (if applicable), and before any short-listed Vendor has been identified, LWHA intend to verify the references provided by the Vendor(s) in the References Appendix submitted pursuant to this RFP. LWHA shall be entitled to make reference checks in a manner of their own choosing, including personal interviews, telephone and electronic or printed correspondence. Reference checks will be conducted and assessed as to the LWHA's satisfaction with the performance of the Vendor and with the Service(s), which the Vendor may have delivered.

Once reference checks have been completed, the results for each Vendor will be assessed on a pass/fail basis. Where the reference checks for a Vendor are assessed and that Vendor is judged to have failed, its Proposal may, at the discretion of LWHA, be rejected. For Vendors whose references have been assessed as passed, LWHA may select one or more Vendors as short-listed and invite them to participate in the activities described in Section 8.7. Where this RFP does not provide for short-listed Vendors, LWHA may, on the basis of the same reference checks, select a preferred Vendor, give notice to such Vendor of its position and invite it to participate in negotiations pursuant to Section 9.3 of this RFP.

7.6 Step 4 - Further Evaluations of Short-Listed Vendors

Where one or more Vendors have been short-listed, each such Vendor may be requested to make a formal presentation, and or provide a site visit to their facility, regarding their Proposal

LWHA may require short-listed Vendors to answer questions about their Proposal during any formal presentation. Prior to any presentation or site visit, LWHA may, at their option, provide the Vendors with questions that will be addressed during further evaluation. LWHA will not provide critiques of any submission or discuss the merits of one submission in comparison to others.

Where Vendor(s) have undertaken presentations or provided site visits, further points may be awarded pursuant to Section 8.2. The final selection, if any, of the preferred Vendor(s) will be based on the points awarded to such Vendor(s) pursuant to Sections 8.4 and 8.7, subject to the adjustment described in Section 8.5.

7.7 LWHA's Intentions

Without in any way limiting their rights under this RFP, it is the intention but not the obligation of LWHA to enter into negotiations with the Vendor(s) submitting a compliant Proposal which has not been rejected or disqualified pursuant to the terms of this RFP and has been awarded the highest number of points pursuant to this Article 8.

7.8 Method to Resolve Tie Scores Between Vendors

In the event that two or more Vendors are awarded the identical number of points pursuant to Sections 8.4 and 8.7 above, the tie will be broken in favour of the Vendor or Vendors receiving the highest points award for item (iv) "Purchase Price" in the table found in Section 8.2. In the event that a tie still persists after considering the points allocation for "Purchase Price", the tie shall be broken in favour of the Vendor or Vendors receiving the highest points award for item (x) "Vendor Presentations" in the table found in Section 8.2.

ARTICLE 8 PREFERRED TERMS AND AWARD

8.1 Form of Agreement

Subject to Section 9.3 Negotiations with Vendors, the principal commercial terms of the Agreement that the Vendor will be required to sign are found in the Preferred Terms Appendix. Any resulting Agreement shall incorporate the terms and conditions of the Preferred Terms Appendix and the Engagement Letter Terms, except to the extent that such appendix has been amended pursuant to this RFP, together with the schedules to the Preferred Terms Appendix completed and populated using the information derived from the relevant appendices and attachments included in the Proposal of the successful Vendor.

8.2 Notice

LWHA shall notify the successful Vendor(s) that it has been selected to enter into discussions to finalize the Agreement(s).

8.3 Negotiations with Vendor(s)

After selection of the successful Vendor(s), LWHA may finalize the terms of an Agreement by negotiation, subject to the following:

- a) prior to making the award, LWHA shall have the option of entering into a Letter of Intent, on terms satisfactory to LWHA, as an interim measure;

- b) LWHA may, in its sole discretion, negotiate changes, amendments, or modifications to the Vendor's Proposal or to one or more terms in the Preferred Terms Appendix;
- c) based on the different requirements within the RFP and the various Vendor Proposals received, negotiate with multiple Vendors in accordance with this Section 9.3 Negotiations with Vendors.

Conducting negotiations with a Vendor does not give rise to any obligation on the part of LWHA to enter into negotiations with any other Vendor or Vendors. In addition, the commencement or continuation of negotiations does not create any contractual obligation between LWHA and any Vendor who may attend or participate in such negotiations.

8.4 Award

LWHA reserves the right to award all or any part of the Service(s) described in this RFP to one Vendor or a combination of Vendors or to accept all or part of a Proposal, based upon the best overall value to LWHA as determined pursuant to the terms and conditions of this RFP. All evaluation team members will sign conflict-of-interest declarations and non-disclosure agreements prior to accessing submissions.

LWHA reserves the right to reject any or all Proposals. Subject to Section 9.6, LWHA shall not be obligated to provide reasons for the rejection of any Proposal. In addition, LWHA is not obligated to award an Agreement to any Vendor, even if the Vendor is the highest ranked Vendor following the evaluation carried out in Article 8. Without limiting the generality of the above, LWHA will not be obligated to award an Agreement if:

- a) in the sole discretion of LWHA, LWHA determines that it would be in LWHA's best interest not to award an Agreement;
- b) only one Vendor submits a Proposal;
- c) the Proposal prices exceed prices received by LWHA for previously provided Service(s) acquired of a similar nature;
- d) the Proposal prices exceed the costs LWHA would incur by undertaking the procurement using its own resources;
- e) the Proposal prices exceed the funds available for the Service(s);
- f) the Proposal has been disqualified pursuant to ARTICLE 7 DISQUALIFICATION OF PROPOSALS of this RFP;
- g) the successful Vendor fails to enter into an Agreement in accordance with ARTICLE 9 PREFERRED TERMS AND AWARD;
- h) the Vendor fails to obtain any permits, licenses, consults, or authorizations required pursuant to this RFP; or

- i) the funding for the acquisition for the proposed Service(s) has been revoked, modified, or has not been approved.

8.5 Agreement not Reached

In the event that the successful Vendor fails or refuses to enter into or execute the Agreement within fourteen (14) calendar days of notification to the Vendor, LWHA reserves the right to:

- a) extend the period for signing the Agreement;
- b) exclude the Vendor's Proposal from further consideration and negotiate an Agreement with another Vendor without becoming obligated to offer to negotiate with all Vendors; and
- c) exercise any other applicable right set out in this RFP, including but not limited to cancelling this RFP or issuing a new RFP for the same or similar work or Service(s).

8.6 Vendor Debriefing

Following conclusion of the RFP, and providing at least one Agreement has been executed, no later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Bid Administrator by email, requesting a debriefing from the Purchasing Organization, and the Purchasing Organization shall conduct such debriefing in accordance with the requirements of the BPS Directive.

Any request that is not timely received (no later than 60 Days following the date of posting of a contract award notification) will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted. LWHA will offer separate debriefings to each Vendor at a time, date and for a duration to be confirmed by written notice issued by LWHA to each Vendor.

8.7 Bid Dispute Resolution

In the event of a dispute arising in connection with this RFP, the Vendor and LWHA shall make reasonable commercial efforts to resolve the dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

If the Vendor and LWHA have been unable to resolve a dispute through negotiation, either party may, by written notice, request the appointment of a mediator. The parties to the dispute agree to use reasonable commercial efforts to agree on the mediator within ten (10) working days from the delivery of the written notice requesting mediation, failing which the appointment of the mediator will be take place with the selection of the mediator being mutually agreed upon by the parties. The parties agree to co-operate with the mediator and make reasonable commercial efforts to resolve the dispute. If the dispute has not been resolved within fifteen (15) calendar days after a

mediator has been agreed or appointed, or within such period as the parties may agree, the mediator shall terminate the mediated negotiations by giving a written notice.

Following receipt of a notice from the mediator terminating the mediated negotiations, either party may request, by notice in writing, that the dispute be submitted to arbitration. If the party receiving such notice delivers a written notice agreeing that the dispute should be submitted to arbitration, the dispute shall be submitted to binding arbitration before a single arbitrator in the municipality in which LWHA is located. Unless all parties to the dispute agree to submit the dispute to arbitration, there shall be no arbitration of the dispute.

In the event LWHA has agreed with one or more Vendors to submit a dispute to arbitration, any such party may give notice of the dispute to one or more other Vendors who submitted proposals in response to this RFP, each of such other Vendor may, if it agrees to participate in the arbitration, be a party to and be entitled to participate in the arbitration and be bound by the arbitrator's award, whether, having agreed, they participate in the arbitration or not.

The agreement of an original party to submit a dispute to arbitration may be made conditional on the consent of one or more other Vendors also consenting to submit the dispute to arbitration. In the event that such a condition has been stipulated as a term of agreement to submit a dispute to arbitration, the consent of that party to arbitrate will be deemed withdrawn in the event that the condition is not satisfied or waived by the party that imposed it.

In the event the parties to the dispute agree to submit the dispute to binding arbitration, the parties to the dispute agree to use reasonable commercial efforts to agree on the sole arbitrator and, failing agreement within ten (10) working days from the date the parties agree to submit the dispute to arbitration, the appointment of the arbitrator will be made by the "Appointing Committee" of ADR Chambers, presiding on the date the parties agreed to submit the dispute to arbitration.

The parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) working days, subject to the discretion of the arbitrator to increase such time.

ARTICLE 9 ADDITIONAL TERMS AND CONDITIONS

9.1 Acceptance of RFP

By submitting a Proposal in response to this RFP, the Vendor agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms and conditions contained in its Proposal.

9.2 No Publicity or Promotion

Vendors shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP,

without the prior written approval from LWHA as applicable. The Vendor agrees to be bound by this provision regardless of whether its Proposal is accepted or rejected.

9.3 Confidentiality

9.3.1 Confidential Information

All correspondence, documentation, and information of any kind, provided to any Vendor, in connection with or arising out of this RFP or the acceptance of any Proposal:

- a) remains the property of LWHA and shall be removed from LWHA's premises only with the prior written consent of LWHA;
- b) must be treated as confidential and shall not be disclosed except with the prior written consent of LWHA;
- c) must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent Agreement; and
- d) must be returned upon request.

9.3.2 Vendor's Submission

By submitting a Proposal, Vendors acknowledge that the contents of their Proposals will be disclosed, on a confidential basis, to the evaluation team, to LWHA staff and advisors of the LWHA. Reasonable efforts will be made to protect pricing, commercial terms and other sensitive and confidential information provided by the Vendors (the "Confidential Material"). However, LWHA does not accept any liability in the event that Confidential Material, or any part of it, is disclosed even if such parties, their advisors or staff or any other person associated with this request for proposal may have been negligent with respect to such disclosure.

In addition, and without limiting the generality of the above paragraph, Vendors are further advised that, as of January 1st, 2012, LWHA will be subject to the Freedom of Information and Protection of Privacy Act ("FIPPA") and may be required to disclose parts or all of a Proposal pursuant to FIPPA. Subject to the provisions of FIPPA, LWHA will use reasonable efforts to safeguard the confidentiality of any information identified by a Vendor as confidential, but shall not be liable in any way whatsoever to any Vendor if such information is disclosed based on an order or decision made under such Act or any other applicable law.

9.3.3 Personnel Information

9.3.3.1 Submission of Information

The Vendor should not submit as part of its Proposal any information related to the qualifications or experience of Vendor Personnel unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation will be returned to the Vendor and will not be used in the evaluation process or otherwise. Should LWHA

subsequently request such information from the successful Vendor during any negotiations conducted pursuant to this RFP, LWHA will treat this information in accordance with the provisions of this Section 10.4.3 Personnel Information and any applicable LWHA information management practices.

9.3.3.2 Use

Any personal information as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2005, c.5 that is requested from each Vendor by LWHA shall only be used to select the qualified individuals to undertake the project/Service(s) and to confirm that the work performed is consistent with these qualifications.

9.3.3.3 Consent

It is the responsibility of each Vendor to obtain the consent of such individuals prior to providing the information to LWHA. LWHA will assume that the appropriate consents have been obtained for the disclosure to and use by LWHA of the requested information for the purposes described.

9.3.4 Non-Disclosure Agreement

LWHA reserves the right to require any Vendor to enter into a non-disclosure agreement satisfactory to LWHA

9.3.5 Vendor Independence Declaration

LWHA reserves the right to require any Vendor to sign a Vendor Independence Declaration satisfactory to LWHA.

9.4 Conflict of Interest

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage is set out in the Proposal. LWHA reserves the right to require any Vendor to sign a conflict of Interest document satisfactory to LWHA. The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF PROPOSALS in that regard

9.5 Costs

This RFP does not obligate LWHA to pay for any costs, of any kind whatsoever, that may be incurred by a Vendor or any third parties, in connection with the Proposal. All Proposals and supporting documentation shall become the property of LWHA, subject to claims of confidentiality in respect of the Proposal and supporting documentation.

9.6 Permits, Licenses and Approvals

9.6.1 General

Vendors shall obtain all permits, licenses, and approvals required in connection with the supply of the Service(s) pursuant to this RFP. The costs of obtaining permits, licenses and approvals shall be the responsibility of and shall be paid for by the Vendor.

9.7 Intellectual Property

The Vendor should not use any intellectual property of LWHA, including but not limited to all logos, registered trademarks or trade names of LWHA, at any time without the prior written approval of LWHA as appropriate.

All deliverables, documentation, Service(s) and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of LWHA.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals or professional conferences must be made to LWHA and prior approval must be obtained in writing from LWHA as the case may be.

9.8 Completeness of the Proposal

By submission of a Proposal, the Vendor confirms that all requirements for the proposed or managed Service(s) have been identified in the Proposal or will be provided to LWHA at no additional charge.

9.9 Vendor's Proposals

All accepted Proposals shall become the property of LWHA and will not be returned.

9.10 Conflict of Interest

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage is set out in the Proposal. The Vendor is instructed to see ARTICLE 7 DISQUALIFICATION OF PROPOSALS in that regard.

9.11 Assignment

The Vendor shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of LWHA. Any assignment made in violation of this Section shall be null and void.

9.12 Governing Law

The RFP, the Vendor's Proposal, and the resulting Agreement shall be governed by the laws of Ontario and Canada.

9.13 Liability of LWHA

9.13.1 Limit of Liability

The liability of LWHA to any Vendor for any claims arising out of this RFP including:

- a) negligence; and/or
- b) a breach of the "bidding contract" should a court or arbitrator find such contract exists,

shall be limited to the reasonable costs of the Vendor of preparing its Proposal.

9.14 Entire RFP

This RFP, any addenda to it, and the appendices listed below constitute the entire RFP.

- Receipt Confirmation Form
- Requirements Appendix
- Bid Submission Form Appendix
- Corporate Overview Appendix
- Purchase Price Appendix
- Additional Pricing Information Appendix
- Service Requirements Appendix
- References Appendix
- Personal Health Information Appendix
- Preferred Terms Appendix

9.15 Priority of Documents

If there are any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the appendices, the RFP shall prevail over the appendices during the RFP process.

Requirements Appendix of RFP #2026-03

The Vendor should use this chart to respond to the Mandatory and General Requirements (ARTICLE 4 and ARTICLE 5 of the RFP) in this Requirements Appendix unless otherwise directed here or in the RFP. Where an item is not applicable, type N/A in the space provided. The information listed under Requirement Item is not a complete description. All Vendors should refer to and review the applicable sections in the RFP before responding.

Note: For all of the following appendices with fill-in tables, as you type the allocated space will expand to provide sufficient space for your response. Hit enter on your keyboard to enlarge the response box.

RFP Section Ref #	Requirement Item	Vendor Response
ARTICLE 4	MANDATORY REQUIREMENTS	
	Agents/Subcontractors	Click here to enter text.
	Consortium Information	Click here to enter text.
	Mandatory Requirements Summary	Click here to enter text.
ARTICLE 5	GENERAL REQUIREMENTS	
	Executive Summary	DO NOT RESPOND HERE. Respond as an attachment.
	Bid Submission Form Appendix	DO NOT RESPOND HERE. Respond in the Bid Submission Form Appendix.
	Corporate Overview Appendix	DO NOT RESPOND HERE. Respond in the Corporate Overview Appendix.
	Letters of References Appendix	DO NOT RESPOND HERE. Respond in the References Appendix.

RFP Section Ref #	Requirement Item	Vendor Response
	Declaration of Conflict Statement	DO NOT RESPOND HERE. Respond in an attachment.
	Statement of Full Disclosure	DO NOT RESPOND HERE. Respond in an attachment.
	Legal Actions	DO NOT RESPOND HERE. Respond in an attachment.
	Service(s)	DO NOT RESPOND HERE. Respond in the Purchase Price Appendix.
	Scope of Service	
	Demonstrated Capability	
	Sourcing	
	Service Requirements	DO NOT RESPOND HERE. Respond in the Service Requirements Appendix.
	Preferred Terms Appendix	DO NOT RESPOND HERE UNLESS THE VENDOR HAS OBJECTIONS. In the event the Vendor has objections to the commercial terms and conditions, respond by proposing specific amendments in the Preferred Terms Appendix.
	Purchase Price Appendix	DO NOT RESPOND HERE. Respond in the Purchase Price Appendix.
	Additional Pricing Information Appendix	DO NOT RESPOND HERE. Respond in the Additional Pricing Appendix.
	Personal Health Information Appendix	DO NOT RESPOND HERE. Respond in the Personal Health Information Appendix
	Extending Agreement to other Entities	

**Bid Submission Form Appendix
of RFP #2026-03 3**

Instructions to Vendor

Submission: This form when completed will form part of your Proposal and should be completed as specified and as applicable, signed below and returned with your Proposal.

To:

Vendor Information:

Legal Name [Click here to enter text.](#)

Type of Legal Entity [Click here to enter text.](#)

Mailing Address [Click here to enter text.](#)

Name of Vendor Authorized Signing
Officer [Click here to enter text.](#)

Name of Vendor Representative [Click here to enter text.](#)

Vendor Representative Position [Click here to enter text.](#)

Telephone Number [Click here to enter text.](#)

Facsimile Number [Click here to enter text.](#)

Email Address [Click here to enter text.](#)

Date [Click here to enter text.](#)

Confirmation:

Without in any way modifying the provisions of the above-noted RFP, we confirm as follows:

RFP: We, the undersigned, having carefully examined all the aspects of the RFP, including the Service requirements Appendix and Additional Requirements Appendix, and having received, carefully examined and incorporated all addenda, having conducted due diligence and examined all conditions, circumstances and limitations that could affect our Proposal, offer to provide the Service(s), products and/or Service(s)s described in this Proposal and to carry out the requirements of this RFP for the price disclosed in our Purchase Price Appendix. The pricing in such appendix excludes the Value Added Taxes but includes all other applicable taxes. We confirm that this Proposal is irrevocable and open for acceptance for a period of 120 days from the Closing Time.

Accuracy of Information: To the best of my/our knowledge, the information contained in the Proposal is accurate and true.

_____ Representative’s Signature	_____ Representative’s Signature
_____ Name – Please Print	_____ Name – Please Print
_____ Title	_____ Title
_____ Date	_____ Date

**Corporate Overview Appendix
of RFP #2026-03**

For any Vendor consortiums – including joint ventures or partnerships, each individual entity should complete a separate appendix. Please list any assumptions you make when responding to questions.

Item	Vendor Response
Indicate whether incorporated, partnership, sole proprietorship or other	Click here to enter text.
Date of incorporation or date of formation of partnership, if applicable	Click here to enter text.
Private company/public company (exchange listed on)	Click here to enter text.
Canadian head office location and registered office	Click here to enter text.
Corporate head office location (if different then above)	Click here to enter text.
Brief overview of the company background	Click here to enter text.
Organizational chart, if applicable	Click here to enter text.
Mission Statement	Click here to enter text.
Number of years in business	Click here to enter text.
Number of years in Canada	Click here to enter text.
—	Click here to enter text.
Has a customer ever dismissed your Service(s) prior to contract expiration? If yes, please explain and provide customer name and location	Click here to enter text.

Purchase Price Appendix
RFP No. 2026-03 – Independent Organizational Review and Facilitation Services
Services

Vendor Information

Item	Vendor Response
Proponent Name	
Contact Person	
Telephone Number	
Email Address	

Pricing Proposal

The Proponent shall provide a fixed-price proposal for all services required to complete the engagement described in this RFP, including project planning, document review, interviews, facilitation sessions, stakeholder engagement activities, development of findings and recommendations, preparation of reports, presentations, project management, travel, accommodation, administrative support, and all other associated costs.

All pricing shall:

- Be quoted in Canadian Dollars (CAD);
- Exclude HST;
- Include all professional fees, expenses, travel, disbursements, and ancillary costs;
- Remain firm for the duration of the engagement.

Fixed Fee Pricing Schedule

Service Component	Fixed Fee (CAD) Excluding HST
Project Initiation, Planning and Review of Background Materials	\$
Stakeholder Interviews and Information Gathering	\$
Facilitated Quality / Learning Review	\$
Governance, Communication and Organizational Review	\$
Facilitation Sessions and Stakeholder Engagement Activities	\$

Preparation of Draft and Final Reports	\$
Presentations to Board, MAC/MSA and Leadership Groups	\$
Project Management and Administration	\$
Travel, Accommodation and Disbursements (if applicable)	\$
Total Fixed Fee (Excluding HST)	\$
HST	\$
Total Proposed Price (Including HST)	\$

Optional Services (If Requested by LWHA)

The following services will not form part of the evaluated price and may be requested by LWHA at its sole discretion.

Optional Service	Unit Rate
Additional Facilitation Sessions	\$ / session
Additional Stakeholder Interviews	\$ / interview
Additional Mediation Services	\$ / hour
Additional Presentations	\$ / session
Additional Consulting Services Outside Approved Scope	\$ / hour

Pricing Certification

The Proponent certifies that:

- The pricing submitted includes all costs required to perform the Services described in the RFP.
- No additional fees or charges will apply unless specifically identified in this Appendix.
- Pricing is valid for a minimum period of 120 days following the RFP Closing Date.

Authorized Representative	
Name	
Title	
Signature	

Date	
-------------	--

**Additional Pricing Information Appendix
of RFP #2026-03**

The Vendor should use this chart to provide additional pricing information as a part of this appendix for all proposed Service(s) unless a response for a specific type of Service(s) will differ. When an item is irrelevant, type N/A in the space provided. The information listed under Requirement Item is not a complete description. All Vendors should refer to and review the applicable sections in the RFP before responding. Vendors are invited to expand this part of the appendix to provide further information.

RFP Section Ref #	Requirement Item	Vendor Response
5.27.1	Discounts	Click here to enter text.
5.27.2	Indirect Tax (HST/GST/QST) Advisory Support	Click here to enter text.
5.27.3	Ancillary inquiries throughout the year. Please include a table with hourly rates by staff category and how it would be defined as to what would fall outside of Service #1 cost.	Click here to enter text.
5.27.4	Cost Reduction Initiatives/Suggestions	Click here to enter text.

In order to respond to this Appendix fully and completely, the Vendor should include the following as separate files/attachments:

- a) Financing Arrangements Section 5.27.5; and
- b) Financial Viability Section 5.27.6; and
- c) Value Added Section 5.27.7.

Service Requirements Appendix RFP No. 2026-03

General Overview

Section 1.0 of this RFP provides background information regarding Listowel Wingham Hospitals Alliance (LWHA), the circumstances giving rise to this engagement, and the objectives of the Independent Organizational Review and Facilitation Services process. Proponents should review these sections carefully to ensure a comprehensive understanding of the organizational context, stakeholder environment, and desired outcomes of the engagement.

Service Requirements

LWHA is seeking an independent and experienced consulting firm to undertake a Independent Organizational Review and Facilitation Services process designed to support organizational learning, strengthen stakeholder relationships, and enhance governance, communication, and decision-making practices within the hospital environment. The engagement shall include the following key components:

1. Quality and Learning Review

Conduct an independent facilitated quality and learning review of the ambulatory care decision-making matter that occurred between Spring 2025 and Spring 2026. The review shall utilize recognized healthcare quality improvement and systems-based review methodologies and include, at a minimum:

- Review and analysis of relevant events, decisions, communications, processes, and stakeholder interactions;
- Identification of contributing factors, process gaps, and system-level considerations;
- Assessment of governance, communication, engagement, and decision-making processes associated with the matter under review;
- Application of a psychologically safe, non-punitive, and learning-oriented approach focused on organizational improvement rather than individual blame;
- Facilitation of a structured review session involving relevant stakeholders, as appropriate.

2. Governance, Communication and Relationship Review

Conduct an independent assessment of broader concerns relating to physician-administration relationships, communication practices, governance processes, stakeholder engagement, organizational trust, and decision-making frameworks.

The review should include an assessment of:

- Existing governance and communication structures;
- Clinical service planning and decision-making processes;
- Roles, responsibilities, and accountability frameworks;
- Physician engagement and consultation practices;

- Escalation and dispute-resolution mechanisms;
- Alignment with recognized leading practices in Ontario hospital governance and healthcare leadership.

3. Stakeholder Engagement and Facilitation

The Proponent shall utilize a structured stakeholder engagement methodology that promotes open dialogue, procedural fairness, psychological safety, and constructive participation.

The engagement process should include:

- Individual stakeholder interviews and/or consultations;
- Facilitated discussions with identified stakeholder groups;
- Opportunities for confidential input from participants, including physician leadership, administration, Board representatives, and other stakeholders as deemed appropriate;
- Facilitation techniques designed to support trust-building, collaboration, and mutual understanding.

4. Findings and Recommendations

The Proponent shall prepare a comprehensive report that clearly distinguishes:

- Factual findings;
- Observations and analysis;
- Contributing factors and system considerations; and
- Recommendations for future improvement.
- Quality and Learning Review
- Governance, Communication and Relationship Review

The report shall provide practical, actionable, and prioritized recommendations to strengthen:

- Governance effectiveness;
- Communication and engagement practices;
- Decision-making processes;
- Physician-administration collaboration;
- Organizational trust and accountability; and
- Clinical service planning and stakeholder alignment.

5. Final Deliverables

At a minimum, the successful Proponent shall provide:

- A detailed project plan and engagement methodology;
- A facilitated review process and stakeholder engagement activities;
- A final written report summarizing findings, observations, conclusions, and recommendations;
- A presentation of findings and recommendations to the Board of Directors; and
- A presentation of findings and recommendations to Medical Advisory Committee (MAC) and Medical Staff Association (MSA) leadership representatives.

6. General Expectations

The successful Proponent shall:

- Conduct the engagement in a professional, impartial, confidential, and culturally respectful manner;
- Maintain independence and objectivity throughout the engagement;
- Utilize recognized healthcare sector leading practices and evidence-informed methodologies;
- Minimize administrative burden and preparation requirements for participants wherever reasonably possible;
- Complete the engagement in accordance with the timelines established by LWHA; and
- Ensure all activities are conducted in a manner that promotes organizational learning, relationship-building, continuous quality improvement, and the delivery of safe, high-quality, patient-centred care.

**References Appendix
of RFP #2026-03**

The Vendor should use this chart to provide references for each type of proposed Service(s) as applicable. When an item is irrelevant, type N/A in the space provided. Vendors are invited to expand this part of the appendix to provide further information.

Reference 1	Vendor Response
Facility name	Click here to enter text.
Address	Click here to enter text.
Number of sites/facilities	Click here to enter text.
Contact information (name/phone/e-mail): – Identify appropriate contacts to discuss Service(s), i.e., V.P. of ... in this area	Click here to enter text.
Service(s) purchased	Click here to enter text.
Start up date of implementation	Click here to enter text.

Reference 2	Vendor Response
Facility name	Click here to enter text.
Address	Click here to enter text.
Number of sites/facilities	Click here to enter text.
Contact information (name/phone/e-mail): – Identify appropriate contacts to discuss Service(s), i.e., V.P. of ... in this area	Click here to enter text.
Service(s) purchased	Click here to enter text.
Start up date of implementation	Click here to enter text.

Declaration - Conflict of Interest and Confidential Information of RFP # 2026-03

This is to clarify that I/WE have no interest with any person or in any firm, corporation or other business entity that competes for contracts with the Listowel Wingham Hospitals Alliance (LWHA) or is a current contractor, nor have I/WE participated, directly or indirectly, by committee or as a consultant, advisor, employee, officer, director, agent, trustee, or otherwise, in the development, implementation, or administration of any competitive procurement process with any firm in which I/WE have an interest. For purposes of this declaration, I/WE understand “interest” to include any consideration or other thing of economic value, including future consideration.

Listowel and Wingham Hospitals Alliance (LWHA) has a legal and ethical responsibility to protect the privacy of patients/residents/clients, their families, and staff/affiliates, and ensure that confidentiality is maintained.

LWHA considers the following types of information to be confidential:

- Identifiable personal information and personal health information regarding patients/clients (hereafter referred to as “patients”) and their families;
- Identifiable personal information, personal health information, employment information, and compensation information regarding staff and affiliates; and,
- Information regarding the confidential information of the organization, which is not publicly disclosed by the organization.

This policy applies whether this information is verbal, written, electronic, or in any other format.

In addition to standards of confidentiality, which govern Regulated Health Professionals, staff and affiliates are bound by the organization’s responsibility to maintain confidentiality. The organization expects staff/affiliates to keep information, which they may learn or have access to because of their employment/affiliation, in the strictest confidence.

It is the responsibility of every staff/affiliate:

- To become familiar with and follow the organization’s policies and procedures regarding the collection, use, disclosure, storage, security and destruction of confidential information.
- To collect, access, and use confidential information only as authorized and required to provide care or perform their assigned duties.
- To safeguard confidential information to which he/she has access, or to which he/she comes in contact, against such risks as loss, theft, unauthorized access or disclosure and un-secure disposal.
- To divulge, copy, transmit, or release confidential information only as authorized and needed to provide care or perform their duties.
- To safeguard passwords and/or any other user codes that access computer systems and programs.

- To identify confidential information as such when mailing or sending E-mails or fax transmissions and to provide direction to the recipient if they receive a transmission in error.
- To discuss confidential information only with those who require this information to provide care or perform their duties and make every effort to discuss confidential information out of range of others who should not have access to this information.
- To continue to respect and maintain the terms of the Confidentiality Agreement after an individual's employment/affiliation with the organization ends.
- To participate in the organization's Privacy and Confidentiality education program, review this policy, and sign a Confidentiality Agreement before commencing work or the provision of service at LWHA as a condition of employment/appointment/contract/association for staff/affiliates at LWHA.
- To report to their Leader suspected breaches of confidentiality, or practices within the organization that compromise confidential information. If the Leader is the individual suspected of the breach, staff/affiliates may contact the Chief Privacy Officer/designate or Human Resources.

Misuse, failure to safeguard, or the disclosure of confidential information without appropriate approvals may be cause for disciplinary action up to and including termination of employment/contract or loss of appointment or affiliation with the organization.

DEFINITIONS

Affiliates

Individuals who are not employed by the organization but perform specific tasks at or for the organization, including appointed professionals (e.g., physicians/midwives/dentists), students, volunteers, researchers, contractors, or contractor employees who may be members of a third-party contract or under direct contract to the organization, and individuals working at the organization, but funded through an external source.

Confidential business information of the organization:

Information regarding the organization's business, which is not publicly disclosed by the organization that individuals may come across during the performance of their roles at the organization that is not generally known by the public.

Confidentiality

The obligation upon an organization or person to protect information that has been entrusted to its care for a specific purpose and to ensure that information is only accessible to those authorized to have access. (Ontario Hospital e-Health Council, Privacy and Security Working Group - Guidelines for Managing Privacy, Data Protection Security for Ontario Hospitals)

Personal health information

Personal information with respect to an identifiable individual, whether living or deceased and includes:

1. information concerning the physical or mental health of the individual;

- 2. information concerning any health service provided to the individual;
- 3. information concerning the donation by the individual of any body part or any bodily substance of the individual;
- 4. information derived from the testing or examination of a body part or bodily substance of the individual;
- 5. information that is collected in the course of providing health services to the individual, or
- 6. information this is collected incidentally to the provision of health services to the individual.

Personal information

Information about an identifiable individual, but does not include the name, title or business address or business telephone number of a staff member of an organization.

Declaration of Acceptance - Conflict of Interest and Confidential Information - continued
of RFP # 2026-03

Representative’s contact information:

Name	Representative’s Signature
Address	Name – Please Print
City, Province, Postal Code	Title
Phone	Date
Email	

Vendor Independence Declaration

This is to clarify that I/WE/Our Firm and members of the firm (**The Firm**) shall be and remain independent of the Listowel Wingham Hospitals Alliance (**LWHA**), with such that **The Firm** shall be and shall remain free of any influence, interest or relationship which, in respect of the engagement, impairs the judgment or objectivity of **The Firm** or which, in the view of a reasonable observer, would impair the judgment or objectivity of **The Firm**.

The Firm, who provide a service to **LWHA**, shall disclose to **LWHA** any activity, interest or relationship which, in respect of the engagement, would be seen by a reasonable observer to impair **The Firm's** independence such that the judgment or objectivity of **The Firm** would appear to be impaired, and such disclosure shall be made immediately in writing to **LWHA**, and the disclosure shall indicate the nature of the activity or relationship and the nature and extent of the interest. **The Firm** understands and agrees that **LWHA** may in its sole discretion cancel the service without any penalties or legal recourse from **The Firm**, if the information received by **LWHA** in **LWHA's** opinion would impair the judgment or objectivity of **The Firm**.

The Firm shall not (a) sign or associate with any letter, report, statement, representation or financial information which **The Firm** knows, or should know, is false or misleading, whether or not the signing or association is subject to a disclaimer of responsibility, nor (b) make or associate with any letter, report, statement, representation or financial information which **The Firm** knows, or should know, is false or misleading.

The Firm engaged in providing a service to **LWHA** shall perform all services in accordance with generally accepted standards of practice of their profession. **The Firm** who has responsibility for the preparation of any letter, report, statement, representation or financial information shall ensure the information is presented fairly in accordance with generally accepted standards of practice of their profession as may be required in the circumstances.

Contact information:

Company Name

Representative's Name – Please Print

Address

Title

City, Province, Postal Code

Representative's Signature

Phone

Email

Date

Non-Disclosure Agreement

NAME AND ADDRESS OF SERVICE PROVIDER

[Click here to enter text.](#)

Dear.:

Listowel Memorial Hospital and Wingham & District Hospital, operating as the Listowel Wingham Hospitals Alliance (the "Alliance") has entered into an agreement with [Click here to enter text.](#) (the "Recipient") dated [Click here to enter text.](#) (the "Services Agreement") under which the Recipient provides certain services (the "Services") to the Alliance. As such, the Alliance will be furnishing the Recipient with certain Confidential Information (as defined below).

FOR VALUE RECEIVED, the parties hereby agree as follows:

1. Confidential Information

This Agreement shall extend to all documents, materials and information (whether oral, written or otherwise) relating to the Alliance that are given, disclosed or made available to the Recipient by the personnel or representatives of the Alliance at any time in connection with or in the course of the Services, and/or that are obtained by the Recipient as a result of or in the course of any visit to any facility or location owned or occupied by the Alliance, and includes without limitation the Alliance's financial or business information, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, system user IDs and passwords, schematics, software source documents, contracts, customer lists, personal information concerning employees or members of the professional staff, that is either information (a) from which Alliance can be reasonably believed to derive actual or potential value from such information remaining not generally known or readily ascertainable or (b) marked "private", "proprietary", "restricted", "confidential" or otherwise marked so as to indicate confidentiality. (collectively, "**Confidential Information**").

2. Non-confidential Information

Confidential Information under this Agreement does not include:

- a. information which is in or hereafter enters the public domain through no action on the Recipient's part in violation of the terms and conditions hereof;
- b. information which the Recipient can demonstrate was in the Recipient's possession prior to the time of disclosure by the Alliance and was not acquired by the Recipient directly or indirectly from the Alliance or any other person on a confidential basis; and
- c. is disclosed pursuant to the lawful requirement of a court or government agency of competent jurisdiction without condition of confidentiality. provided that the Recipient notifies the Alliance in advance to give the Alliance the opportunity to seek a protective order against such disclosure.

3. Personal Health Information

To the extent that any of the Confidential Information disclosed to the Recipient under this Agreement is "Personal Health Information" as defined in Ontario's *Personal Health Information Protection Act*, 2004, the Recipient shall comply with the requirements of Schedule A to this Agreement.

4. Internal Monitoring of confidential Information

The Recipient will keep the Confidential Information strictly confidential with the same degree of care as that with which it protects its own confidential information of similar type, which in any event shall not be less than a reasonable degree of care. The parties agree that without the prior written consent of the Alliance, the Confidential Information will not be copied, reproduced or disclosed, in whole or in part, and will be used solely for the purpose of providing the Services, and not for any other purpose, including to adversely affect the business or operations of the Alliance.

5. Restrictions

5.1 Disclosure to Third Parties

The Recipient shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Alliance. However, the Recipient may disclose the Confidential Information to a third party who has a legitimate need to know the Confidential Information for the purposes under this Agreement, and (1) is an accountant, lawyer, underwriter, or advisor under a duty of confidentiality; or (2) is under a written obligation of confidentiality at least as restrictive as this Agreement.

5.2 Disclosure within Recipient's Organization

The Recipient shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary to provide the Services.

5.3 Internal Monitoring of Confidential Information

The Recipient shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to unauthorized personnel or to any other third party. The Recipient shall immediately notify the Alliance if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.

5.4 Return or Destruction of Confidential Information

Subject to legal requirements, the Recipient shall promptly return to the Alliance all written Confidential Information, together with all copies, extracts or summaries thereof, and permanently erase or destroy all Confidential Information stored in electronic format upon termination of the Services or upon request of the Alliance, at any time in the Alliance's absolute discretion.

6. Title to Confidential Information

Title to all Confidential Information, and to all information derived therefrom, shall be retained by the Alliance. No proprietary interest of any kind is granted (or implied to be granted) to the

Recipient by the conveying of Confidential Information to the Recipient.

7. No Warranty

Except as set out in the Services Agreement, none of the Confidential Information that is disclosed by the Alliance shall constitute any representation, warranty, assurance, guarantee, or inducement by the Alliance to the Recipient with respect to the accuracy or performance of the Confidential Information or to the infringement of trademarks, patents, copyrights, or any rights of privacy or any rights of any third party.

8. Term and Termination

This Agreement shall apply to all Confidential Information disclosed following the date of this Agreement, and any preliminary information supplied prior to that date. This Agreement shall terminate with the termination or expiration of the Services Agreement or on mutual written agreement of the parties.

9. Survival

The obligations contained in this Agreement shall survive the termination of this Agreement.

10. General

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. This Agreement is governed by the laws of Ontario. The Recipient may not assign its rights or obligations under this Agreement without the prior written consent of the Alliance.

Contact information:

Click here to enter text.	
Company Name	Representative's Name – Please Print
Click here to enter text.	
Address	Title
Click here to enter text.	
City, Province, Postal Code	
Click here to enter text.	Representative's Signature
Phone	
Click here to enter text.	
Email	Date

**Personal Health Information Appendix
of RFP #2026-03**

Recipient's Obligations with respect to Personal Health Information and the Collection, Use and Disclosure of Personal Health Information.

1. **Definition of "Personal Health Information".** Personal Health Information has the meaning given to it in the *Personal Health Information Protection Act, 2004* (PHIPA"), being information in the custody or control of the Alliance that identifies (or that it is reasonably foreseeable could be used to identify) an individual, including:

- a. information that relates to the physical or mental health of that individual;
- b. that individual's family health history;
- c. that individual's payment or eligibility for funding for health care;
- d. information that relates to that individual's donation of a body part or bodily substance (or the testing or examination of same);
- e. the identity of that individual's substitute decision-maker
- f. that individual's health card number; and
- g. any identifying information that is not personal health information but that is contained in a record of personal health information.

2. **Alliance is a Health Information Custodian.** The Alliance is a health information custodian under PHIPA and has statutory obligations to safeguard its patients' Personal Health Information.

3. **Recipient Requires Access to Personal Health Information.** The parties agree and acknowledge that the Recipient will require access to Personal Health Information in the course of fulfilling its obligations under this Agreement. The following provisions set out the obligations of the Recipient with respect to its collection, use, disclosure, retention and disposal of Personal Health Information under this Agreement.

4. **Recipient is Agent under PHIPA.** The parties acknowledge and agree that the Recipient, when accessing Personal Health Information, does so solely on behalf of the Alliance while performing the Services under the Services Agreement. As such, the Recipient is an "agent" of the Alliance, as the term "agent" is defined in PHIPA, and with all the responsibilities of an agent imposed by PHIPA.

5. **Use of Personal Health Information.** The Recipient shall use the Personal Health Information provided by the Alliance solely for the purposes of providing the Services under the Services Agreement and for no other purpose whatsoever.

6. **No Contact with Patients.** Notwithstanding that the Recipient is an agent of the Alliance under PHIPA, the Recipient shall not have any contact with patients for any purpose whatsoever, unless expressly authorized by the Alliance.

7. **Obligations not Conditional.** The Recipient's obligations under this

Schedule A are absolute and are not conditional on the Alliance's compliance with any of its obligations under the Services Agreement, including its obligation to pay the Recipient.

Recipient Personnel.

8. **Recipient Personnel.** For the purposes of this Schedule. "Recipient Personnel" includes the Recipient's employees, contractors subcontractors, and agents.

9. **Training of Recipient Personnel.** The Recipient has provided training to its Recipient Personnel with respect to the Recipient's legal obligations with respect to personal information under applicable privacy legislation and will provide additional training with respect to the Recipient's specific obligations to protect Personal Health Information under this Agreement. The Recipient shall ensure that the Recipient Personnel are aware of the provisions relating to Personal Health Information that are set out in this Agreement.

10. **Access by Recipient Personnel.** The Recipient shall give access to Personal Health Information only to those members of the Recipient Personnel who have a legitimate need to access the Personal Health Information in order to fulfill the Recipient's obligations under the Services Agreement.

11. **Removal of Personnel.** In the event of a breach of these provisions by any of the Recipient Personnel, the Alliance may require that personnel member to cease providing Services under the Services Agreement.

Recipient's Own Privacy Practices

12. **Compliance with Privacy Legislation.** The Recipient has a privacy policy in compliance with applicable privacy legislation, addressing its practices relating to the collection, use, disclosure, retention and disposal of personal information. The Recipient monitors and enforces compliance with its own privacy policy.

13. **Privacy Compliance Officer.** The Recipient has an appointed privacy compliance officer who shall be given the responsibility for the Recipient's compliance with the privacy and security terms and conditions under this Schedule.

14. **Safeguards.** The Recipient has in place effective administrative, technological and physical safeguards to stop theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of personal information. These safeguards are consistent with industry practice.

Confidentiality and Security Safeguards with respect to Personal Health Information

15. **Receipt of Alliance's Privacy Policy.** The Recipient acknowledges receipt of the Alliance's privacy policy and will only collect, use, disclose, retain and dispose of Personal Health Information as permitted by the Alliance.

16. **Monitoring of its Activities.** The Recipient shall monitor its activities to ensure that its Recipient Personnel are complying with the privacy and security terms and conditions of this Schedule. In particular, the Recipient shall monitor and report to the Alliance, upon the reasonable request of the Alliance, the Recipient's access, use and disclosure of Personal Health Information

under this Agreement.

17. Theft, Loss or Unauthorized Access of Personal Health Information. In the event that the Recipient becomes aware that Personal Health Information has been stolen or lost, or a person has obtained unauthorized access to Personal Health Information, or the Recipient has used, disclosed or disposed of the Personal Health Information other than as contemplated in this Agreement, the Recipient shall at the first reasonable opportunity notify the Alliance's privacy officer by telephone followed by written notice.

18. Indemnity. The Recipient hereby agrees to indemnify and hold harmless the Alliance from all costs, damages, fines, penalties or other liabilities arising out of a breach of the Recipient's obligations under PHIPA and this Agreement with respect to the Recipient's failure to comply with the privacy and security terms and conditions of this Schedule.

19. Alliance's Review of Recipient's Practices and Procedures. The

Alliance may, upon reasonable notice, assess and review the Recipient's practices and procedures for receiving and processing Personal Health Information under this Agreement, for the purposes of ensuring that the privacy and security terms and conditions of this Agreement are being complied with.

For these purposes, the Recipient shall provide the Alliance with reasonable access to the policies, procedures and protocols used for purposes of providing the Services and any other documents that may be relevant.

20. Cooperation with Privacy Assessment or Audit. The Recipient will cooperate with any privacy assessment or audit conducted by the Alliance or any third party retained by the Alliance.

Handling Complaints

21. Complaint by the Alliance. In the event that the Alliance makes a complaint to the Recipient in respect of the Recipient's compliance with the privacy and security terms and conditions of this Schedule, the Recipient shall, within five (5) business days of receipt of the complaint, investigate the matter and provide the Alliance with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) business days, the Recipient shall provide the Alliance with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.

22. Cooperation with Complaint to Alliance. The Recipient shall cooperate with the Alliance in responding to any complaints about Personal Health Information that may relate to the Recipient's obligations under this Agreement.

Notification of and Communication with the Purchaser

The Proponent will provide the Purchaser with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.

The Proponent will provide notice to the Purchaser's Privacy Office if the nature of the Proponent's business and the services being provided to the Purchaser require that the Purchaser PHI must be transmitted or access be provided to any of the Proponent's personnel or to any facility situated outside of Ontario. When providing notice, please specify where outside of Ontario the

PHI will be transmitted or from where it will be accessed. The Purchaser's Privacy Office can be notified as follows:

Name: Jodi Houston
Title: Privacy Office
Address 255 Elizabeth Street E, Listowel, Ontario N4W 2P5
Phone #: 519-357-3711, ext. 5525
E-mail address: jodi.houston@lwha.ca

23. Injunctive Relief. The Recipient hereby recognizes that any breach of the privacy and security terms and conditions of this Agreement will result in irreparable harm to the Alliance that cannot be calculated or fully or adequately compensated by the recovery of damages. As a result, the Alliance shall, in addition to any other relief available to it, be entitled to the remedy of injunction without having to establish the inadequacy of any other remedy available to it. The Recipient hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance based on the availability to Alliance of other remedies.

Termination of the Agreement

24. Survival. The Recipient's obligations with respect to Personal Health Information shall survive the expiration or termination of this Agreement for any reason.

Contact information:

Click here to enter text.

Company Name

Representative's Name – Please Print

Click here to enter text.

Address

Title

Click here to enter text.

City, Province, Postal Code

Click here to enter text.

Representative's Signature

Phone

Click here to enter text.

Email

Date