



**HELSEPLATTFORMEN**  
for pasientens helsetjeneste

**Procurement of an  
EHR solution  
with adjacent systems and services**

**\*\*\***

**Invitation to Dialogue**

Invitation to Dialogue Document (ITD)

**Case number: 2016/238**



## History

Version	Responsibility	Date	Comments/Changes
v1.0	Helseplattformen	02.02.17	Version v1.0 shared with the Contractors

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## REFERENCES

The following documents (hereafter “the Reference Documents”) provide background information regarding Helseplattformen. These documents are provided as background information only. The delivery of the EHR solution is exhaustively governed in this ITD and the Contract.

- [1] Cooperation Agreement between the Central Norway Health Regional Health Authority and the Municipality of Trondheim (Samarbeidsavtale mellom Helse Midt Norge og Trondheim kommune - available in Norwegian only)
- [2] Power of attorney and Cooperation Agreement between the Central Norway Regional Health Authority and (Fullmakt- og samarbeidsavtale mellom Helse Midt Norge RHF og kommuner i helseregionen - available in Norwegian only)
- [3] Cooperation model between the Central Norway Regional Health Authority and the Directorate of ehealth (available in Norwegian only)
- [4] One Citizen – One Health Record (En innbygger – en journal)  
<https://ehelse.no/strategi/n-innbygger-n-journal>

All Reference Documents are available at [www.helse-midt.no/helseplattformen](http://www.helse-midt.no/helseplattformen)

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## **PART I – INTRODUCTION AND GENERAL INFORMATION**

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### **1 INTRODUCTION**

#### **1.1 GENERAL**

The Central Norway Regional Health Authority ("HMN") and the City of Trondheim, together with other municipalities in the Central Norway Health Region ("Option Municipalities"), hereby invite pre-qualified candidates to compete for the delivery of a new electronic health record ("EHR") solution with adjacent systems and services for the specialist and primary health services in Central Norway (hereafter the "EHR solution").

The procurement is performed as a competitive dialogue in accordance with the Norwegian Public Procurement Act of 16<sup>th</sup> of July 1999 ("LOA"), cf. the regulation on public procurement 7<sup>th</sup> of April 2006 nr. 402 ("FOA") Chapter 14-2. The Contract will be awarded to the successful Contractor having the most economically advantageous offer.

To carry out and manage the procurement, a programme – "Helseplattformen"- with broad participation from the participating entities, has been established.

A new common EHR solution will replace existing HMN and municipalities solutions and provide significantly improved functionality compared to current solutions, including electronic interaction between entities to support clinical pathways across organisational borders and interfaces, facilitation of active involvement of citizens in their own health (patient empowerment), and the collection of health data for organisational-, development- and research objectives. Further details of the scope of the procurement are provided in the Appendices.

The Government has decided that the Helseplattformen programme will be completed as a pilot to achieve the national ambition set out in One Citizen – One Health Record (Én innbygger - én journal), cf. <https://ehelse.no/strategi/n-innbygger-n-journal>, and a possible starting point for a common national EHR solution for municipal health services. Subsequent procurements of EHR solutions might thus, though acquired separate from and independent of Helseplattformen, build on experiences from Helseplattformen. The cooperation with the national project will focus on verifying that Requirement Specifications are aligned with the national strategy and the long term objective of a common national EHR solution, in particular the need for a high level of interoperability between primary and specialist care units across the country.

Contractors should note that the decision of the exact scope of the procurement will be subject to clarifications throughout the procurement dialogue process, and that the scope, set out in these ITD Documents, within the legal framework of the procurement regulations, thus may be adjusted.

This ITD Document has the following parts:

- Part I (Chapters 1 – 2) provides general introductory information regarding the procurement
- Part II (Chapters 3 - 16) sets out administrative rules and procedures



- Part III (Chapter 17) describes the scope of the EHR delivery
- Part IV (Chapters 18 - 21) provides information related to the ITD and establishes the instructions for completing the Tender with appropriate documentation
- Part V (Chapters 22 - 25) provides information related to the further dialogue and Contract award process

The Contractor is expected and requested to closely study the content of this ITD and the instructions herein when preparing and submitting the Tender.

## 1.2 THE CUSTOMER

The procurement is carried out by Helseplattformen on behalf of the Central Norway Regional Health Authority and its Health Trusts, and the City of Trondheim Municipality, as well as the other municipalities in the Central Norway Health Region (84 municipalities cf. *Appendix C3*). Helseplattformen will also acquire options for the General Practitioners (GPs) in the region. A further description of the Customers is provided in *Appendix C3*.

HMN and the municipalities respectively have entered into agreements with several private hospitals, institutions and contract specialists (*avtalespesialister*) in the region. These private entities, together with entities that may be awarded contracts in the future, shall also have the possibility to be included in the scope of the Contract.

A common entity will act/be responsible on behalf of the Customers towards the Contractor. During the Term the organisational structure and ownership of this entity, or any of the Customers, may be changed due to re-organisation or from organic growth, from mergers, acquisitions or divestitures. Irrespectively, the new entities will be governed by the Contract regardless of whether the reorganisation concerns HMN or the municipalities or otherwise.

## 1.3 PROJECT AND CONTRACT GOVERNANCE

Helseplattformen has been awarded the responsibility for the procurement of the new EHR solution. Helseplattformen will consist of several projects in the coming years, i.e., procurement, implementation and benefits realisation.

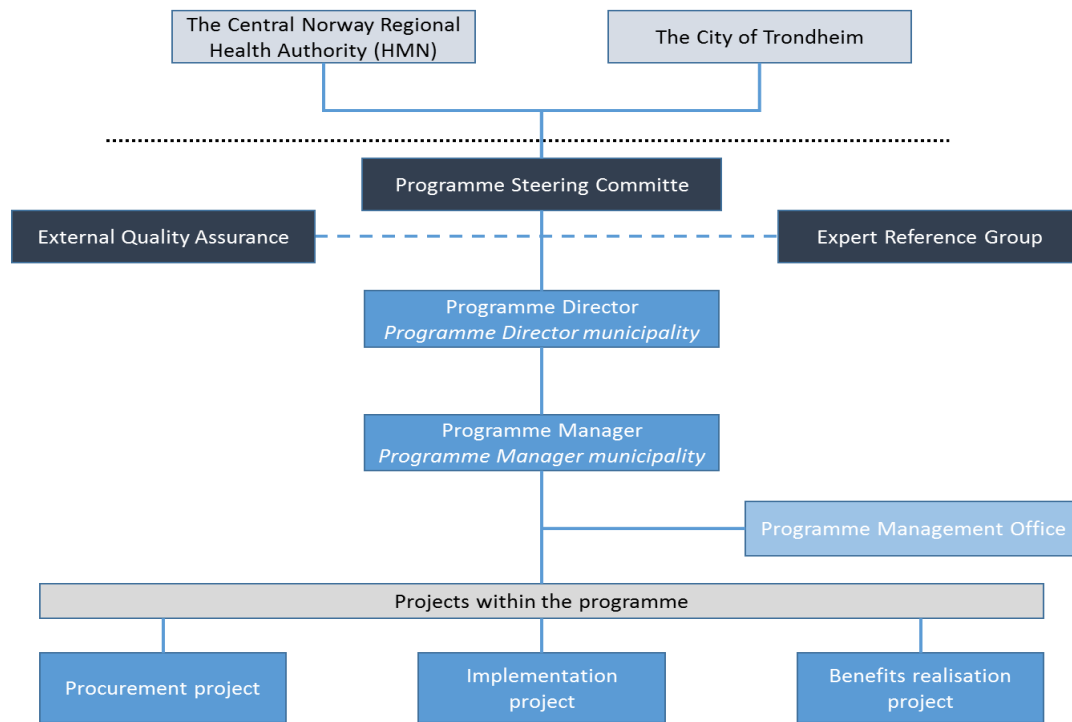


Figure 1 - Helseplattformen's organisational structure

The programme steering committee is composed of representatives from the Health Trusts, the City of Trondheim and national authorities. The municipalities and Regional Health Authorities, located outside of the Central Norway Health Region, are represented by observers.

It is envisaged that a new entity, representing the Customers, will be established at a later time.

## 1.4 THE CONTRACTOR

The Contractor has been prequalified against minimum requirements regarding experience, capacity and economic strength. Any changes to the Contractors' organisation, technical qualifications, financial situation or otherwise after the Contractor's submission of the pre-qualification application which may have an impact on the evaluation of the Contractors' qualifications, must be submitted to the Customer as soon as possible after the Contractor has received knowledge of the change.

The Contractor shall, from Effective Date, be a legally registered business entity. This business entity shall be responsible for the EHR delivery. The requirements may be fulfilled by the Contractor through parent companies, Subcontractors, subsidiaries or otherwise (if applicable), but always so that one company has the responsibility towards the Customer. To the extent the Contractor does not meet the requirements himself, but aims to meet the requirements by utilising the experience or qualifications of such other parties, he is, if requested by the Customer, required to provide documentation that such other party is legally obligated to deliver the relevant capacity.

## 1.5 THE VISION FOR THE EHR SOLUTION PROCUREMENT PROCESS

It is a fact that must be recognised that large and complex IT-procurements are frequently subject to challenges related to time, performance and price. One of the foremost and repetitive findings is that the parties were not able to match the Customers' expectations and ambitions with what the

Contractor actually was able to deliver. It is not unknown that Contractors declare that “the Customer lacked the ability to define scope and what was to be delivered”.

Helseplattformen would like to express the following vision for this procurement: **It is not acceptable for a Contractor, after a lengthy competitive dialogue, to state that he did not know what to deliver, how to deliver and when to deliver.**

Both parties have an independent and collective obligation and responsibility to gain the necessary knowledge through the dialogue process. The parties must gain a realistic view on the project and each other’s constraints and capabilities, and take these into account when planning a robust and successful implementation and operation of the EHR solution. A prerequisite for calling the dialogue to an end will be that the parties have reached this common ground and maturity.

Helseplattformen will endeavour, and challenges the Contractor’s to the same, to conduct this procurement process with great emphasis on transparency, realism and honesty. The ITD documents are prepared with this in mind.

## 2 DEFINITIONS

Terms and expressions with capital letters shall have the meaning set out below and in *Appendix C4*. Terms marked with **bold, italic font** are terms that the Customer has wished to provide an explanation of to ensure a common understanding, cf. *Appendix C4*. These terms and definitions should be interpreted in the context of this specific procurement, and are not intended to be general definitions beyond this scope. The terms are in addition to cf. *Appendix C5, Annex C – Glossary of Terms for EHR-S FM*.

Table 1 - Definitions

<b>Term</b>	<b>Description</b>
<b>Contract</b>	The agreement to be entered into with the Contractor including appendices and annexes.
<b>Contractor</b>	The legal entity submitting a Tender in the competitive dialogue as well as the entity awarded the Contract.
<b>Customers</b>	The entities and organisations listed in Appendix 3. Related to the EHR delivery one entity, presently Helseplattformen, will act on behalf of all Customers towards the Contractor.
<b>EHR delivery</b>	The delivery of the EHR solution in which a single entity (the Contractor) with one contractual interface has the overall responsibility for the complete delivery of the EHR solution.
<b>Helseplattformen</b>	Either, as understood by the context it is used: i) the complete set of requirements together constituting the EHR solution, including adjacent systems and services, or ii) the organisation tasked with acquiring the EHR solution.



<b>Invitation To Dialogue (ITD)</b>	This ITD Document, the Contract Document, the appendices, annexes, and attachments inviting the Pre-qualified Candidates to submit their offer for the EHR delivery.
<b>ITD Document</b>	This document
<b>Tender</b>	The common name for the Contractor's proposal for an EHR solution submitted under the various phases of the dialogue ending with the best and final offer.

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## PART II – ADMINISTRATIVE RULES AND PROCEDURES

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### 3 GENERAL

The Contractor must carefully follow the instructions set out herein and note that failure to submit the Tender at the time and place, and with the content as instructed, will or may as applicable result in the rejection of the Tender, cf. Chapter 16.

The Contractor shall review the ITD and ensure, to the best of the Contractor's abilities, that it is correct and complete. **If any subject is not specified which the Contractor views as necessary to carry out the requested delivery, the Contractor shall make the Customer aware of this by raising questions, cf. Chapter 8.**

Contractors are in particular made aware of the Check list prepared for the Contractors' management, to ensure that the requested responses and documentation have been submitted and that major and consequential rules governing the procurement has been abided by.

The Customer strongly encourages the Contractors to actively use the possibility to raise questions, cf. Chapter 8, and to attend the ITD tender conferences, cf. Chapter 8.

### 4 CONTRACT AWARD PROCEDURE AND THE REGULATORY FRAMEWORK GOVERNING THE PROCUREMENT PROCESS

This procurement will be conducted in accordance with the Norwegian Public Procurement Act of 16th July 1999 no.69 ("LOA") and the Public Procurement Regulations of 7th April 2006 no. 402 ("FOA"). The said Act and Regulation can be found on [www.lovdata.no](http://www.lovdata.no). The procedure will be **competitive dialogue** in accordance with FOA part I and III, cf. Chapter 14-2.

Contract award will be based on the most economically advantageous offer. The award criteria are performance, price and risk. Further details are given in this ITD document, Chapter 25.

The purpose of the competitive dialogue is to provide an arena to award complex contracts, where there is a need for the Customer to have discussions with prospective Contractors to identify and determine how the Customer's needs may be fulfilled.

The dialogue phase will be conducted in several stages to limit the number of solutions the Customer wishes to discuss. The Customer reserves the right to reduce the number of solutions during the dialogue phase. Exclusion of solutions will be based on the award criteria.

The dialogue phase will continue until the Customer has found the solution(s) which reflects the Customer's needs. The Customer will then declare the dialogue phase to be over. An invitation to give a final offer on the basis of the selected solutions, will be given to the participants who were attending the last phase in the dialogue, cf. FOA § 20-9.

The final offer shall be delivered within a given deadline. It is not permissible to negotiate the final offers. Only clarifications, specifications and fine-tuning are allowed, see FOA § 20-9.

Norwegian law will apply for the entire procurement, and will govern the awarded Contract.

**Note:** A new act and regulation on public procurement entered into force 1. January 2017. Due to the contract notice having been published before this date, Helseplattformen will follow the previous act and regulations on public procurement.

## 5 TIME SCHEDULE (TENTATIVE)

The time schedule in Table 2 for the competitive dialogue is tentative and not binding. The tentative time schedule can be changed by the Customer at any time during the dialogue stage. The Contractors will be informed in case of changes to the time schedule.

Table 2 - Tentative time schedule

Milestone (tentative time schedule)	Date
Distribution of ITD to selected Candidates.	February 2, 2017
ITD information seminar: Day 1: Tender conference Day 2/3: <ul style="list-style-type: none"> <li>• “Tour of Helseplattformen”</li> <li>• On site visit and presentation – Hospital</li> <li>• On site visit and presentation – Municipality</li> <li>• On site visit and presentation – GP</li> </ul>	Week 7, 2017 (February 13 – 15)
Introduction seminar to Customer Furnished Assets (CFA) (Appendix C1 and C7)	Week 11, 2017 (March 13 – 17)
Introduction seminar commercial issues: Part i): Contracts and contract structure Part ii) Price - completion of the Financial Model	Week 11 March 2017 (March 13 – 17)
Individual tender conference sessions	Week 11 2017 (March 13 – 17)
Deadline for submitting questions	April 24, 2017
Deadline for submission of Tender with outline solutions	May 3, 2017 at 12:00 CET
Dialogue phase 0 – presentation of Tender, including demonstration of selected user cases	Period from May 3, 2017 to October 1, 2017
Presentation of tender , including demonstration of selected user cases	Week 22 May/June 2017
Evaluation of Tenders with possible down selection of solutions	Period from May 3, 2017 to 4 September, 2017
Dialogue phase I – initial dialogue with Contractors based on the initial Tender, including demonstration of selected user cases	Period from September 5, 2017 to November 12, 2017

Milestone (tentative time schedule)	Date
Updated ITD distributed to the based on discussions with Contractors	TBD
Deadline for submission of revised solutions	TBD
Evaluation of revised Tenders, including demonstration of selected <b>user scenarios</b> , with possible down selection (if more remains in the dialogue down to 3 solutions)	TBD
Dialogue phase II – continued dialogue with Contractors	Period from November 13, 2017 to March 4, 2018
Demonstration of <b>user scenarios</b>	TBD
Updated ITD	TBD
Deadline for submission of revised solutions	TBD
Dialogue phase III – continued discussions with Contractors including reference visits, vendor visit and proof of concept	Period from March 5, 2018 to August 31, 2018
Updated ITD	TBD
Evaluation of revised Tenders with a preliminary final ITD issued by the Customer	TBD
Deadline for a preliminary final Tender (test of best and final offer)	TBD
Evaluation of preliminary final Tenders, including completion of any remaining demonstrations (if necessary updated to reflect changes in the dialogue), and a conclusion whether to end the dialogue and issue the final ITD	TBD
Deadline for final Tender	TBD
Evaluation of final Tender including demonstrations	Period from November 1, 2018 to January 14, 2019
Contract award and announcement of award decision to all invited Candidates	From January 15, 2019 to March 5, 2019
Mandatory stand–still period	10 days
Contract signing (Effective Date)	Period from January 15, 2019- March 15, 2019

## 6 TENDER CONFERENCES AND INFORMATION SESSIONS

In the interest of a fair and transparent competition, the Customer will invite the Contractors to information seminars and site visits. Questions raised during these meetings will be answered as soon as possible, either in the meeting or later in writing. All answers will be sent to all Contractors.

The Customer intends to have information sessions on locations where health services are provided, presenting Contractors with understanding and information related to the environment in which the EHR solution actually will be applied.

There will also be separate information sessions for:

- Introduction seminar to Customer Furnished Assets (CFA) (*Appendix C1 and C7*)
- Introduction seminar commercial issues:
  - Part i): Contracts and contract structure
  - Part ii) Price - completion of the Financial Model
- Individual tender conference sessions

The date for these sessions will be announced at a later time.

**Note:** The Customer consider tender conferences and information sessions to be suitable arenas for providing and exchanging information. The Customer may organize further tender conferences for this purpose. Minutes of meetings will be prepared and sent to all Contractors. The Customer accepts no responsibility for Contractors that do not participate in tender conferences, and as a result, claims to have received insufficient or incorrect information.

## 7 CONTACT INFORMATION

Contact with Helseplattformen during the dialogue process shall be directed **in writing** via the Mercell portal, [www.mercell.no](http://www.mercell.no).

Submissions should be marked with the case number “2016/238 - Procurement of an EHR solution with adjacent systems and services”.

## 8 QUESTIONS AND CLARIFICATIONS

Questions and requests for clarifications related to the dialogue shall be submitted no later than 24th of April 2017.

All questions and requests must be submitted electronically via the Mercell portal, [www.mercell.no](http://www.mercell.no), before the deadline. Helseplattformen will answer all questions as soon as possible. Questions and answers will be published on Mercell. The originator of the questions will not be identified.

Questions submitted after the deadline for questions will be answered on a best effort basis.

## 9 DEADLINE AND MEANS OF DELIVERY

All Tenders must be submitted electronically via the Mercell KGV system, [www.mercell.no](http://www.mercell.no) no later than 3th of May 2017 at 12:00 CET. Late Tenders will be rejected (the system does not permit Tenders to be submitted after the deadline).



If the Candidate is not a registered user with Mercell, or the Contractor has any questions in relation to the functionality of the tool, e.g., how to submit the Tender, the Contractor is advised to contact Mercell Support on telephone: + 47 21 01 88 60 or by email to: [support@mercell.com](mailto:support@mercell.com).

**It is strongly recommended that the Tender is submitted well in advance of the deadline, e.g., minimum four hours before the deadline, and preferably earlier. The Customer will not be provided access to the Tenders until after the deadline.**

Should there be a need for making amendments to the Tender before the deadline, the Candidates may access the Tender, make the necessary amendments and re-submit right up until the deadline.

The Tender requires, with the exceptions set out below, an electronic signature upon submission.

- The Contractor will during the submission of the Tender be asked to provide an electronic signature. Electronic signatures can be obtained from [www.commfides.com](http://www.commfides.com), [www.buypass.no](http://www.buypass.no) or [www.bankid.no](http://www.bankid.no).
- It should be noted that it may take a few days for the electronic signature to be delivered, so this process should be initiated as soon as possible.
- For electronic signature outside of Norway the Mercell portal supports the following electronic signatures from Sweden and Denmark:
  - Sweden: Swedish BankID, Nordea
  - Denmark: Nem ID, TDC / OCES
- Within the EU, Mercell uses a service provided by Unizeto (<http://unizeto.eu/>) through an agreement with DIFI and the EU project PEPPOL ([www.peppol.eu](http://www.peppol.eu)). This supports most of the X.509 certificates, however it is not possible to list all of the applicable certificates.
- Suppliers from countries outside the European Economic Area (EEA) will not be required by Mercell to sign their application electronically, and are therefore asked to deliver their application with a scanned signature.

Mercell recommends that the Candidates test the signing with their available certificate as soon as possible (and well in advance of the submission deadline). The test functionality is part of the registration / tender submission steps.

The Customer accepts no responsibility for the Tender not being submitted according to the process described in this document.

If the Candidates have emergency issues that require direct contact with Helseplattformen, the following can be contacted by phone: Torbjørg Vanvik (Contact person), +47 469 30 187, alternatively Bent Gjøstøl (Procurement), +47 950 59 573.

## 10 LANGUAGE

The Tender shall be written in English.

Required documentation may be in English or Norwegian, Swedish or Danish languages. If the Contractor's official documentation is issued in any other language than English, Norwegian, Swedish or Danish, the document must be translated into English or Norwegian, and confirmed by someone with the proper authority to do so in the relevant jurisdiction. The official document in the original language must also be included.

Any other kind of communication between the Customer and the Contractors, hereunder questions and answers and minutes of meetings, will be conducted in English or Norwegian dependent on the Customer's and the Contractor's common preference.

## 11 VALIDITY OF TENDER

The Tender shall be valid until 03.05.2019 at CET12:00.

## 12 COSTS ASSOCIATED WITH RESPONDING TO THE ITD

All costs incurred by the Contractor in responding to the ITD shall be borne by the Contractor.

## 13 CONFIDENTIALITY

### 13.1 INFORMATION PROVIDED BY THE CONTRACTOR

All information provided by the Contractor under this competitive dialogue will be treated as confidential to the degree allowed or required by the Norwegian Freedom of Information Act ("*Offentleglova*") and the Norwegian Public Administration Act ("*Forvaltningsloven*").

In case a request for access to information from a third party is made, the Customer will, after having heard the views of the Contractor, make an independent assessment of whether the information must be disclosed. Trade secrets are subject to statutory confidentiality.

### 13.2 INFORMATION PROVIDED BY THE CUSTOMER

The Contractor may be provided with confidential information as part of the procurement process. In such a case, **provided that the information has been marked or otherwise identified as confidential**, the recipient agrees to keep confidential the information made available. Such information may be made available to the Contractor's employees and professional advisers directly involved in the appraisal of such information, but shall not, either in whole or in part be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without prior written consent of the Customer, nor may it be used for any other purpose than that for which it was intended.

The Contractor shall ensure that all recipients of such confidential information are subject to confidentiality clauses which are at least as strict as set out in this Chapter.

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### **13.3 EXCHANGE OF INFORMATION**

For the purpose of this procurement, information received from Contractors may, to facilitate the goal of one common national EHR solution, be shared between representatives acting on behalf of the Customers. Information may also be shared with the health authorities (the Norwegian Directorate of Health, the Norwegian Directorate of eHealth (NDE), and the Ministry of Health and Care Services), other Regional Health Trusts and municipalities.

### **14 ETHICAL GUIDELINES**

In order to facilitate an objective, transparent and in all aspects fair competition the Contractor, including consultants and advisers, shall not try to influence, canvas nor offer or give or agree to give any person involved in the project any gift, commission, rebate or consideration of any kind.

Helseplattformen's internal ethical standard and guidelines for external communication, including with the Candidates, is published on the <https://helse-midt.no/Sider/Etiske-retningslinjer.aspx>. Similarly the City of Trondheim has adapted the following ethical guidelines: <https://www.trondheim.kommune.no/content/1117724206/Etiske-retningslinjer>.

All Contractors are expected to respect that Helseplattformen will follow these standards, and not do anything that could risk them being compromised.

The Contractor should not during preparation of a Tender make use, directly or indirectly, of any personnel that has previously been a member of Helseplattformen, including its governing bodies, as employees, advisors or similar.

Contractors should note that the Contract contains extensive provisions regarding ethical requirements.

### **15 THE CUSTOMER'S RESERVATIONS**

#### **15.1 CHANGES TO THE ITD DOCUMENTS**

Helseplattformen may make corrections, additions and/or changes to the ITD documents before and in the dialogue procedure subject to the restrictions set out in FOA.

It shall hereunder be clearly understood that the ITD may be altered or amended subject to unforeseeable circumstances at the time of issuing this ITD, or as a consequence of the discovery of faults, shortcomings or inconsistencies in the ITD.

Any corrections, supplements or changes will be posted on the Merccell portal <http://www.merccell.no/>.

#### **15.2 CHANGES IN SCOPE**

A significant purpose with, and part of, the dialogue process will be to establish the final scope that provides a comprehensive solution that covers all the procurement objectives as set out in *Appendix C0 Statement of Intent*. Thus Contractors should note that the decision of the final procurement scope

will be subject to clarifications through the procurement and dialogue, and that the scope, set out in this ITD, within the framework of the procurement regulations, will be adjusted.

Similarly Contractors should note that the division between firm orders and Options will be decided in the competitive dialogue phase.

Also, if the dialogue process demonstrates that certain parts of the initial scope has an unacceptable degree of risk (as deemed by the Customer), or that lack of actual competition has resulted in a product significantly below expectations (including that existing systems are considered superior), or the price is clearly above what is reasonable and expected, the Customer may choose to cancel that particular part from the procurement scope.

Parts that are withdrawn from the scope of Helseplattformen may instead be converted into Options for the Customer, or acquired under a separate procurement process.

In certain cases the existing system may after the dialogue, be maintained, or allowed to be included in the Tender by the Contractor as an alternative way of fulfilling the requirements. In such a case the dialogue will provide necessary information for the Contractor to include integration between the EHR solution and the existing system in its Tender.

### **15.3 BUDGET – FAILURE TO MEET BUDGETARY RESTRICTIONS**

The procurement is dependent on being allocated sufficient funds. The estimated procurement value is, throughout its estimated lifespan expected to be between NOK 1.4 and 2.7 billion excl. VAT, including Options. This estimate has a high degree of uncertainty, and the final outcome of the Contract value can be either higher or lower than this.

Related to budget constraints this amount is not the same as the one allocated for the initial investment and operations of the new EHR solution. This figure will not be disclosed.

The Customer reserves the right to cancel the procurement if it is not possible to obtain final Tenders within budgetary frames.

A Tender which exceeds the budget cannot be awarded the Contract. Hence such a Tender will be considered rejected if the Contractor, after being notified, does not reduce the price to bring the tender down to a total cost within the budget frame.

### **15.4 TRANSFORMATION OF REQUIREMENTS INTO OPTIONS**

The Customer reserves the right to transfer and procure Requirements Specification items as Options. This includes that the Customer as part of the dialogue may choose to define services under the Maintenance Contract as Options (e.g. in defined packages). This will not affect the evaluation of the requirements concerned, cf. *Chapter 24*.

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## 16 CANCELLATION REJECTION AND CONTRACTOR'S RESERVATIONS

### 16.1 CANCELLATION OF THE PROCUREMENT PROCESS

The Customer may, subject to having due cause as required by FOA, before the Contract is signed, either reject all offers or cancel the award procedure without the Contractors being entitled to claim any compensation.

The grounds for cancellation in whole or in part include that:

- The procurement fails to be within the budget for a Customer
- The dialogue process demonstrates that the EHR solution in whole or in part has an unacceptable degree of risk (as deemed by the Customer)
- The dialogue process demonstrates insufficient competition
- National regulations makes it necessary to significantly change the scope, the Requirement Specifications or contractual obligations

### 16.2 REJECTION OF AN INDIVIDUAL TENDER

Candidates are informed that failure to comply with the requirements set out in the ITD shall or may lead to rejection of the Candidate, including but not limited to provisions regarding delivery time and the documentation required. Any rejection of Contractors and their Tender will be done in accordance with the Regulation on Public Procurement of 7 April 2006 no. 402 (FOA) Part III Sections 20-12 and 20-13.

A Tender that fails to be within the Customers budget, and where it in the Customers opinion is not likely that this will change, will be considered rejected.

**It is of great importance that the Contractors study the ITD Documents carefully and follow the instructions herein, and uses the possibility to raise questions if in doubt.**

Excluded Contractors will not have their Tender returned. The Tender will be archived or destructed in accordance with applicable regulations.

In accordance with FOA § 19-7 the Customer will set a deadline of at least fifteen (15) days for the Candidate to request a preliminary injunction by a court against a decision to reject a Tender. This will include a decision not to include a Contractor subject to a down-selection.

### 16.3 RESERVATIONS TO THE ITD DOCUMENTS

Of particular concern related to public procurements are reservations that the Contractors have against the contract or other documents in the ITD.

The Tender shall be based on the terms and conditions set out in the ITD Document, in the draft Contract and its appendices, annexes and attachments. In accordance with procurement law, substantial reservations, either separately or aggregated, regarding the terms and conditions set out

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in the ITD shall or may lead to rejection of the Tender in the final Tender phase. The Customer will not reject Tenders containing substantial reservations in the dialogue phase, however Tenders/solutions can be down selected. In *Chapter 19.2.3*, it is further explained what constitutes such a reservation in the different phases of the dialogue process and what the consequence may be for the Contractor.

Note that **reservations may be a significant disadvantage to the Contractors competitiveness**. The economic effect of Contractor's reservations will be estimated by the Customer. This price will for evaluation purposes, be added to the Contractor's "Price".

The Customer will consider to allow the Contractors submit final Tenders partially based upon own solution specifications/contractual terms and conditions. To the extent this is allowed by the Customer, differences between the Tenders will not be reservations. However, such differences will be taken into account in the evaluation under the award criteria. As an example, differences in the form of third party software licence terms and/or terms of services, may to a certain extent be evaluated as part of the award criterion "Risk".

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## PART III – PROCUREMENT SCOPE

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### 17 THE HELSEPLATTFORMEN PROGRAMME

The scope of the procurement and the overall objectives of the EHR solution, together with adjacent systems, are set out in the Statement of Intent, cf. *Appendix C0*. The overarching perspective of Helseplattformen is built around the citizen and the patient. This perspective is underlined by the list of Customers set out in *Appendix C3* that encompasses all actors involved in patient treatment in the region.

*Appendix C3* also illustrates the significant number of entities that are involved in the procurement. A governance model has been set up to enable the Helseplattformen programme to take efficient decisions while at the same time ensuring involvement and buy in from all parties.

The scope of Helseplattformen is broad both in relation to functionality and actors involved. The Helseplattformen programme consists of, in addition to the EHR solution procurement project, an implementation and benefits realisation project.

The EHR solution will exchange data with multiple adjacent systems regionally and nationally, including **medical devices** and **personal connected health and care (PCHC)** technology. The EHR solution shall be installed and operating on the Customers' existing technical platform, eventually on a new technical platform if so proposed by the Contractor and accepted by the Customer. Some of the adjacent systems will be procured separately from this procurement. In *Appendix C1* and *Appendix C7*, the Customer has provided information and guidance on the above mentioned systems and equipment that the Contractor's EHR solution shall interact with in order to deliver the functionality in accordance with the Customer's requirements.

*Appendix C7* Customer Furnished Assets defines the assets that Customer takes responsibility for providing, including personnel that will be made available as part of the implementation of the EHR solution.

The timeline of Helseplattformen is defined by the need to replace existing systems and to release the benefits that the new EHR solution is believed to bring to the Central Norway Health Region. Of particular importance in relation to the time schedule is that the new EHR solution should be implemented, and thus adhere to the time schedule set out for this project, at the new hospital in Nordmøre og Romsdal (SNR).

Apart from this, the most important factor related to the implementation plan is that once decided, the cost on the Customer's hand of rescheduling is significant due to the impact this will have on daily operations. The time schedule therefore must be particularly robust. When implementation has started this is a one way system.

The EHR solution shall be technology adaptive over time and enable the Customer to take part in the technological development towards continuously improving the health services in the region in line with the overall objectives, cf. *Appendix C0, Chapter 2*. Contractors shall thus assume that the scope of the delivery includes more significant changes than what is normal in public procurements.

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The scope of the procurement is prepared with, and will during the dialogue phase continue to have, a special focus on risk and risk management. In order to reduce implementation risk a high degree of maturity of the EHR solution is considered favourably and is reflected in the evaluation model.

A relatively large part of the procurement is acquired in the form of Options. Options will be evaluated based on the probability of them being called for. Options are further described in the *Bridging Contract, Clause 5 and T Appendix 7*.



## PART IV – INSTRUCTIONS FOR COMPLETION OF THE TENDER

### 18 INTRODUCTION

The ITD provides technical, functional and commercial requirements. The Contractor shall transform the ITD into Tender documents specific to itself. The end result shall, after the dialogue phase has been completed, be that all documents, the Contract Documents, the appendices, annexes and their attachments, will take the form and meaning of potential final contractual documents, cf. *Chapter 19.1*.

**Note:** All drafting instructions, brackets and/or explanations only intended to guide the Contractors will be removed during or after the dialogue process.

### 19 THE ITD DOCUMENTS

#### 19.1 OVERVIEW

This ITD contains at the outset the documents set out in Table 3. As the dialogue may cover all parts of the ITD, both the contents of and document structure may be changed as a consequence of the dialogue. In order to give guidance to the Contractors, the Customer has set out in Table 3 how the structure and process is envisaged from this ITD to the final set of Contract documents. This default structure shall be assumed when completing the initial Tender. Any suggestions for changes shall be proposed in the list of reservations/change proposals, cf. *Enclosure 3*.

The same shall apply when the Customer invites Contractors to submit revised Tenders where a down selection will be performed.

In the final Tender, the structure set out in the invitation to submit the best and final Tender shall be complied with and no suggestions for changes to the structure will be considered.

The initial and final document structure may also be summarised as set out in Table 3 and in Figure 2 below.

*Table 3 - ITD and Contract document structure*

<b>Documents ITD</b>	<b>Document final Contract</b>	<b>Comments</b>
ITD Document (this document)	N/A	Provides relevant background information and sets out the rules for the competitive dialogue process
Enclosure 1 Check List	N/A	Assists the Contractor in the ITD. For guidance, and does not relieve the Contractor from its own responsibility
Enclosure 2 Executive summary (template)	N/A	For an overview of key information

<b><i>Documents ITD</i></b>	<b><i>Document final Contract</i></b>	<b><i>Comments</i></b>
Enclosure 3 Reservations/contractual proposals to the Contract Documents (template)	N/A	Will be included in the Contract, deleted during the dialogue, or added to the price (or lead to rejection)
Enclosure 4 Bridging Contract	Bridging Contract.	Binds together the Delivery and the Maintenance Contract, and links these with the Common Appendices
Enclosure 5 Appendix C0 Statement of Intent	Appendix C0 Statement of Intent	Sets out the Customer's Statement of Intent, including the overall ambitions and objectives of the procurement
Enclosure 6 Appendix C1- Customer Technical Platform	Appendix C1 Customer Technical Platform	Provides information about the Customer's existing technical platform relevant to the EHR solution. C1 will be updated as the technical platform evolves.
Enclosure 7 Appendix C2 Risk and Risk Management	Appendix C2 Risk and Risk Management	Establishes the guidelines and principles for continuous risk management processes that the Contractor is expected to apply during the implementation project and the maintenance and operations period.
Enclosure 8 Appendix C3 Customers	Appendix C3 Customers	Sets out the list of Customers
Enclosure 9 Appendix C4 Glossary of Terms	Appendix C4 Glossary of Terms	Definitions (in capital letters) and other terms that are intended to provide a common understanding
Enclosure 10 Appendix C5 HL7 EHR System Functional Model	Appendix C5 HL7 EHR System Functional Model	Contains the entire HL7 EHR System Functional Model and information about how the Customer has used the model.
Enclosure 11 Appendix C6 Rules and Regulations	Appendix C6 Rules and Regulations	Provides a summary of the legal framework that the EHR solution must comply with
Enclosure 12 Appendix C7 Customer Furnished Assets	Appendix C7 Customer Furnished Assets	Provides an understanding of the interfaces and use of the Customer's existing and future technical solutions, applications and personnel and establishes the framework that the new EHR solution has to operate with.
Enclosure 13 Appendix C8 Data Processor Agreement	Appendix C8 Data Processor Agreement	Contains the Data Processor Agreement that the Contractor is required to sign to comply with Norwegian data protection regulations.
Enclosure 14 Appendix C9 Financial Guarantees (Templates)	Appendix C9 Financial Guarantees	Provides a template for the Contractor and its parent company (if applicable) to provide their financial guarantees.
Enclosure 15 Delivery Contract ("SSA-T")	Delivery Contract	Contract for the delivery of the EHR Solution as offered by the Contractor Changes to the scope and/or methodology may be done via SSA-S, SSA-B or SSA-O as considered best suited for the particular delivery.
Enclosure 16 T Appendix 1A General Requirements	T Appendix 1A General Requirements	Sets out general requirements applicable across the EHR solution
Enclosure 17 T Appendix 1B Functional Requirements	T Appendix 1B Functional Requirements	Sets out the functional requirements for the EHR solution
Enclosure 18 T Appendix 1C Technical Requirements	T Appendix 1C Technical Requirements	Sets out the technical requirements for the EHR solution



<b><i>Documents ITD</i></b>	<b><i>Document final Contract</i></b>	<b><i>Comments</i></b>
Enclosure 19 T Appendix 1D Training Requirements	T Appendix 1D Training Requirements	Sets out the training requirements for the EHR solution
Enclosure 20 T Appendix 2 The Contractor's Solution Specification	T Appendix 2 The Contractor's Solution Specification	The response to the Requirement Specifications shall be completed in T Appendix 2A1 – 2D1 and 2A2 – 2D2 (Templates provided)
Enclosure 21 T Appendix 3 Project and Progress Plan	T Appendix 3 Project and Progress Plan	Contains guidelines and principles for the project and progress plan for the delivery of the EHR solutions that the Contractor shall complete.
Enclosure 22 T Appendix 4 Testing and Approval	T Appendix 4 Testing and Approval	Sets out the duties of the Customer and the Contractor in connection to preparations of the Customer's tests.
Enclosure 23 T Appendix 5 Administrative Provisions	T Appendix 5 Administrative Provisions	Sets out the project organisation, definition of roles, responsibilities and authorisations, management documents, reporting, meetings and frequency of meetings.
Enclosure 24 T Appendix 6 Total Price and Pricing Provisions	T Appendix 6 Total Price and Pricing Provisions	Contains all prices, detailed pricing provisions and payment terms for the charges made by the Contractor for the Deliverables provided to the Customer.
Enclosure 25 T Appendix 7 Options	T Appendix 7 Options	Sets out the Functional Options. Prices are to be included in the Financial Bid Model, cf. T Appendix 6.
Enclosure 26 T Appendix 8 License Terms and Conditions	T Appendix 8 License Terms and Conditions	Includes the template to be completed by the Contractor for its license terms and conditions
Enclosure 27 T Appendix 9 Changes Subsequent to the Conclusion of the Delivery Contract	T Appendix 9 Changes Subsequent to the Conclusion of the Delivery Contract	Contains a template for the changes to the Deliverables constituting the delivery of the EHR solution
Enclosure 28 Maintenance Contract ("SSA-V")	Maintenance Contract	Contract for the provision of maintenance services for software and any equipment. Changes to the scope and/or methodology may be done via SSA-S, SSA-B or SSA-O as considered best suited for the particular delivery.
Enclosure 29 V Appendix 1 Customer Requirement Specification	V Appendix 1 Customer Requirement Specification	Sets out the maintenance and support requirements for the EHR solution
Enclosure 30 V Appendix 2 The Contractor's Solution Specification	V Appendix 2 The Contractor's Solution Specification	The response to the Requirement Specification shall be completed in V Appendix 2A1 and 2A2 (Templates provided).
Enclosure 31 V Appendix 3 Software and Tools to be Maintained and Delivered by the Contractor	V Appendix 3 Customer Software and Tools to be Maintained	Sets out the software and tools to be maintained and supported. The scope will equal the EHR solution as it is offered and implemented under the Delivery Contract.
Enclosure 32 V Appendix 4 Project and Progress Plan for the Establishment Phase	V Appendix 4 Project and Progress Plan for the Establishment Phase	Contains guidelines and principles for the project and progress plan for the maintenance services that the Contractor shall complete.
Enclosure 33 V Appendix 5 Service Level (SLA)	V Appendix 5 Service Level (SLA)	Sets out the Customer's expectations related to service levels and associated standardised economic compensation.

<i>Documents ITD</i>	<i>Document final Contract</i>	<i>Comments</i>
Enclosure 34 V Appendix 6 Administrative Provisions	V Appendix 6 Administrative Provisions	Sets out the authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof.
Enclosure 35 V Appendix 7 Pricing and Pricing Provisions	V Appendix 7 Pricing and Pricing Provisions	Contains all prices, detailed pricing provisions and payment terms for the charges made by the Contractor for the Deliverables provided to the Customer.
Enclosure 36 V Appendix 8 Changes Subsequent to the Conclusion of the Maintenance Contract	V Appendix 8 Changes Subsequent to the Conclusion of the Maintenance Contract	Contains a template for the changes to the Deliverables constituting the maintenance of the EHR solution
Enclosure 37 V Appendix 9 Third Party's Terms and Conditions for the Maintenance of Third Party's Software	V Appendix 9 Third Party's Terms and Conditions for the Maintenance of Third Party's Software	Includes the template to be completed by the Contractor for its license terms and conditions
Enclosure 38 V Appendix 10 Options	V Appendix 10 Options (TBD)	To be decided (TBD)
Enclosure 39 Consultancy Services Contract ("SSA-B")	Consultancy Services Contract	Contract for the agreement governing assistance to be provided by a Consultant. The use of the Consultancy Services Contract is to be decided under the procedures set out in the Delivery Contract and the Maintenance Contract respectively (TBD).
Enclosure 40 Consultancy Assignment Contract ("SSA-O")	Consultancy Assignment Contract	Contract for the agreement governing research and development work to be performed by a Consultant. The use of the Consultancy Services Contract is to be decided under the procedures set out in the Delivery Contract and the Maintenance Contract respectively (TBD).
Enclosure 41 Agile Contract ("SSA-S")	Agile Contract	Contract for the agreement governing Agile software development. The use of the Consultancy Services Contract is to be decided under the procedures set out in the Delivery Contract and the Maintenance Contract respectively (TBD).

The Contract takes into account existing standards for public procurements as well as best industry practice. However, due to the nature of the delivery which involves life, health and security for individuals, security of supply for the entire Term is paramount. Hereunder it must be recognised that there will be significant lock in factors after Effective Date which necessitates, unlike normal commercial relationships, a strong regulatory control and correct incentives throughout the Term.

## 19.2 THE ITD SUPPORTING DOCUMENTS

### 19.2.1 The Checklist (template provided)

In major public procurements, there is a risk that one or more Contractors will be rejected because they fail to comply with the basic rules and regulations governing the competition.

On this background the Customer has prepared a Checklist for the Contractors' management, to ensure that the requested Deliverables have been submitted and some of the major and most consequential rules governing the procurement have been understood and taken into account.

The Checklist is meant as an administrative tool to assist in avoiding frequently made mistakes and is not exhaustive. If the Checklist is completed incorrectly this will not result in rejection. The Contractors must adhere to the instructions set out in the ITD irrespectively of whether they have been included in the Checklist.

### 19.2.2 The Executive Summary (template provided)

The Executive Summary shall be completed as instructed therein and shall serve to provide Helseplattformen with of an immediate overview of the quality of the received Tenders on key performance and financial issues. The executive summary will not be part of the final Contract or be evaluated.

### 19.2.3 List of change proposals to the contractual obligations/reservations (template provided)

By submitting the Tender, the Contractor acknowledges that the Tender and the price quoted in *T Appendix 6* and *V Appendix 7*, unless otherwise indicated, is based on compliance with the Customers draft Contract.

During the dialogue phase contractual obligations, unless otherwise is clearly stated, will be subject to dialogue between the parties. Where the Contractor wishes to propose changes this shall be done in the category "Proposal for changes to the contractual obligations", see table 4 below. It must be understood that the Customer will decide at its own discretion if, and in what way, the contractual obligations will be changed in the invitation for the best and final offer at the closing of the dialogue process.

At any time where the Contractors have been notified that a down selection will be made, including after the initial Tender before the first dialogue phase, the Contractor shall submit the Tender and the quoted price based on the contractual obligations as they have been prepared by the Customer. The change proposals will not be considered as reservations but as invitations to a dialogue in order to improve the Contractor's evaluation score by sharing risks and responsibilities more efficiently. If the Contactor does not want to accept the Customer's draft contractual obligations, the proposal shall be entered as a reservation, which will then be subject to the process set out in *Chapter 16.3*.

The table of change proposals and reservations shall include the original text of the draft Contract and a reference to its clause number and title, the proposed amendment to the text, the potential consequences of including the amended text as compared to the original text (always including the effect on price), and the Contractor's reason for suggesting the change. This catalogue of change proposal and reservations shall be in the form set out in *Enclosure 3*.

Table 4 - Proposals to reservations and dialogue discussions related to contractual obligations

<i>Concise reference to contractual clause</i>	<i>Suggested Change or Reservation</i>	<i>Rationale for suggesting the change</i>	<i>Price consequence (and other consequences if applicable)</i>
<b>Proposal for changes to the contractual obligations</b>			

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<b>Reservations to contractual obligations</b>			

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Significant reservations after the dialogue has been called to an end and the Customer has invited the remaining Contractors, with their EHR solutions, to submit their best and final offer, either separately or aggregated, regarding the terms and conditions set out in the Contract shall lead to rejection of the Tender, cf. *Chapter 16*.

As part of this assessment, the Customer will consider the extent and impact of reservations and reserves the right to at the Customers discretion, as far as it is legally possible or required, to add a price to the reservation and include this in the Evaluation Price.

See *Chapter 16.3* above for further details as regard the relationship between reservations and other differences to be assessed in the evaluation.

**Note:** According to Norwegian rules on public procurement **it is not the name but the reality** of the deviation from the ITD that decides what is a reservation. E.g., “interpretations” of a text that is outside the scope of a natural interpretation, whether a contractual clause or a requirement in the Requirement Specifications, may be construed as a (“hidden”) reservation if it in practice has the effect of changing the content of the obligation so that it is no longer enforceable by the Customer. In assessing whether a reservation must be considered as substantial, the Customer will undertake a concrete overall assessment regarding inter alia the reservation’s impact on the Customer and the competition.

### 19.3 THE CONTRACT DOCUMENTS – CONCEPT AND STRUCTURE

The Contract for the delivery of the EHR solution will, as a starting point for the dialogue, be based on the contractual terms set out in the enclosed draft *Bridging Contract*, the draft *Delivery Contract* and the draft *Maintenance Contract*.

Appendices that are common to all phases of delivery and operation are attached to the *Bridging Contract* as Common Appendices identified as *Appendix C0* to *C9*. Appendices that are particular to a certain phase is set out in the *Delivery Contract* and *Maintenance Contract* respectively.

The Contract is based on the Government Standard Terms and Conditions for IT-Procurements: SSA-T (Delivery of Software) and SSA-V (Maintenance), see <https://www.difi.no/artikkel/2015/11/ssa-statens-standardavtaler>. However significant adaptations of the standard terms and conditions has been deemed appropriate. These changes have been incorporated into the respective draft agreements.

For parts of the delivery and/or subsequent additional development of the EHR solution, alternative contractual concepts may be considered more appropriate. For such changes, under both the *Delivery Contract* and the *Maintenance Contract*, the parties may agree to use as a basis, with necessary adaptations, the SSA-B (Consultancy), SSA-O (Research and Development Agreement) or SSA-S (Agile) contract. The main contracts are enclosed as Attachments to the ITD and will be subject to discussions as part of the dialogue phase, whereas appendices will be developed as part of the change process when a request for a change is submitted.

The contract structure can be depicted as follows:

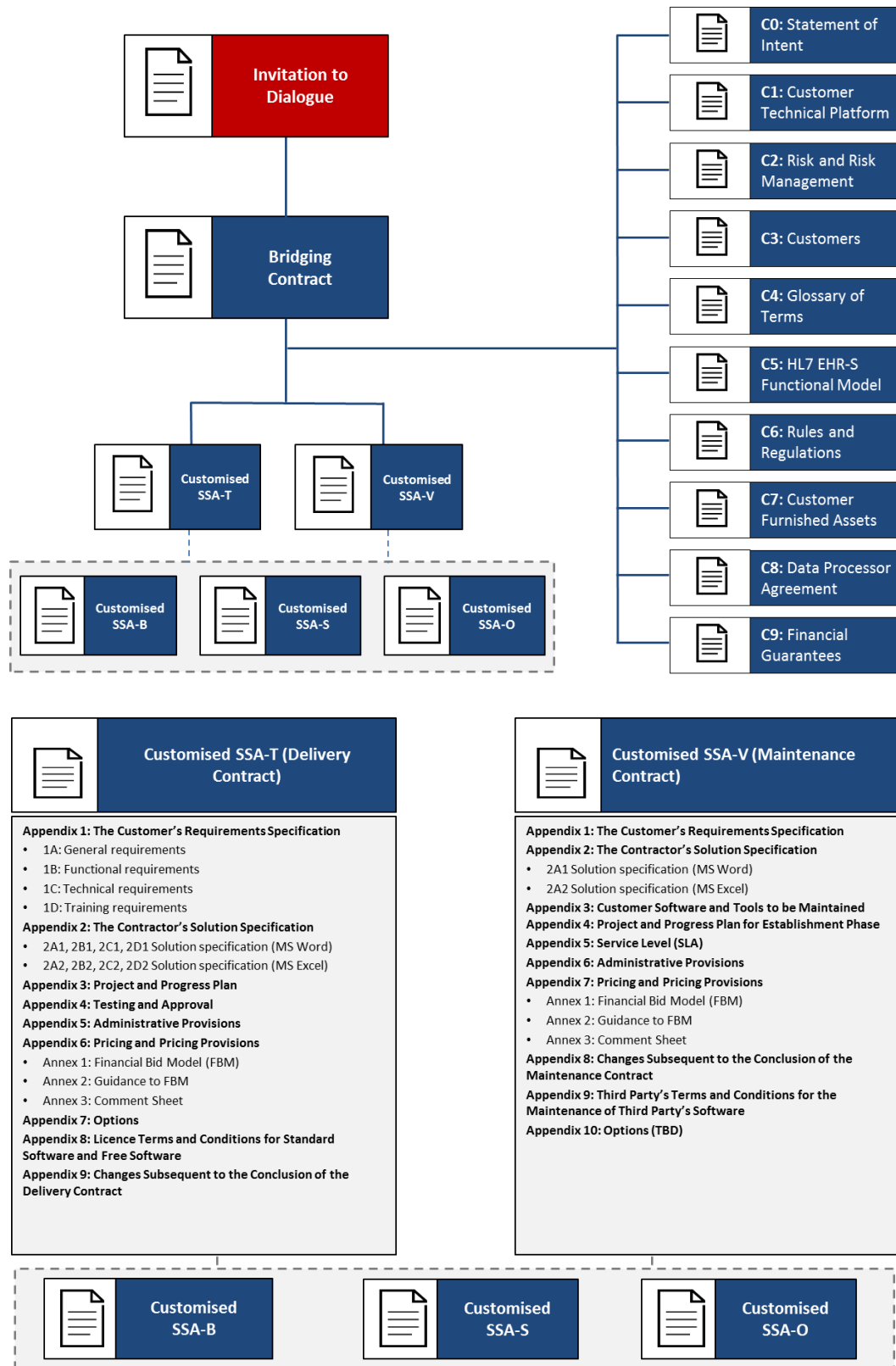


Figure 2 - ITD structure

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## 19.4 THE BRIDGING CONTRACT AND COMMON APPENDICES

### 19.4.1 The Bridging Contract

The Bridging Contract binds together the *Delivery* and the *Maintenance Contract*, and links these with the common appendices that sets out terms and conditions that shall apply across the different phases of the lifespan of the EHR solution. Further it includes mechanisms that will apply in case any new party is included in the delivery of the EHR solution at a later stage, as well as common general legal terms and conditions.

### 19.4.2 Appendix C0 - Contractor's Commitment to the Statement of Intent

*Appendix C0* sets out the Customer's Statement of Intent. The Contractor shall in *Appendix C0* declare that it has read and understood *Appendix C0*, and that its Tender, as expressed in the response to the Requirement Specification and the supporting documents, is compliant with the objectives described therein. The Contractor shall furthermore provide a comprehensive description on how its Tender mirrors the intentions described in *Appendix C0*.

The response to the Requirement Elements set out for the Statement of Intent shall be completed in *Appendix C0, Annex 1*.

*Appendix C0* will be given weight in the evaluation of the award criteria "Performance" and must be given sufficient attention by the Contractor, cf. *Chapter 25*.

### 19.4.3 Appendix C1 – Customer Technical Platform

*Appendix C1* provides information about the Customer's existing technical platform. The expected "to be" situation is set out in *Appendix C7*. The Contractor is required to clearly address in *Appendix C7* if there is any need for adaptations to the platform (including if he proposes another platform entirely) in order for the Contractor to deliver the EHR solution.

The Customer will be responsible to acquire and implement the identified adaptations to the technical platform. Failure from the Contractor to identify necessary adaptations will have the consequence that the adaptations that eventually has to be made will be considered the Contractor's risk (including to cover the Customer's cost).

Adaptations notified by the Contractor will be priced at the Customer's discretion and included as part of the Evaluation Price, cf. *T Appendix 6* and *V Appendix 7*.

Adaptations, even though these will be acquired by the Customer, shall furthermore be taken into account by the Contractor in the Contractor's project and progress plan, cf. *T Appendix 3* and will as part of this plan be evaluated under the award criteria "Risk".

The description of the technical platform will during the Term of the Contract be updated to reflect changes in the technical platform deemed relevant to the delivery of the EHR solution by the parties.

### 19.4.4 Appendix C2 – Risk and Risk Management

The Customer has a particular high focus on risk assessment and the ability to control and respond to risk. *Appendix C2* is a central part of the Customer's risk and risk management programme, both up to and after Effective Date.



The response to risk and risk management requirements shall be completed as set out in *Appendix C2* and shall be taken into account in *T Appendix 3*.

The Contractor's response to the Risk and Risk Management Appendix will be evaluated as part of the award criteria "Risk". The evaluation will focus on the quality of the programme as seen by the Customer, e.g., both identification of risk factors, and the remedies and contingencies considered appropriate (the point is not to identify no or only low risk factors, but to address risk factors as near reality as possible).

#### **19.4.5 Appendix C3 - Customers**

Appendix C3 sets out the Customer and the list of Individual Customers. No response is required to this Appendix.

#### **19.4.6 Appendix C4 – Glossary of Terms**

Appendix C4 provides definitions (in capital letters) and other terms (in bold, italic) that is intended to provide a common understanding.

#### **19.4.7 Appendix C5 – HL7 EHR System Functional Model**

The Requirement Specifications are based on the HL7 EHR System Functional Model, which is elaborated in Appendix C5.

#### **19.4.8 Appendix C6 – Rules and Regulations**

It is necessarily a prerequisite that the EHR solution through its lifespan complies with laws and regulations and mandatory standards (irrespective of in what way the requirement appears).

In order to assess regulatory compliance it is necessary to have insight into: i) the applicable rules and regulations, ii) how these are to be interpreted, and iii) how the EHR solution complies with the regulatory framework (as correctly interpreted), and if not, what must be amended to reach compliance.

Appendix C6 provides a summary of the legal framework that the EHR solution must comply with, i.e., item i) and ii). Due to the extensive character of the regulatory requirements it is not to be considered exhaustive. Further, the list and the content of regulations will change both up to and after Effective Date.

In the Customers opinion the risk of item i) and ii) should be shared between the parties. The Customer should be able to identify the regulatory requirements the solutions shall comply with. However the Contractor should as a general rule be obliged to deliver a product that is within the legal framework of the jurisdiction where the EHR solution shall be used. Additionally, the Contractor is best suited to assess (subsume) how its solution complies with the identified requirements, cf. item iii).

The Customer has upon this analysis concluded that there is no obvious single party that in all aspects is best suited to take the risk of regulatory compliance. However for evaluation and contractual purposes a clear division of risk and responsibilities have to be made. Therefore:

- The Contractor shall up to Effective Date have the risk of complying with the list of rules and regulations set out in *Appendix C6*, as this list is completed after the dialogue has been

concluded, together with other requirement where the Contractor is the entity addressed by the rules and regulations.

- After Effective Date the Contractor is responsible to implement and the Customer is responsible to pay (subject to the regime for changes with the exception for changes to the solution that is made as part of a general update) for changes necessary to comply with new regulations.

The Contractor shall inform the Customer of any rules and regulations that he should be aware of that its EHR solution should be expected to comply with.

The dialogue process will be the vehicle to reduce Contractor's risk to an acceptable level. The Customer will assist in getting access to the regulatory authorities as considered necessary by the Contractor.

The Contractor is obliged to have a system for regulatory observation in the EEA area as well as in Norway, and is at the earliest possible time required to inform the Customer if regulatory proposals will require changes to the solution and what amendments that could be made to the regulatory proposals to remove or lessen the need for such changes.

#### **19.4.9 Appendix C7 – Customer Furnished Assets**

Appendix C7 sets out the deliveries, in addition to *Appendix C1*, that will be provided by the Customer in order to successfully implement an EHR solution for the Customers.

The Customer Furnishes Assets may be divided in four categories:

- Personnel resources on the Customer's side that the Contractor needs to commit to Helseplattformen Main Project plan
- Changes required/proposed by the Contractor to the Customer's technical platform and peripheral equipment
- Solutions/systems that will be acquired separately and apart from the EHR solution, that are necessary to achieve partial or full functionality from the EHR solution
- Physical infrastructure such as offices and storage rooms that the Contractor shall or may use as part of the implementation of the EHR solution

It is envisaged that the Contractors will require or be able to utilise CFA differently. The Contractors use of CFA, and the consequences thereof, will be an important part of the dialogue.

The Contractor shall in *Appendix C7* note the CFA he has made use of in its Tender, and shall include these (including lead times for when such assets shall be delivered by the Customer) in its project and progress plan, cf. *T Appendix 3*.

The Customer will include, as far as practicable, in the Evaluation Price the Customer's cost related to CFA, e.g., use of Customer personnel. In the Contract a regime of cost/gain sharing will be implemented to address deviations from the estimates provided by the Contractor and on which basis he has been evaluated and awarded the Contract.

#### **19.4.10 Appendix C8 – Data Processor Agreement**

The Contractor is required to sign a data processor agreement to comply with Norwegian data protection regulations. The Customer is seeking alternative ways of ensuring the right to process personal data in an EHR solution comprising multiple legal entities. Any change as a result of this is not envisaged to affect the functional or technical solution, but will simplify the administrative processes.

#### **19.4.11 Appendix C9 – Financial Guarantees**

A robust EHR delivery is of paramount importance to the Customer. In order to decrease risk, the Customer requires the Contractor to provide an on-demand bank guarantee and a parent company guarantee (if applicable – the requirement for a parent company guarantee assumes that a parent company exists and will not apply if the Contractor is the ultimate parent company).

The on-demand bank guarantee shall apply from Effective Date until Helseplattformen Main Project has been accepted, cf. *T Appendix 3*, and will provide financial security for the Customer if the Contractor is not able or willing to perform according to the Contract.

The parent company guarantee shall throughout the Term provide both financial security and reliability of delivery, by guaranteeing fulfilment of contractual obligations by the parent company.

As set out in the parent company guarantee, the Customer will require that the Contract is assigned to the parent company if the Customer would otherwise be entitled to terminate the Contract due to breach with Contractor. Alternatively, at the Customer's discretion, the Contract could be terminated, in which case the parent company should guarantee for any future or incurred economic loss as a result of the Contractor's breach of Contract.

The Contractor and its parent company (if applicable) shall offer guarantees by using the templates substantially in the forms set out in *Appendix C9*. Deviations from the template set out in *Appendix C9* shall be preapproved by the Customer. The guarantees shall be provided after Contract award and prior to Contract signature.

The arrangement related to guarantees, including the size of the on demand guarantee, will be subject to dialogue and decided by the Customer prior to the invitation to submit the best and final Tender.

### **19.5 THE DELIVERY CONTRACT («SSA-T») AND ITS APPENDICES**

#### **19.5.1 The Customer's Requirement Specifications**

The Customer's Requirement Specifications are set out in *T Appendix 1A, 1B, 1C and 1D*.

The response to the Requirement Specifications shall be completed in *T Appendix 2A1 – 2D1 and 2A2 – 2D2* (templates provided).

In addition, the Contractor shall respond to requirements and/or fill out contractual text (the Requirement Elements cf. *Chapter 21.2.1*) in the following documents:

- T Appendix 3
- T Appendix 4

- T Appendix 5
- T Appendix 6
- T Appendix 7

For the Requirement Elements to be completed in these appendices, it will be clearly stated where the Contractor is required to respond.

The Contractor shall in *T Appendix 2A1 – T Appendix 2D1* provide details for the requirements prompting a **description** unless otherwise instructed in the individual requirement. Details should be provided with a clear and unambiguous reference to the relevant requirement.

Additionally, the Contractor shall provide a tabular response to all the requirements in *T Appendix 2A2 – 2D2* (both “**Description**” and “**Confirm**”). Short comments (details is reserved for 2A1 - 2D1) can be provided in the “**Comments**” column. The distinction between describe and confirm requirements is explained in *Chapter 21.2.2*.

#### **19.5.1.1 T Appendix 1A - General Requirements**

*T Appendix 1A* sets out the general requirements applicable across the EHR solution and delivery thereof.

#### **19.5.1.2 T Appendix 1B - Functional Requirements**

*T Appendix 1B* sets out the functional requirements for the EHR solution.

#### **19.5.1.3 T Appendix 1C - Technical Requirements**

*T Appendix 1C* sets out the technical requirements for the EHR solution.

#### **19.5.1.4 T Appendix 1D - Training Requirements**

*T Appendix 1D* sets out the training requirements related to the EHR solution. Contractors should note that this set of requirements has a great impact on the ability to implement and take the EHR solution into use successfully.

It is the Contractor’s responsibility to ensure that the training is adequate to enable the Customer’s use of the EHR solution and that the Customer shall not be required to perform additional training beyond the offered training in *T Appendix 2D1* and *2D2*.

### **19.5.2 T Appendix 3 - Project and Progress plan**

The Contractor shall submit a completed *T Appendix 3* as described therein, comprising activities and interdependencies, necessary to perform the delivery of the EHR solution.

The project and progress plan shall comprise and coordinate both the Contractor’s and the Customer’s activities, including CFA, that are necessary for a successful outcome and expedient progress in order to at the end deliver services with the EHR solution.

It is essential that the Contractor as part of the project and progress plan clearly states its preconditions (if any) related to the Customer Furnished Assets, and the consequences these preconditions have for the Contractor’s commitments to the project and progress plan (including with milestones and lead times).

The response to this Appendix will be evaluated under the award criteria Risk.

**Note:** The implementation plan will consist of a combination of dates with formal approval and remedies/sanctions attached and “soft” obligations without remedies/sanctions. Contractors are encouraged, within the required frameworks, to add such milestones as recommended by the Contractor. The same set of milestones shall be used for the purpose of the implementation plan cf. *T Appendix 3* and *V Appendix 4*, Test and Approval procedures, cf. *T Appendix 4* and for the payment plan, cf. *T Appendix 6* and *V Appendix 7*.

### **19.5.3 T Appendix 4 - Testing and Approval**

The duties of the Customer and the Contractor in connection with preparations for Customer’s tests are set out in *T Appendix 4*. The test regime shall be completed by the Contractor based on the guidance set out in *T Appendix 4*. The test regime is designed to be used also in relation to any later changes to the EHR solution, including if SSA-S, SSA-O or SSA-B is used as the contractual framework.

### **19.5.4 T Appendix 5 - Administrative Provisions**

The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof are set out in *T Appendix 5*. The project organisation, definition of roles, responsibilities and authorisations, management documents, reporting, meetings and frequency of meetings are set out in *T Appendix 5*. The Contractor shall prepare and update, on an ongoing basis, the management documentation specified in *T Appendix 5*.

### **19.5.5 T Appendix 6 - Price and Pricing Provisions**

The prices shall be inserted in *T Appendix 6 - Annex 1*, the Financial Bid Model (FBM), which shall be completed in the format as described therein.

It is recognised that it is not possible to price the EHR solution without dialogue. However the FBM will serve as a basis for the dialogue on price.

The Contractor is responsible for making sure that its offer is complete and that all contractual requirements are covered by the price.

### **19.5.6 T Appendix 7 - Options**

Functional Options and Service Options are set out in *T Appendix 7*. Terms and conditions for exercise of Options are set out in the *Bridging Contract, Clause 5*.

Functional Options and Service Options are evaluated under the same system as other parts of the Requirements Specification, with the exception that they are corrected by a factor indicating the probability (as estimated by the Customer) of the particular Option. Where nothing else is stated a likelihood of “Medium” will be applied.

The Contractor shall respond to Functional Options and Service Options in *T Appendix 7*.

Prices shall be included in the Financial Bid Model, cf. *T Appendix 6*.

### **19.5.7 T Appendix 8 - Licence Terms and Conditions for Standard Software and Free Software**

The Contractor's license terms and conditions for standard software and free software shall be enclosed in *T Appendix 8*.

### **19.5.8 T Appendix 9 - Changes Subsequent to the Conclusion of the Delivery Contract**

Changes to the Deliverables constituting the delivery of the EHR solution shall be made in writing and signed by an authorised representative of the parties. The Contractor shall without undue delay provide the Customer with an updated copy of *T Appendix 9*.

## **19.6 THE MAINTENANCE CONTRACT («SSA-V») AND ITS APPENDICES**

### **19.6.1 The Requirement Specifications V Appendix 1**

The Customer's Requirement Specifications related to maintenance of the EHR solution, as the starting point for the competitive dialogue are set out in *V Appendix 1*.

The response to the Requirement Specifications shall be completed in *V Appendix 2A1* and *2A2* (templates provided).

In addition, the Contractor shall respond to requirements and/or fill out contractual text (the Requirement Elements cf. *Chapter 21.2.1*) in the following documents:

- V Appendix 4
- V Appendix 5
- V Appendix 6
- V Appendix 7

For the Requirement Elements to be completed in these appendices, it will be clearly stated where the Contractor is required to respond.

The Contractor shall in *V Appendix 2A1* provide details for the requirements prompting a **description** unless otherwise instructed in the individual requirement. Details should be provided with a clear and unambiguous reference to the relevant requirement.

Additionally, the Contractor shall provide a tabular response to all the requirements in *V Appendix 2A2* (both "**Description**" and "**Confirm**"). Short comments (details is reserved for 2A1) can be provided in the "**Comments**" column.

### **19.6.2 V Appendix 3 - Customer Software and Tools to be Maintained**

The software and equipment to be maintained and supported is described in *V Appendix 3*. The final scope of software and tools will follow as a consequence of the EHR solution that is awarded the Contract.

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### **19.6.3 V Appendix 4 - Project and Progress Plan for the Establishment Phase**

The Contractor shall prepare a plan with a description of purpose, organisation, activities, detailed plans concerning progress, etc., for establishing the maintenance services in *V Appendix 4*.

The Project and progress plan shall be finalised as part of the dialogue process in collaboration with the Customer.

### **19.6.4 V Appendix 5 - Service Level (SLA)**

*V Appendix 5* sets out the Customer's requirements and expectations related to service levels and associated standardised economic compensation.

The Contractor shall complete *V Appendix 5* according to the instructions therein. Note that the text indicated in the brackets encourages the Contractors to offer a higher level of commitment than the minimum thresholds set out in *V Appendix 5* on service levels and accompanying sanctions. The concrete service levels set out in *V Appendix 5* shall be considered as guidelines for the service levels applicable to an individual Customer Option and not minimum requirements.

*V Appendix 5*, and the Contractor's offered SLA will be given weight in the evaluation of the award criteria "Risk" since the Contractor's offered SLA is considered to reflect the Contractor's assessment of the inherent operational risk of his EHR solution.

### **19.6.5 V Appendix 6 - Administrative Provisions**

*V Appendix 6* contains the authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof.

Further the project organisation, definition of roles, responsibilities and authorisations, management documents, reporting, meetings and frequency of meetings are set out in *V Appendix 6*. The Contractor shall prepare and update, on an ongoing basis, the management documentation specified in *V Appendix 6*.

### **19.6.6 V Appendix 7 - Price and Pricing Provisions**

The prices shall be inserted in *V Appendix 7, Annex 1*, the Financial Bid Model (FBM), which shall be completed in the format as described therein.

It is recognised that it is not possible to price the EHR solution without dialogue, however the FBM will serve as a basis for the dialogue on price.

The Contractor is responsible for making sure that its offer is complete and that all contractual requirements are covered by the price.

### **19.6.7 V Appendix 8 - Changes Subsequent to the Conclusion of the Maintenance Contract**

Changes to the Deliverables constituting the maintenance of the EHR solution shall be made in writing and signed by an authorised representative of the parties, cf. *V Appendix 8*. The Contractor shall without undue delay provide the Customer with an updated copy of *V Appendix 8*.

### **19.6.8 V Appendix 9 - Third Party's Terms and Conditions for the Maintenance of Third Party's Software**

The Contractor's license terms and conditions shall be enclosed in *V Appendix 9*.

### **19.6.9 V Appendix 10 - Options (TBD)**

Functional Options and/or Service Options are set out in *V Appendix 10*. Presently there are no Options specified. This Appendix is to be defined during the dialogue phase.

Terms and conditions for exercise of Options are set out in the *Bridging Contract, Clause 5*.

Functional Options and/or Service Options are evaluated under the same system as other parts of the Requirements Specification, with the exception that they are corrected by a factor indicating the probability (as estimated by the Customer) of the particular Option. Where nothing else is stated a likelihood of "Medium" will be applied.

## **20 LIST OF DOCUMENTS TO BE SUBMITTED AS PART OF THE INITIAL OFFER**

Table 5 lists all of the documents to be submitted by the Contractor as part of the initial proposal.

All the documents making up the appendices and/or annexes shall be completed in their original structure.

The Contractor shall use the appendices and/or annexes outlined in Table 5 when submitting its initial offer. Text by the Customer shall not be altered in *T Appendix 2A1, 2A2, 2B1, 2B2, 2C1, 2C2, 2D1, 2D2, 6 and 7*, and *V Appendix 2A1, 2A2 and 7*. Name syntax for submitting the appendices and/or annexes should be:

<Name of Contractor>\_<Appendix name>[ - Annex<number>] v1.0

- E.g., 1: Contractor1\_T Appendix 2B1 v1.0
- E.g., 2: Contractor2\_ Appendix C7 – Annex1 v1.0

If required, e.g., due to document size, the Contractor may divide the document by Chapters. In such case, the Contractor should indicate this by including the Chapter number to the name of the document:

- E.g., Contractor 1\_T Appendix 2B1\_Chapter 5 v1.0

Additional information shall be provided in separate attachments to the relevant appendices or annexes. The attachment's document name shall be in accordance with this system of annex names:

<Name of Contractor>\_<Appendix name>[ - Annex<number>]\_Attachment<number>

- E.g., 1: Contractor1\_T Appendix 2B1\_Attachment1.docx
- E.g., 2: Contractor2\_Appendix C7 – Annex1\_Attachment1.docx



Where an attachment relates to a specific requirement the attachment file name shall be included in the “Comment” field in T Appendix 2A2 - 2D2 and V Appendix 2A2. In such case the requirement’s number shall be added to the file name.

- E.g., 1: Contractor1\_T Appendix 2B1\_Attachment1 (F18845).docx

**Where brackets - [...] - are inserted in a document the Contractor should, respond by completing the associated Annex (which normally is the case), complete its response in that document (e.g. V Appendix 5) or Enclosure 3 (e.g., the draft Delivery Contract and draft Maintenance Contract).**

Table 5 - List of all documents to be submitted by the Contractor

<b>Document</b>	<b>Contractor’s response</b>
Tender letter (Template)	Requirements for the content of the proposal letters: <ul style="list-style-type: none"> <li>- It should state the Contractor’s commitment to participate in the competitive dialogue</li> <li>- It should be clear who the Contractor is, with name, organisation number, address, telephone and e-mail address</li> <li>- It should confirm the validity date of the Tender, cf. <i>Chapter 11</i></li> <li>- It should state the contact person with contact details (phone and e-mail address)</li> <li>- It should be limited to 1 A-4 page</li> <li>- It should be signed by an authorised person</li> </ul>
Enclosure 1 Check List	The Contractor shall submit a completed and signed check list
Enclosure 2 Executive Summary (template)	The Contractor shall submit an executive summary using the template provided. The Executive summary should be limited to 4 A-4 pages.
Enclosure 3 Reservations/Change Proposals to the Contract Documents (template)	The Contractor shall state any change proposals and/or reservations he may have to the contract documents using the template provided. The Contractor may attach a marked up version of the relevant contract documents. The Contractor shall in this submit his proposal to replace the content in the brackets set out in the Delivery Contract and Maintenance Contract.
Enclosure 5 Appendix C0 - Annex 1	The Contractor shall complete <i>Appendix C0, Annex 1</i> as instructed therein.
Enclosure 7 Appendix C2 Risk and Risk Management – Annex 1	The Contractor’s response to risk and risk management requirements shall be completed as described in <i>Appendix C2</i> and shall be included in <i>T Appendix 3</i> .
Enclosure 12 Appendix C7 Customer Furnished Assets – Annex 1, Annex 2 and Annex 3	The Contractor shall complete <i>Appendix C7, Annex 1, Appendix C7, Annex 2</i> and <i>Appendix C7, Annex 3</i> as instructed therein.
Enclosure 18 T Appendix 1C Technical Requirements – Annex 2	The Contractor shall complete T Appendix 1C – Annex 2 as instructed therein.
Enclosure 20 T Appendix 2 The Contractor’s solution specification	The response to the Customer’s Requirement specifications shall be completed in the following appendices (templates provided): <ul style="list-style-type: none"> <li>- <i>T Appendix 2A1</i> and <i>2A2</i></li> <li>- <i>T Appendix 2B1</i> and <i>2B2</i></li> <li>- <i>T Appendix 2C1</i> and <i>2C2</i></li> <li>- <i>T Appendix 2D1</i> and <i>2D2</i></li> </ul>
Enclosure 21 T Appendix 3 Project and Progress Plan Annex 1	The Contractor shall in <i>Chapter 2</i> , together with supporting project plan documentation (including project management tools), submit a detailed project and

	progress plan with activities and interdependencies, necessary to perform the delivery of the EHR solution (including CFA).
Enclosure 22 T Appendix 4 Testing and Approval	The test regime shall be completed by the Contractor based on the guidance set out in this Appendix.
Enclosure 23 T Appendix 5 Administrative Provisions	The Contractor shall complete the management documentation specified in this Appendix.
Enclosure 24 T Appendix 6 Price and Pricing Provisions	The Customer shall complete <i>T Appendix 6 main document</i> and insert prices in <i>T Appendix 6 - Annex 1</i> , the Financial Bid Model (FBM). Comments to the FBM should be inserted <i>T Appendix 6 - Annex 3</i> .
Enclosure 25 T Appendix 7 Options	The Contractor shall respond to Functional Options as set out in this Appendix.
Enclosure 26 T Appendix 8 License Terms and Conditions	The Contractor shall enclose license terms and conditions as set out in this Appendix.
Enclosure 30 V Appendix 2 The Contractor's Solution Specification	The response to the Requirement Specification shall be completed in the following appendices (templates provided): - <i>V Appendix 2A1 and 2A2</i>
Enclosure 31 V Appendix 3 Software and Tools to be Maintained and Delivered by the Contractor	<i>V Appendix 3</i> shall contain all software and tools that shall be maintained and supported, to be completed by the Contractor. The list of software and tools shall be aligned with what is offered as the EHR solution in the Delivery Contract.
Enclosure 32 V Appendix 4 Project and Progress Plan for the Establishment Phase	The Contractor shall complete the Appendix with a plan for establishing the maintenance services.
Enclosure 33 V Appendix 5 Service Level (SLA)	The Contractor shall complete this Appendix regarding service levels and associated standardised economic compensation according to the instructions therein.
Enclosure 34 V Appendix 6 Administrative Provisions	The Contractor shall complete the management documentation specified in this Appendix.
Enclosure 35 V Appendix 7 Pricing and Pricing Provisions	The Customer shall complete <i>V Appendix 7 main document</i> and insert prices in <i>V Appendix 7 - Annex 1</i> , the Financial Bid Model (FBM). Comments to the FBM should be inserted <i>V Appendix 7 - Annex 3</i> .
Enclosure 37 V Appendix 9 Third Party's Terms and Conditions for the Maintenance of Third Party's Software	The Contractor shall enclose (if any) third party license terms and conditions in this Appendix.

## 21 GUIDE TO UNDERSTANDING AND COMPLETING THE ITD DOCUMENTS

### 21.1 GENERAL

It is the Customer's intention to have an efficient dialogue process, where the parties at any time comprehend each other's proposals and positions. For this to happen the Contractor's responses to the Requirement Specifications and the Requirement Elements, cf. *Chapter 20.2.1* below, needs to be concise and to the point – without excessive information such as general brochures and marketing materiel. This principle applies both to answers to “**Describe Requirements**” and to any form of documentation that is submitted as evidence of a commitment.

In general a response to a “**Describe Requirement**” should not exceed four (4) A-4 pages, including documentation, unless otherwise specified. During the dialogue process supplementary descriptions and documentation may be required and submitted as necessary.

## 21.2 TYPES OF OBLIGATIONS

### 21.2.1 Requirement Specifications and Requirement Elements

For the purpose of the ITD, and in order to establish the framework for the dialogue and the Customer’s evaluation of the Contractor’s offered EHR solution, the requirements may be categorised in three main categories:

- i) **The contractual obligations** (obligations where no response from the Contractor is requested);
- ii) **The Requirements Specifications** (*T Appendix 1A – Appendix 1D and V Appendix 1*)
- iii) **The Requirement Elements** (where the Contractor is requested to complete a bracket [xx] or to respond to or complete a contract document, e.g., to complete *Appendix C0, T Appendix 4, Appendix C2* or the *T Appendix 3*).

Category ii) and iii) will be evaluated according to *Chapter 25* below. Reservations to i) shall, if not considered as change proposals, be included in *Enclosure 3* and will be priced and added to the Evaluation Price or if this is not possible, lead to rejection of the final Tender. Note however also the information provided in *Chapter 16.3* to the effect that some differences in contractual terms and conditions may be evaluated under the award criteria and not as reservations.

The distinction between different documents related to categorisation and means of compliance is only for the purpose of the ITD and the dialogue and tender process. In the final Contract, there will be no difference between requirements – all will be contractual obligations.

**Note:** Though the Describe requirements are formulated as an invitation “to describe”, they shall be regarded as requirements where the Contractor will be **evaluated based on the content of its proposal** (i.e., the requirement is not complied with just by providing a description).

### 21.2.2 The distinction between “Describe requirements” and “Confirm requirements” (“D/DX”)

An important distinction in the way the requirements have been prepared is between “describe” (formulated as a request for a detailed description) and “confirm” requirements (formulated as a request for a binary confirmation).

Describe requirements that are marked with “DX” shall initially be answered in a very short and concise manner (preferably less than 1000 signs). Further on in the dialogue the Contractors should expect to elaborate further on these requirements.

Confirm requirements are for evaluation purposes binary, meaning they will not be subject to evaluation based on grades of compliance, but either be awarded the score ten (10) or zero (0).

Responses to describe requirements will be evaluated based on the Customers assessment of grade of compliance, cf. *Chapter 25*.

## 21.3 WHAT IS SUBJECT TO DIALOGUE (AND WHAT IS NOT)

All ITD documents are in principle subject to dialogue between the Customer and the Contractor. This includes the contractual obligations that in the dialogue phase shall be regarded as the starting point for discussions.

However, for practical purposes and to keep the transaction cost low, not all aspects will be subject to detailed discussions. The Customer will decide what topics the dialogue will focus on, and will possibly as the dialogue progresses close topics for further dialogue.

The Customer will, based on the dialogue with the Contractors decide the final Requirements Specifications, contractual obligations, and Requirement Elements, which will then form the basis for the best and final Tender – without any possibility for further dialogue and with a limited room for reservations.

## 21.4 COMPLETING THE REQUIREMENT SPECIFICATIONS

### 21.4.1 Introduction

The Contractor shall complete the Requirements Specification in accordance with the instructions set out therein and in this ITD document. The instructions for completing the Requirements Specifications must be carefully read. In order to ensure equal treatment and an efficient dialogue, it is important that the instructions are adhered to.

The submitted initial Tender will be the starting point for the competitive dialogue.

The requirements as set out in *T Appendix 1A – 1D* and *V Appendix 1*, after the dialogue is completed, will have precedence over the description of how the requirement will be satisfied unless a higher quality is offered. For the avoidance of doubt it is not permissible to price an EHR solution in the Tender, and deliver an EHR solution of lesser quality in order to save cost for the Contractor, even if the contractual requirement is met by a solution of lesser quality.

In the following *Chapters 21.4.2 - 21.4.8*, Contractors are provided with information about how to understand the different instructions/information and complete the Requirement Specifications. The detailed instructions are set out in the respective Appendices.

Table 6 below presents the format and information provided in the Customer's Requirement Specification.

Table 6 - Requirement table

**Imp:** Importance (O/H/M/L), **ToF:** Time of fulfilment (1/2/3/4), **D:** Describe (D/DX), **Doc:** Documentation (DC, SC, DT, A, I, O), **ToReq:** Type of requirement (C, H, M, GP, P)

No.	Requirement	Imp	ToF	D	Doc	ToReq
	<b>Requirement title</b> Requirement  <b>Dedicated area/function [only relevant for T Appendix 1B]:</b> <ul style="list-style-type: none"> <li>• XX</li> </ul> <b>To be considered [only relevant for T Appendix 1B]:</b> <ul style="list-style-type: none"> <li>• XX</li> </ul>					

Table 7 provides an example of a requirement from *T Appendix 1B* set out in this requirement format and structure.

Table 7 - Example of a requirement table from *T Appendix 1B*

**Imp:** Importance (O/H/M/L), **ToF:** Time of fulfilment (1/2/3/4), **D:** Describe (D/DX), **Doc:** Documentation (DC, SC, DT, A, I, O), **ToReq:** Type of requirement (C, H, M, GP, P)

No.	Requirement	Imp	ToF	D	Doc	ToReq
F24383	<p><b>Entity authentication</b> The Contractor shall in T Appendix 2B1 describe how the solution will comply with function TI.1.1 in EHR-S FM.</p> <p><b>Dedicated area/function:</b></p> <ul style="list-style-type: none"> <li>• Individually customised communication</li> <li>• Information management</li> <li>• Information security, privacy and access control</li> <li>• Nursing and care</li> </ul>	H	3	D	A;DC	C;P

The Requirement Elements have their own templates in which the responses shall be entered.

**Note:** It is intended to have a down selection based on the initial Tender. Thus Contractors should not take the risk of “starting out low” either in terms of e.g. quality of the EHR solution, management of risk or by being high on cost.

### 21.4.2 Prioritisation of the importance (weight) of individual requirements (“IMP”)

For external guiding to Contractors on the importance of a requirement within the group of requirements they are a part of, requirements are categorised in an order of priority: “O”, “H”, “M” or “L”.

O requirements are absolute minimum requirements and failure to comply with one or more of these will lead to rejection. Presently, at the start of the competitive dialogue no O-requirements have been identified.

Non-compliance with other requirements does not in itself lead to rejection, but will lead to no score in the evaluation model. Even so, it is required that a minimum of 80 per cent of the H requirements are complied with.

### 21.4.3 Time of fulfilment of requirements (“TOF”)

For each requirement it has been stated when the requirement shall be fulfilled. This implies that the required documentation in case of alternative 2, 3 and 4 below will address not that the Contractor’s EHR solution is compliant, but that it will be at the time the requirement shall be fulfilled.

The alternative deadlines for fulfilment of a requirement are:

- 1 – Within delivery of the initial proposal
- 2 – Within delivery of the final proposal

- 3 – Within start of the Customers’ acceptance test, as set out in the implementation plan for Helseplattformen Main Project, cf. *T Appendix 3* and in accordance with the test and acceptance procedures set out in *T Appendix 4*
- 4 – Other. Individual deadline set out in the particular requirement (This applies especially for areas where the Customer and Contractor need close cooperation to decide the date of fulfilment)

**Note:** The “TOF” relates to the time available for the Contractor to comply with a **requirement**. The required **documentation** must be delivered as instructed at submission of the Tender (including in later rounds of down selection). E.g., a TOF 3 indicates that the Contractor may respond as compliant with a confirmation/description of its proposed solution even if he has to develop or acquire the capability subsequent to the Tender submission deadline. As documentation he will e.g., deliver a description of its existing solution and the development needed to comply this the requirement. Contractors that have a solution readily available will be rewarded by a lower risk and thus a better score on Risk.

#### 21.4.4 Describe

For each requirement it has been stated whether the Contractor shall provide a description of how the requirement is satisfied. Each requirement has one of the following notations related to description:

- D - The requirement denotation “D” indicates that the Contractor must describe how the requirement is satisfied. The description for a requirement specification denoted “D” should not exceed 4 A-4 pages, including documentation, unless otherwise specified.
- DX – The requirement denotation “DX” indicates that the Contractor must provide a short description of how the requirement is satisfied, limited to a maximum of 1000 characters per requirement. The Contractor may at a later stage of the dialogue phase be asked to give a more detailed or complete description of the same requirement.
- N/A – The requirement denotation “N/A” indicates that the requirement is a “confirm requirement” where the response shall be Yes/No in *T Appendix 2A2-2D2* and *V Appendix 2A2*.

The Contractor shall provide his description as instructed in *Chapter 19.5.1* and *Chapter 19.6.1*. The template is illustrated below in *Table 8*.

*Table 8 - Example of text box for the Contractor's response to a requirement prompting a description*

No.	Requirement	Imp	ToF	D	Doc	ToReq
F18845	<b>Support described purpose and expectations</b> The Contractor shall in T Appendix 2B1 describe how the offered solution supports the purpose and expectations described above.	M	1	D	DC	C
<b>The Contractor's description:</b> <i>[Provide the Contractor's description here]</i>						

#### 21.4.5 Documentation of compliance (“DOC”)

The Contractor must describe and document compliance to each individual requirement in accordance with the system set out for documentation of compliance. Each requirement has one of the following notations related to documentation:

- Declaration of Confirmation (DC) – the requirement shall be demonstrated by a declaration issued by the Contractor
- Standard Certification (SC) – the requirement shall be demonstrated by submission of an certification of coherence to a standard
- Demonstration / Test of requirement (DT)
- Analysis (A) - a reasoned explanation
- Information (I) (Contractor shall submit the requested information, i.e., the submission of information is the requirement)
- Other (O) – the type of documentation is specified particularly for the relevant requirement

A requirement may desire one or more of the above types of documentation.

Note that the required documentation should be expected to be different, both in type and extent, for the purpose of evaluation (i.e., in the dialogue and tender phase) and test and acceptance (i.e., when is shall be demonstrated that the EHR solution performs according to the Contract).

The Customer may request additional information during the dialogue.

Four **user scenarios** will be requested demonstrated as part of dialogue phase 0. The Customer will inform the Contractors before each dialogue phase which other **user scenarios** will be subject to demonstration. The main part of the demonstration of **user scenarios**, is expected to be performed at the final stages of the dialogue.

Before the dialogue has been completed the Customer intends to require that the Contractor shall make a proof of concept of the EHR solution. The Customer and Contractor shall together plan and implement a proof of concept to evaluate the EHR solution.

The Customer may use process models and process descriptions as a tool in the dialogue phase to ensure a common understanding of the processes and workflows the system shall support.

#### 21.4.6 Type of Requirement (“ToReq”)

The ToReq (“Type of Requirement”) in the Requirement Specifications column identifies which Individual Customer the requirement is relevant for.

For the purpose of this procurement the following categories are applicable:

- Hospital ( HMN ) = H
- Municipalities (“Kommune”) = M
- General Practitioner (“Fastlege”) = GP
- Citizens/Patient = P
- Common for requirement for H , M , GP = C

Other entity combinations will be marked by combining these indicators.

### 21.4.7 The “Dedicated area/function”, “To be considered” and “Integration” denotations

The “Dedicated area/function” denotation is the Customer’s indication of whether a given requirement is associated with multiple enterprise capabilities and sub-capabilities (cf. *T Appendix 1B, Chapter 2*) and/or areas of particular focus (cf. *T Appendix 1B, Chapter 4*). The Contractor shall when describing its response to a requirement, ensure that the description at least covers the listed denotations (enterprise capabilities and sub-capabilities and/or areas of particular focus). The Contractor is encouraged to include other relevant capabilities and/or areas of particular focus not specifically listed. If the response is the same for two or more denotations, the Contractor is asked not to duplicate the response, but simply to explain which denotations the response is valid for.

The “To be considered” denotation indicates that the Customer is yet undecided whether the given requirement is relevant for the subsequent enterprise capabilities and/or areas of particular focus. This decision will be made during the dialogue phase.

The “Integration” denotation is the Customer’s indication that an integration with an external or third party system will be required for the given requirement. If several enterprise (sub-) capabilities are listed under the “Dedicated area/function” for the given requirement, the integration might be relevant for one, several or all of them.

### 21.4.8 Completion of Appendices – the templates for the Contractor’s response to T Appendix 2A2, 2B2, 2C2, 2D2 and V Appendix 2A2

The Contractor shall respond to all requirements in *T Appendix 1A, 1B, 1C, 1D* and *V Appendix 1* using the tabular response form in *T Appendix 2A2, 2B2, 2C2, 2D2* and *V Appendix 2A2*, respectively. All these tabular response forms are Microsoft Excel workbooks. Figure 3 depicts the structure of the tabular response form with an example from *T Appendix 2B2*.

Figure 3 - Structure of the tabular response form

Figure 4 depicts the standard response columns in the tabular response form, which the Contractor shall use to answer all of the Customer’s requirements.



1. Offered (Y/N)	2. Time of Fulfilment (1/2/3/4)	3. Development needed (Y/N)	4. Is it possible for the Customer to configure this in the EHR solution? (Y/N)	5. Entity (C, H, M, GP, P)	6. Comments if any to 1, 2, 4 or 5 (e.g. references to documentation or attachments).  If the Contractor states 2. <i>Time of fulfillment</i> : 4, the date shall be specified in this column.
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Figure 4 - Standard response columns in the tabular response form

Note that if the Contractor in column 3 indicates that a particular requirement needs development, the Contractor shall in addition to the standard response columns also complete the additional columns 3a) - 3e) for elaboration of the development (Figure 5).

These columns shall be completed for requirements needing development				
3 a) - Scope of the development - Concrete discrepancies between current solution and proposed EHR solution - Concrete development activities - Complexity of the development	3 b) Is the developed software to be included in the Contractor's standard EHR software? (Y/N)	3 c) If specifically developed for the Customer and not included in the standard EHR software, how will the Contractor ensure that this development is kept up-to-date and compatible with developments in the standard EHR software?	3 d) Is the development described in the Contractor's initial risk assessment, cf. Appendix C2? (Y/N)	3 e) - Reference to the Project Plan (T Appendix 3) with information regarding under which Deliverable this requirement is delivered, including the time of delivery (within the required ToF(s))

Figure 5 - Additional columns elaborating the development

Following column 3d), the Contractor shall take the needed development into account when completing the initial risk assessment, cf. *Appendix C2*. Following column 3e), the Contractor shall make a reference to T Appendix 3 with information regarding which Deliverable the particular requirement is delivered under, including the time of delivery.

To assist the Contractor, an explanation of the standard response columns is provided in Table 9 below.

Table 9 - Explanation of tabular response columns

Field	Description
Offered (Y/N)	The Contractor indicates (Yes or No) whether the requirement is fulfilled or not in the offered solution <ul style="list-style-type: none"> <li>• "Y": Yes, the requirement is fulfilled</li> <li>• "N": No, the requirement is not fulfilled</li> </ul>
Time of Fulfilment (1/2/3/4)	The Contractor indicates when the requirement is (to be) fulfilled. <ul style="list-style-type: none"> <li>• "1": Within delivery of the initial proposal</li> <li>• "2": Within delivery of the final proposal</li> <li>• "3": Within start of the Customers' acceptance test, as set out in the implementation plan for Helseplattformen Main Project, cf. <i>T Appendix 3</i> and in accordance with the test and approval procedures set out in <i>T Appendix 4</i></li> <li>• "4": Other. Individual deadline set out in the particular requirement (This applies especially for areas where the Customer and Contractor need close cooperation to decide the date of fulfilment)</li> </ul>



Field	Description
Development needed (Y/N)	<p>The Contractor indicates whether development is needed in order to fulfil the requirement.</p> <ul style="list-style-type: none"> <li>• “Y”: Yes, development is needed in order to fulfil the requirement</li> <li>• “N”: No, development is not needed in order to fulfil the requirement (e.g., EHR Standard software and tools)</li> </ul> <p>Note that if requirement is needed, the additional columns 3a)-3e) shall be completed to elaborate the development.</p>
Is it possible for the Customer to configure this in the EHR solution? (Y/N)	<p>The Contractor indicates whether it is possible for the Customer to configure the software fulfilling the particular requirement in the EHR solution.</p> <ul style="list-style-type: none"> <li>• “Y”: Yes, the Customer can configure the software fulfilling the particular requirement</li> <li>• “N”: No, the Customer cannot configure the software fulfilling the particular requirement</li> <li>• “N/A”: Software configuration is not applicable for this particular requirement (e.g., non-functional requirement)</li> </ul>
Entity (C, H, M, GP, P)	<p>The Contractor indicates for which organisational entity the requirement is fulfilled. The Customer has annotated each requirement with which entity the requirement shall apply for:</p> <ul style="list-style-type: none"> <li>• “H”: Hospital ( HMN )</li> <li>• “M”: Municipalities (“Kommune”)</li> <li>• “GP”: General Practitioner (“Fastlege”)</li> <li>• “P”: Citizens/Patient</li> <li>• “C”: Common for requirement for H , M , GP</li> </ul> <p>Note that the Contractor shall use the following technique if combining several entities. Both Hospital and Municipalities: “H;M”, both Hospital and Citizens/Patiens: “H;P” etc.</p>

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## PART V – THE DIALOGUE AND AWARD PROCESS

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### 22 INTRODUCTION

Following the Contractor's submission of Tender and the Customer's preliminary evaluation of the Tenders, the Customer will invite all relevant Contractors to the dialogue. The dialogue will be performed in several phases. A first reduction of solutions may be made before the initiation of the first dialogue phase. Such, and later reductions of solutions throughout the dialogue, will be based on an assessment of the Tenders in relation to the award criteria.

### 23 THE DIALOGUE PROCESS

#### 23.1 INTRODUCTION

Contractors selected to participate in dialogue will be notified in writing. The Contractors are expected to make all necessary preparations to participate in the dialogue at the date and place indicated by the Customer. Contractors should assume that the dialogue will be conducted in Helseplattformen's offices or in the vicinity thereof. If considered appropriate by the Customer, another designated location could be chosen, including at the Contractor's premises.

The Contractor shall nominate a dialogue manager with the appropriate authority to act on behalf of the Contractor. For each dialogue meeting, the Contractor shall notify the Customer of its dialogue team, with name and role.

A dialogue protocol will be signed at the end of each dialogue meeting by the parties' respective dialogue managers, or a person appointed to act on the dialogue manager's behalf. The protocol shall state the status and progress reached on the discussion points raised during the meeting, with document references (if applicable) and action points for the parties to follow up until the next meeting.

The dialogue will result in a set of documents capturing the needs of the Customer which together with the Contractor's final Tender shall potentially be transformed into a final Contract.

**Note:** The dialogues can be performed in several phases in order to reduce the number of EHR solutions. A first reduction can be done before the initiation of dialogues. Such reductions will be based on an assessment of the Tenders in relation to the award criteria.

### 24 THE DIALOGUE PHASES

#### 24.1 DIALOGUE PHASE 0

The dialogue phase 0 consists of the period after the deadline for initial proposals and until down selection and initiation of dialogue phase 1. The Customer will in this phase invite Contractors to

have a short presentation and demonstration of the initial offer, with an aim to perform a possible down selection and to prepare for dialogue phase 1.

As part of the demonstration the Contractor will be required to demonstrate four of the **user scenarios** described in *T Appendix 1B Chapter 3.1, 3.2 and 3.3*. The Customer will later in the further dialogue phases request the Contractor to demonstrate all or parts of the other **user scenarios**. The **user scenarios** that are to be demonstrated shall preferably not exceed fifteen (15) pages in addition to screenshots per scenario.

## **24.2 DIALOGUE PHASE 1**

This phase is intended to focus on further understanding the Tender and the Customer's need and requirements, and selecting and initiating the dialogue process on various subjects. Furthermore an important part of this phase is to close the subject matters that shall not be a part of any further dialogue).

## **24.3 DIALOGUE PHASE 2**

In this phase the Contractor's proposal for a revised solution will be the subject for the continued dialogue. New themes will be started and others closed for continued dialogue.

## **24.4 DIALOGUE PHASE 3**

The activities will be similar to phase 2. In this phase it is intended to arrange a site visit at the Contractor's premises.

Furthermore the Customer will require a proof of concept to be demonstrated before this phase is completed.

This phase will continue until the solution has been developed to fit with the Customer's needs, and has reached a satisfactory high level of maturity.

## **24.5 TEST THAT THE DIALOGUE PROCESS IS COMPLETED – PRELIMINARY FINAL OFFER (“DRY RUN”)**

When the parties consider the dialogue close to the end, the Customer will invite the Contractor to a preliminary final offer. The purpose is to test that the parties have genuinely reached a satisfactory level and are ready to end the dialogue and call for the best and final offer.

## **24.6 THE END OF THE DIALOGUE PROCESS – THE BEST AND FINAL OFFER**

When the dialogue has reached a stage where the Customer believes the offered solutions satisfy the Customer's needs, and price and risk is within acceptable terms, the dialogue will be called to an end and the Contractors will be invited to submit a best and final Tender.

## 25 EVALUATION AND CONTRACT AWARD CRITERIA

### 25.1 EVALUATION METHODOLOGY AND PRINCIPLES

The Customer will establish evaluation teams consisting of experts covering all aspects of the Tender. The evaluation teams will consider the fulfilment of all requirements and Requirement Elements up against the EHR solution presented by each Contractor.

The Customer intends to conduct the evaluation of Tenders based on the following general principles:

- i) The evaluation model and marking regime (the scoring guide) will be established after the ITD has been issued and prior to the opening of Tenders.
- ii) The evaluation model and marking regime will reflect the award criteria and the level 1 sub-criteria that has been disclosed. The Customer can at a later time choose a further breakdown of the award criteria, with relative weights of importance.
- iii) The Requirement Specifications will be evaluated and given a score within a group of requirements (i.e., the score will not be set at individual, but at a group level) from 0 – 10, with score 0 awarded Contractors that does not fulfil the requirement. In this evaluation the “Confirm” requirements will be awarded a weight that reflects that these are either complied with or not (not compliant or compliant). The individual scores will then be aggregated, together with the scores awarded the Requirement Elements, based on the weight they have been given in the evaluation model. For the avoidance of doubt this implies that apart from Price (where there is only one Evaluation Price where a score is given), the Contractor that has the aggregated best score will not be adjusted to score 10, but will be awarded a total score as a result of the combined scores given at the requirement group level.
- iv) When aggregating scores under Performance and Risk, and when setting the score for Price relative to the best price, up to two decimals will be used (e.g. score  $10 + 8 + 7 + 6 = 7,75$ ).
- v) A preliminary evaluation result will be produced as a basis for the down selection and initiation of the dialogue phase, and will decide the order and content of the dialogue.
- vi) During the dialogue phase the Customer may perform several renewed evaluations to monitor the proceeding of the dialogue, to perform down selections, and finally award the Contract.

### 25.2 AWARD CRITERIA

The Tender that is the most economical advantageous, cf. the regulation on public procurement section 22-2, will be selected based on the following award criteria in Table 10:

Table 10 - Award criteria

<i>Award Criteria</i>	<i>Weight</i>
Performance	50%

Price	30%
Risk	20%

The submitted proposals will form the starting point of the evaluation. It will be revised as the proposals are developed through the dialogue.

As a part of the evaluation process, the Customer will ask the Contractors to give a demonstration of the offered EHR solution. The purpose of the demonstration is to get a visual impression of the EHR solution and to verify the description of the solution provided in the proposal. The demonstration will be conducted in a manner that ensures predictability, equal treatment and verifiability. The Customer may also want to conduct a site visit to see the offered EHR solution implemented.

As described in *Chapter 24* the required documentation, e.g., relative to **user scenarios** and proof of concept, will vary under the different dialogue phases.

Please refer to the description of each award criteria underneath for further information regarding what subject matter in the documentation that will be evaluated under each award criteria.

**Note:** As the following is considered as **absolute minimum requirements** a Tender will be rejected if, after the dialogue has been completed and the best and final Tender submitted, cf. *Chapter 16*: i) The Contractor is “NOT COMPLIANT” with an **O**-requirement (if any), or ii) the Contractor fails to comply with at least 80 per cent of the H requirements (excluding Options), or iii) he has deviations from minimum thresholds (identified as such) set out in brackets [...] in an ITD document (e.g. the *V Appendix 5* and the *Delivery Contract, Chapter 10.5.2*).

## 25.3 PERFORMANCE

The evaluation of Performance will be based on the Tender’s grade of compliance with the Requirements Specification, *T Appendix 1A – 1D* and *V Appendix 1*, measured against the selected award criterion and its underlying sub-sets of evaluation criteria.

Performance will be divided into the level 1 sub-criteria according to Table 11, all related to the subject matter of the Contract.

Table 11 - Performance topics in sub-criteria

Award Criteria	Sub-criteria (not in order of priority)	Documentation (with relevant response Appendices completed)
Performance	<ul style="list-style-type: none"> <li>• Understanding of, and ability to realise, the Customer’s overall vision and objectives</li> <li>• User scenarios and usability</li> <li>• Functionality for patient care including decision support</li> <li>• Functionality for administration, management, quality, research and reporting</li> <li>• Functionality for patient and citizen communication and population health</li> <li>• Information security</li> <li>• Information management</li> <li>• Architecture</li> <li>• Integrations</li> <li>• Technical infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• Appendix C0</li> <li>• Appendix C1</li> <li>• T Appendix 1A</li> <li>• T Appendix 1B</li> <li>• T Appendix 1C</li> <li>• T Appendix 1D</li> <li>• T Appendix 7</li> <li>• V Appendix 1</li> <li>• V Appendix 3</li> <li>• Contractor’s’ (allowed) differing terms and conditions, including differences resulting from third</li> </ul>

	<ul style="list-style-type: none"> <li>• General requirements (Chapters in <i>T Appendix 1A</i>)</li> <li>• Maintenance and support (Chapters in <i>V Appendix 1</i>)</li> <li>• Differences in contractual terms and conditions relevant to Performance (not including reservations)</li> </ul>	<p>party software and services license terms</p> <p>Note that as part of the documentation of the Contractor's response the Customer will include documentation and demonstration of the Customer's selected <b>user scenarios</b> for each dialogue phase and the final Tender.</p>
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The Contractor must be compliant with all absolute minimum requirements, classified as O-requirements (if any). These requirements are binary and will not be given any scoring value.

The Contractor must, after the dialogue phase is completed (i.e., in the best and final Tender), be compliant with at least 80 per cent of the H-requirements (excluding Options).

Requirements, including Requirement Elements, will, irrespectively of priority status set out in the Requirements Specification, be evaluated in accordance with the principles set out in *Chapter 25.1* and given a score from 0 – 10 (with score 0 reserved for non-compliant answers), based on the Customer's assessment of grade of compliance. In this evaluation, the best Contractor within the defined group of requirements (or a single Requirement Element) will be given the score 10 and the remaining a score in proportion thereof.

**Note:** Evaluation of performance will emphasise and take into account that the EHR solution shall provide solutions that are satisfactory for all Individual Customers, in particular HMN, the municipalities and the general practitioners.

## 25.4 PRICE

The award criterion "Price" will be measured as Evaluation Price with the price breakdown according to Table 12.

Table 12 - Price sub-criteria

<b>Award Criteria</b>	<b>Price breakdown</b>	<b>Documentation</b>
Price	Contract Price (for evaluation purposes with Options weighted in with estimated probability) + Customer's participation cost + Costs of Contractor's reservation/change proposals + Costs related to complementary investments + Other costs related to the Contractor's EHR solution = <b>Contractor's Evaluation Price</b>	<ul style="list-style-type: none"> <li>• T Appendix 6</li> <li>• V Appendix 7</li> <li>• Customer's estimated cost of providing CFA</li> <li>• Enclosure 3</li> </ul>

Contractor's Evaluation Price will be calculated based the following principles:

- All prices entered into the Financial Bid Model shall be stated in Norwegian Kroner (NOK) which will be used for the initial evaluation and down selection. The Contractor shall in addition submit the Contract Price in its domestic and/or other preferred alternative currency(ies). The Customer will decide during the dialogue phase if NOK and/or the alternative currency(ies) shall be applied (or be allowed to be used) for the further down selections and the best and final Tender. Further instructions related to currency are set out in *T Appendix 6* and *V Appendix 7*.

- Options, both related to number of customers, functionality and services, will be included in the Contractor's Evaluation Price. The Contract Price for Options will for evaluation purposes be weighed in accordance with the estimated probability for the Option being exercised.
- The Maintenance Contract will be evaluated based on a ten (10) year term from final Go-Live of Helseplattformen Main Project (Milestone MS6).
- The initial evaluation will be based on the Consumer price index *cf. T Appendix 6 and V Appendix 7*.
- The Contract Price is obtained from the Financial Bid Model *cf. T Appendix 6 and V Appendix 7*.
- The delivery related to Customer Options in the Delivery Contract will be evaluated with an average implementation period of 1 year starting four (4) years after final Go-Live of Helseplattformen Main Project (Milestone MS6).
- The delivery related to Functional Options in the Delivery Contract will be evaluated with an average implementation period of 1 year starting four (4) years after final Go-Live of Helseplattformen Main Project (Milestone MS6).
- The delivery related to Service Options in the Delivery Contract will be evaluated with an average implementation period of 1 year starting four (4) years after final Go-Live of Helseplattformen Main Project (Milestone MS6).
- Maintenance related to Customer Options will be evaluated with an average length of 5 years maintenance starting five (5) years after final Go-Live of Helseplattformen Main Project (Milestone MS6).
- Maintenance related to Functional Options will be evaluated with an average length of 5 years maintenance starting five (5) years after final Go-Live of Helseplattformen Main Project (Milestone MS6).
- The economic effect of Customer's participation cost will be calculated based on the Contractor's answer in *T Appendix 6 and V Appendix 7*, regarding "number of Working Days provided by Customer". The number of Working days will be multiplied by a daily rate estimated by the Customer in *T Appendix 6, Annex 1 (FBM)* and *V Appendix 7, Annex 1 (FBM)* and, for evaluation purposes, be added to the Contractor's Evaluation Price.
- The economic effect of Contractor's reservations will be estimated by the Customer and, for evaluation purposes, be added to the Contractor's Evaluation Price. See Chapter 16.3 for further detail on reservations and other differences.
- The economic effect of the Contractor's need for complementary investments will be estimated by the Customer and, for evaluation purposes, be added to the Contractor's Evaluation Price.
- For evaluation purposes the Customer has estimated a volume of services that are procured as Options for the Term of the Contract, *cf. T Appendix 6, Chapter 3.3.3*.
- The Contract Price will for evaluation purposes be discounted by the Customer based on a discount rate of 4 per cent.



- The evaluation of Price is based on a calculated Evaluation Price. The Contractor with the lowest calculated Evaluation Price is awarded a ten (10) (the best possible grade). The grades for the remaining Contractors are calculated based on the difference between its calculated Evaluation Price and the lowest Evaluation Price according to the following formulae (a “hybrid model”):

$$Score_A = 10 - 10 \left( \frac{\text{Contractor's Evaluation Price}_A - \text{Lowest Contractor's Evaluation Price}}{\text{Lowest Contractor's Evaluation Price}} \right)$$

If:  $\text{Contractor's Evaluation price}_A > 1,8 * \text{Lowest Contractor's Evaluation Price}$

Then:

$$Score_A = \left( \frac{\text{Lowest Contractor's Evaluation Price} * 3,6}{\text{Contractor's Evaluation Price}_A} \right)$$

## 25.5 RISK

“Risk” will be measured based on the Contractor’s assessment of the sub-criteria according to Table 13, all related to the subject matter of the Contract.

Table 13 - Risk sub-criteria

<b>Award Criteria</b>	<b>Sub-criteria (not in order of priority)</b>	<b>Documentation</b>
Risk	<ul style="list-style-type: none"> <li>Implementation, test and project organization</li> <li>Contractor’s implementation ability</li> <li>Risk related to Contractor’s offered solution</li> <li>Risk related to Contractor’s offered maintenance and support, including organisation and administration</li> <li>Differences in Contractor’s offered sanctions level and differences in offered contractual terms and conditions (not including reservations)</li> <li>Contractor’s handling of risk</li> </ul>	<ul style="list-style-type: none"> <li>Appendix C2</li> <li>Appendix C7</li> <li>T Appendix 2X1 2X2 (requirements marked as requiring development limited to the part describing the scope and content of the development)</li> <li>V Appendix 2A1 2A2 (requirements marked as requiring development limited to the part describing the scope and content of the development)</li> <li>T Appendix 3</li> <li>T Appendix 4</li> <li>T Appendix 5</li> <li>V Appendix 2A1 and 2A2 (limited to requirements marked as requiring development)</li> <li>V Appendix 4</li> <li>V Appendix 5</li> <li>V Appendix 6</li> <li>Responses to completion of brackets [xx] in the SSA-T and SSA-V</li> </ul>

		<ul style="list-style-type: none"> <li>Contractors' (allowed) differing terms and conditions, including differences resulting from third party software and services license terms</li> </ul>
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Risk will be evaluated in accordance with the principles set out in Chapter 25.1 and given a score from 0 – 10 (with score 0 reserved for non-compliant answers), based on the Customer’s assessment. In this evaluation, the best Contractor within a defined group of Requirement Elements (or a single Requirement Element) will be given the score 10 and the remaining a score in proportion thereof.

## 25.6 EVALUATION OF OPTIONS

Options, **Functional Options and Customer Options**, will be fully evaluated, unless otherwise expressly stated and adjusted with a factor corresponding to the estimated probability, based on the Customer’s opinion, of the specific Option being called for.

In this ITD the following classification is made:

- High probability – between 60 per cent and 90 per cent probability
- Medium probability – between 30 per cent and 60 per cent probability
- Low probability – less than 30 per cent probability

The probability of Options being called for is stated in *T Appendix 7* and *V Appendix 10*.

If nothing is otherwise stated for Functional Options these shall be considered having Medium probability of being exercised.

If nothing is otherwise stated for Service Options these shall be considered having High probability of being exercised.

If nothing is otherwise stated for Customer Options these shall be considered having High probability of being exercised. For the City of Trondheim and the number of GPs that are part of Helseplattformen Main Project, the probability shall be considered to be 100 per cent for evaluation purposes.

As part of the finalisation of the evaluation model, the exact weights that shall be applied for the Options will be decided.

If Requirement Specification items are transferred to Options, this will not affect their evaluation.