

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100**  
**167 Lombard Ave.**  
**Winnipeg**  
**Manitoba**  
**R3C 2Z1**  
**Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Pharmacy Services - Percy E Moore	
<b>Solicitation No. - N° de l'invitation</b> H3551-122331/B	<b>Date</b> 2012-10-23
<b>Client Reference No. - N° de référence du client</b> H3551-122331	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-207-8237	
<b>File No. - N° de dossier</b> WPG-2-35065 (207)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-11-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Parker, LaVona	<b>Buyer Id - Id de l'acheteur</b> wpg207
<b>Telephone No. - N° de téléphone</b> (204) 984-2351 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> HEALTH CANADA PERCY E MOORE HOSPITAL HODGSON MANITOBA R0C1N0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid Solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting Contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### 2. Summary

Health Canada has a requirement for the supply, labour, materials, equipment, transportation and supervision required for pharmacy services as detailed in Annex "A" - Statement of Work at Percy E. Moore Hospital, Hodgson, Manitoba from date of award (approx January 1, 2013) to December 31, 2013 with three (3) one (1) year option periods, in accordance with the terms and conditions detailed herein.

There is a security requirement associated with this requirement.

pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form,

This requirement is subject to preference for Canadian goods and/or services.

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

## **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( 3 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### Section II: Financial Bid

**1.1** Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### 1.2 Exchange Rate Fluctuation

C3011T 2010-01-11, Exchange Rate Fluctuation

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the

certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

## 1.1 Technical Evaluation

### 1.1.1 Mandatory Point Rated and Technical Criteria at Bid Closing

Reference to Annex H - Mandatory and Point Rated Technical Criteria.

## 1.2 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

The Bidder must submit its financial bid in accordance with Annex B, Basis of Payment. Financial proposals will be assessed as follows:

For each item, Firm Rate x Estimated Quantity = Extended Price

## 2. Basis of Selection

### 2.1 Basis of Selection - Highest Combined rating of Technical Merit and Price

1. To be declared responsive, a bid must:

a. comply with all the requirements of the bid solicitation; and

b. meet all mandatory criteria; and

c. obtain the required minimum of 105 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 140 points.

Bids not meeting (choose "(a) or (b) or (c)" will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price.

The ratio will be 60 % merit and 40 % for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60% .

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45) .

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

**1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid Non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive

### 2. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

## 2.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid-non responsive.

## 2.2 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

## 2.3 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



d.a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? Yes ( ) No ( )

If so, the Bidder must provide the following information:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## 2.4 Canadian Content Certification

### 2.4.1. Canadian Content Certification

(a) *SACC Manual* clause A3050T (2010-01-11) Canadian Content Definition

(b) This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

## 2.5 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## 2.6 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## 3.0 Certifications Required with the Bid

### PART 6 - SECURITY, AND OTHER REQUIREMENTS

#### 1. Security Requirement

1. Before award of a contract, the following conditions must be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part

7 - Resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part

7 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire

discretion of the Contracting Authority.

3. For additional information on security requirements, bidders should consult the “Requirements for PWGSC Bid Solicitations - Instructions for Bidders” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

## 5. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex G . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Statement of Work

The Contractor must perform the work in accordance with the Statement of Work at Annex “A”

#### 1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

**1.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ TBD, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance

**1.1.4 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the maximum Contract value

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

**1.1.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex "F"**. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

**Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized Tasks.

## 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 3. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide, attached at Annex E
- (b) Industrial Security Manual (Latest Edition).

#### 4. Term of Contract

##### 4.1 Period of the Contract

The period of this contract is from 01 October 2012 to 30 September 2012 inclusive

##### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending the written notice to the Contractor at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract agreement.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: LaVona Parker

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Address: Suite 100-167 Lombard Avenue

Telephone: 204-984-2351

Facsimile: 204 - 983-7796

E-mail address: lavona.parker@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

The Project Authority for the Contract is:

Name: \_TBD\_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Name: \_TBD\_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1.Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2.No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3.The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a.when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4.If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 Single Payment

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment

### 6.4 SACC *Manual* Clauses

A9117C T1204 (2007-11-30) - Direct Request by Customer Department

C0710C (2007-11-30) Time and Contract Price Verification

C2000C (2007-11-30) Taxes - Foreign-based Contractor

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

**8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 8.2 SACC Manual Clauses

SACC Manual Clause A3000C (2011-05-16) Aboriginal Business Certificate

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work ;
- (d) Annex B Basis of Payment;
- (e) Annex C Security Requirements Check List;
- (f) Annex F Insurance Requirements
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated TBD,

## 11. Insurance

The Contractor must comply with the insurance requirements specified in Annex "G" . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## **Annex A**

### **Statement of Work**

#### **1.0 SCOPE**

##### **1.1 Title**

Pharmacy Services at Percy E. Moore Hospital.

##### **1.2 Introduction**

Under the authority of Health Canada (HC), First Nations and Inuit Health (FNIH), Nursing Directorate, the Contractor is to provide on-site pharmacist and pharmacy services at the Percy E. Moore Hospital (PEM) in Hodgson, Manitoba for in-patient hospital services. In total there are 16 hospital beds in this facility.

This Agreement is a contract for the performance of services, and the Contractor is engaged as an independent contractor for the sole purpose of delivering the services.

##### **1.3 Objectives of the Requirement**

The objective of this contract is to provide on-site pharmacist services at PEM Hospital, provide hospital staff on site/off-site access to the professional advice of a pharmacist and provide patients and their families access to pharmacy counseling.

The contractor will, during the effective dates of this contract, perform and complete with care, skill, diligence and efficiency the work that is described herein and provide pharmacist services as outlined.

##### **1.4 Background, Assumptions and Specific Scope of the Requirement**

This contract will ensure PEM Hospital maintains a broad range of pharmacist care services for professional staff at PEM Hospital and for First Nations clients accessing health care at PEM Hospital.

#### **2.0 REQUIREMENTS**

##### **2.1 Tasks, Activities, Deliverables and Milestones**

The Contractor is required to attend a one day on site start-up meeting with Health Canada to discuss contract requirements and transformation from current pharmacy services prior to contract services start date.

Tasks and activities required of these pharmacy services during the course of the contract for Pharmaceutical services at PEM Hospital Pharmacy may include, but is not limited to:

Maintain a timely stock delivery service to all hospital wards to address the needs of the hospital staff and patients (e.g.: issue pharmacy stock to ward(s) daily or as necessary);

Monitor all ward stock, administer and review pertinent records for accuracy and completeness and file records for the appropriate period of time. In the event that records are found to be incomplete, the contractor will be responsible to conduct the appropriate investigation and notify the Director of Nursing of the action and results, Health Canada, First Nations and Inuit Health and the hospital administrator in a timely manner;

Maintain a perpetual inventory record system for the main hospital pharmacy for the receipt and disposition of all pharmacy stock;

Maintain a purchase record tracking system to ensure minimum/maximum stock levels alert pharmacy staff to re-order/ return stock;

Maintain timely and ongoing preparation of all requisitions for the purchase of pharmacy stock to maintain appropriate stock levels of in-date medication referenced in the hospital Formulary;

Work closely with hospital staff that order stock to ensure appropriate stock is ordered. In the case of drug shortages, the pharmacist should be an active participant in any processes used to obtain alternate medication to ensure stock is available in the hospital, and that staff are familiar with the reasoning for the actions regarding replacement stock being added to the hospital inventory;

Consult with the hospital administrator of any processes that are currently established and may be subsequently changed by the contractor;

Provide after-hours medication availability (e.g.: night-service pre-packs are to be provided for use within the emergency room) for hospital staff and patients that addresses the needs of the hospital, and provides a timely, safe, secure and accountable process for staff to access needed medication;

Ensure outdated stock is given to hospital stores clerk to be returned to distributors for appropriate credit;

Ensure the tracking and accountability of any pharmaceutical product that is destroyed and provide the details, in a timely manner in writing, to the hospital administrator for each instance;

Work collaboratively with professional staff in the hospital to ensure all inpatient medication profiles are reviewed in a timely manner (e.g.: daily - Monday to Friday) and that all patient medication profiles are reviewed by medical staff and addressed. This must include, at a minimum, the type and number of drugs taken, their relative prescribed strengths, all known interactions, frequency of use, abuse potential, verification of patient knowledge and instruction as to how the drug is to be taken, the frequency the medication is to be refilled at a retail pharmacy, and all compliance issues.

Ensure professional, authorized hospital staff have on going access to appropriate clinical practice guideline information;

Arrange for suitable alternate resources when necessary to ensure the continual pharmacist services are available to the PEM hospital.

The Contractor must provide 24 hour, on call pharmacist consultation services, (minimum services must address I.V. admixtures, dosing issues, drug information, and drug interactions) available to Health Canada professionals, with an after-hour call back time to health care professional, within 15 minutes. During regular business hours all calls must be answered.

Provide professional and administrative hospital staff with pharmaceutical input/advice on pharmacy matters as requested to ensure best practice guidelines are met and/or exceeded;

Provide quarterly in-service education sessions to relevant hospital staff; (Example Diabetes Management, Hypertension Management, etc.)

Attend Pharmacy and Therapeutics (P&T) Committee meetings quarterly, and where appropriate, provide the secretarial and planning expertise for all meetings

Address requests in a timely manner from practitioners for drugs not available in the hospital Formulary, and develop a process in concert with the hospital administration and the P&T Committee to table these requests at future Pharmacy and Therapeutics Committee meetings;

Attend all patient services team accreditation meetings and certification reviews as requested;

Develop a policy and procedures manual for all pharmacy activities to be filed with the hospital administration, available on all wards and updated as and when required;

Review and maintain all pharmaceutical educational and reference material within the hospital every six (6) months, or as required and provide a timely report to the hospital administrator of identified changes required/ additional resources to be ordered;

Ensure the hospital complies with all relevant federal and provincial Acts, Regulations, and guidelines governing the acquisition, inventory, storage, issuing/prescribing, destruction, and administration of medication.

Other services requested of the Pharmacist by the Departmental Representative/Project Authority (e.g Collecting evidence of drug reactions, information for auditing or certification)

Advise and consult on special project assignments.

Attend meetings scheduled by the Project Authority.

## 2.2 Specifications and Standards

The Contractor is required to perform the work outlined/described at 2.1 to the standards established for the practice of pharmacy in the Province of Manitoba.

## 2.3 Technical, Operational and Organizational Environment

The Contractor may be required to provide pharmaceutical services daily for up to two (2) hours per day, Monday to Friday, during normal business hours (9am-5pm). Pharmacist is required to be available for "Grand Rounds" on Monday mornings at 9am. Workloads should be coordinated with hospital processes and professional availability.

Pharmacist is required to be available for meetings that may exceed the 2 hour daily requirement. Estimated extra hours required 15 hours per year.

The Contractor is required to comply with all health and safety requirements of Health Canada and PEM Hospital.

The Contractor is responsible for informing the hospital staff of the pharmacist(s) schedule and availability.

## 2.4 Method and Source of Acceptance

Should the work or any portion of the work not be in accordance with the requirements of the contract, the Project Authority will have the right to reject it or require its correction.

## 2.5 Reporting Requirements

The Contractor is required to complete a pharmacy inventory when requested by the Project Authority//Department Representative.

The Contractor is required to inform the Department Representative of any clinic deficiencies, adverse incidents related to the PEM Hospital pharmacy program, or changes in PEM Hospital pharmacy needs and demands.

Other reports may be requested on an as-needed basis.

## 2.6 Project Management Control Procedures

The Department Representative can, at any time, review the Contractor's weekly pharmacy schedule/log book, submitted invoices, drug supply requests and site assessments to assess the Contractor's work.

## 3.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

### 3.1 Location of Work, Work site and Delivery Point

Health Canada will provide the contractor with sufficient on-site space within the PEM facility to operate a pharmacy for purposes of providing the hospital with pharmaceutical services.

Due to existing workload and deadlines, all personnel assigned to this contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

The work shall take place at Percy E Moore Hospital, Hodgson Manitoba.

The Pharmacist will have access to a phone, fax and frame relay internet (similar to DSL).

### 3.2 Communication with Project Authority

Contractor communication with the Department Representative (or designate) while under the contract is essential. The Contractor is required to provide same day communication with the Department Representative regarding but not limited to, contractual fulfillment impediments such as inability to travel, clinic interruptions due to weather, facility closures, etc.

### 3.3 Language of Work

The language of work associated with this contract shall be English.

### 3.4 Special Requirements

The Pharmacist must be licensed to dispense pharmaceuticals in the province of Manitoba and be a member in good standing of the Manitoba Pharmaceutical Association and maintain their license and standing within the professional association throughout the life of this contract.

Licensing: The Contractor/Pharmacist must be registered and licensed to practice Pharmacy in the Province of Manitoba for the duration of the Contract. The Contractor must provide a copy of their current license to HC upon request and must provide a copy to PWGSC prior to award.

Safety Regulations and Labour Codes: The Contractor must adhere to all safety rules, regulations and Labour Codes in force in all jurisdictions where the Work is to be performed.

WHMIS Regulations: The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with the Act and regulation(s) accompanied by the Material Safety Data Sheet(s) completed in either English or French.

### Dangerous Goods

It is the responsibility of the Contractor to ensure proper labeling and packaging for the supply and shipping by the Contractor of dangerous goods and hazardous products.

The Contractor must adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, bylaws and acts of Parliament.

### 3.5 Security Requirements

The Contractor and all proposed resources will not remove any Patient Records from the pharmacy or PEM Hospital. Patient Records are the property of the Federal Government of Canada.

### 3.6 Travel and Living

Any travel and living expenses incurred are the sole responsibility and expense of the contractor and/or his/her sub-contractors.

### 3.7 Pharmacy Supplies

The Contractor is responsible for working in conjunction with hospital staff and hospital ordering/payment processes in ordering supplies and maintaining the pharmacy supply inventory (drugs only) in PEM Hospital. The pharmacist will forward order forms to the purchasing/ store clerks at PEM Hospital, these store clerks will then purchase the drugs.

## Annex B Basis of Payment

Rates quoted must remain firm for the period and must be all inclusive of all travel expenses, materials, labour, administrative and overhead costs.

### As and when requested services - Contract Period October 1, 2012- September 30, 2013

Item	Description	Est Qty	Unit of Issue	Unit Price	Extended Price
1	Principle Pharmacist- Cost of emergency calls shall be included in the hourly rate.	180	hours		
2	Pharmacy technician	360	hours		
3	Other professional administration	60	hours		
<b>Subtotal #1</b>					

### As and when requested services- Option yr one October 1, 2013 to September 30, 2014

Item	Description	Est Qty	Unit of Issue	Unit Price	Extended Price
1	Principle Pharmacist- Cost of emergency calls shall be included in the hourly rate.	180	hours		
2	Pharmacy technician	360	hours		
3	Other professional administration	60	hours		
<b>Subtotal #2</b>					

**As and when requested services - Option year two October 1, 2014 to September 30, 2015**

Item	Description	Est Qty	Unit of Issue	Unit Price	Extended Price
1	Principle Pharmacist- Cost of emergency calls shall be included in the hourly rate.	180	hours		
2	Pharmacy technician	360	hours		
3	Other professional administration*	60	hours		
<b>Subtotal #3</b>					

**As and when requested services - Option year three October 1, 2015 to September 30, 2016**

Item	Description	Est Qty	Unit of Issue	Unit Price	Extended Price
1	Principle Pharmacist- Cost of emergency calls shall be included in the hourly rate.	180	hours		
2	Pharmacy technician	360	hours		
3	Other professional administration*	60	hours		
<b>Subtotal #4</b>					

\*Other Professional Administration position will include the following activities:

Hospital requests for drugs not on formulary (completing supporting documents), develop policy and procedures manual, review and maintain Pharmaceutical education material and supply reports, ensure hospital complies with relevant federal provincial acts, other services requested (non patient or drug specific) and attend meetings scheduled by project authority.

**Financial Evaluation**

Subtotal #1

Subtotal #2

Subtotal #3

Subtotal #4

Subtotals 1 + 2 + 3 + 4 =

**Evaluated Total**



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### **Annex C - Security Requirements Checklist**

Reference attached document titled Security Requirements Checklist

### **Annex E - Form PWGSC-TPSGC 572 Task Authorization Form**

<b>Task Authorization Approval Form</b>					
Task Authorization Order No.:			Date:		
Services For:			Supplier Information:		
<b>Contact Information</b>					
Contracting Officer:			Supplier Contact:		
Telephone:			Telephone:		
Project Officer:					
Telephone:					
Contract No.:		Delivery Date:		FOB:	
Terms: Please refer to the Contract for complete Terms and Conditions					
<b>1.0 Description of Tasks to be Performed</b>					
<b>2.0 Period of Services</b>					
Start Date:			End Date:		
<b>3.0 Location:</b>					
<b>4.0 Costs:</b>					
Item No.	Category of Personnel / Item Description	Unit of Issue	No. of Days/ Quantity	Per Diem Rate/ Unit Price	Extended Price

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	Subtotal	
	GST/HST	
	TOTAL	

**5.0 Authorities**

Authorization: This form must contain the signature of both the Contractor and the appropriate Project Authority in order for this Task Authorization to be valid. The services detailed under this Task Authorization **must** be identified on the supporting Contract. Services are not to be provided prior to the completion and signature of this form. Contact the Contracting Officer for more information.

**Supplier:**

\_\_\_\_\_

Signature Date

**Project Authority:**

☐ I approve this Task Authorization

☐ I do not approve this Task Authorization for the following reason(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pursuant to subsection 32 (1) of the Financial Administration Act, funds are available.

\_\_\_\_\_

Signature Date

### Annex F - Task Authorization Usage From

The Contractor must submit quarterly usage reports tracking all TAs made for the services supplied under Contract. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing such usage reports. This is to ensure that the Limitation of Expenditure indicated at Sub-article 6.2 of this Contract, is not exceeded.

Each Task Authorization Usage Report must include all completed TAs for services provided under this Contract.

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 June	01 March	31 May
15 September	01 June	31 August
15 December	01 September	30 November
15 March	01 December	28 February

The Contractor must provide information on completed TAs using the following format:

TASK AUTHORIZATION NO.	DOLLAR VALUE (HST INCLUDED)	CUMULATIVE DOLLAR VALUE (HST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period &lt;insert period&gt;:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

☐ Check this box if you are submitting a NIL **REPORT**

Please send all reports to the attention of the Contracting Officer:

Name: LaVona Parker

E-mail: lavona.parker@pwgsc-tpsgc.gc.ca

Fax: (204) 983-7796

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## **Annex G**

### **Insurance Requirements**

#### **1. Commercial General Liability Insurance**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

*Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.*

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Medical Malpractice Liability Insurance**

The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.

Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## Annex H - Mandatory and Point Rated Technical Criteria

	Mandatory Criteria	Met	Not Met	Reference pg #
1	Provision of evidence that the bidder is licensed in the province of Manitoba to carry out the work required			
2	The Bidder must provide a "letter of standing" from the Manitoba Pharmaceutical Association for all the pharmacists associated with or who work in the proposed service facility.			
3	The bidder must provide, for all pharmacists associated with or who will work in the proposed service facility, a "letter of standing" from the Pharmaceutical Regulatory Authorities for all provinces or territories in which the pharmacist(s) has worked in Canada.			

### Point Rated Criteria

The proposals will be evaluated on the basis of the following criteria, therefore, bidders are advised to address each area in sufficient depth to show clearly how effectively the work could be done. Proposals which do not give sufficient information will be considered to be non-responsive. All bidders are requested to submit the following information in support of meeting the evaluation criteria. It is recommended that your proposal be submitted following the format below. Your technical proposal should include, but not necessarily be limited to, the following points:

Point Rated Criteria		Maximum Points
A	Years of experience the bidder has in pharmaceutical service provision to hospitals <ul style="list-style-type: none"> <li>• 10 or more years - 20 points</li> <li>• 6-9 years - 15 points</li> <li>• 3-5 years 10 points</li> <li>• 0-2 years - 5 points</li> </ul>	20
B	Provide detailed information regarding the proposed model of service provision and their value added services as it relates to the activities or resources of the Bidder <ul style="list-style-type: none"> <li>• Description of resources (people, facility, etc) - 5 points</li> <li>• Model - 30 points               <ul style="list-style-type: none"> <li>Including but not limited to;                   <ul style="list-style-type: none"> <li>- Service and product management</li> </ul> </li> </ul> </li> </ul>	35

	-Value added services - Communication consultation	
C	<p>Provide a transition work plan that provides, in detail (with dating), the components of their proposal that will be followed to address the smooth transition of service from the present situation to the proposed new service.</p> <ul style="list-style-type: none"> <li>Detailed transition plan Information should include, but not be limited to:               <ul style="list-style-type: none"> <li>- process/plan</li> <li>- sample documentation</li> <li>-procedure manuals for service delivery</li> </ul> </li> </ul>	30
D	<p>Provide a back up/contingency plan to address hospital closures, disaster and pandemic planning. The plan must include, but is not limited to:</p> <ul style="list-style-type: none"> <li>- List of potential risks</li> <li>- Communication plans, prior to, during and post any problems</li> </ul>	10
E	<p>Provide a refill notification and refill management system that ensures hospital pharmacy stock.</p>	10
F	<p>Provide details on the communication procedure that will be used to provide a pharmacist on call after normal working hours and during the weekend to provide emergency services. (cellular phone, paging system, etc.)</p> <ul style="list-style-type: none"> <li>Description and applicability of communication procedure- 10 points</li> <li>Contingency plans - 5 points</li> <li>Information and services available - 5 points</li> </ul>	20
G	<p>Outline the education programs included in their services which may be offered to hospital, professionals, staff and individuals.</p> <p>Points will be given for an awareness of the issues being addressed, and for the resources made available to help all aspects of service delivery</p>	10





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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Health Canada	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Pharmacy Services for In Patients at Percy E Moore Hospital in Hodgson, MB.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity.

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes  
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui





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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRIS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL			COMSEC TRIS SECRET	A	B	C	CONFIDENTIAL	
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Data / Données électroniques																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).