

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

Title - Sujet Nursing Services	
Solicitation No. - N° de l'invitation H3551-112960/A	Date 2012-07-19
Client Reference No. - N° de référence du client H3551-112960	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-208-8124	
File No. - N° de dossier WPG-2-35087 (208)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-23	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hamp, Jordanna	Buyer Id - Id de l'acheteur wpg208
Telephone No. - N° de téléphone (204) 983-4460 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: HEALTH CANADA "SEE HEREIN"	

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

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

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H3551-112960/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg208

Client Ref. No. - N° de réf. du client

H3551-112960

File No. - N° du dossier

WPG-2-35087

CCC No./N° CCC - FMS No/ N° VME

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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, if applicable, 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 Invoice Template, the Time Sheet, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form, the Point Rated Evaluation Criteria, the Nurse Experience Form and the Consent to a Criminal Record Verification.

2. Summary

Health Canada, First Nations and Inuit Health Branch (FNIHB) requires relief nursing services on reserves in northern Manitoba on an "as and when requested basis". The nurses will replace Health Canada employed nurses who are either on vacation, are sick or where Health Canada is temporarily unable to fill a position with an employed nurse. The period of the Contract is for a one (1) year period from date of Contract award (estimated for 01 October 2012).

It is expected that Public Works and Government Services Canada (PWGSC) will award up to three (3) Contracts as a result of this Request for Proposal. The overall estimated value of work to be distributed amongst successful bidders is eighteen (18) million dollars.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security 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."

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

The requirement is limited to 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-07-16) 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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 "proprietary" 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. Bidders' Conference

A bidders' conference will be held at **Health Canada, 391 York Avenue, Winnipeg, Manitoba, on Wednesday, 01 August 2012**. The conference will begin at **10:00am in Boardroom B**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative. Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least three (3) working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

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 (three hard copies)
Section II: Financial Bid (one hard copy)
Section III: Certifications (one 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 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 and describe their approach 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

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

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

1. The Bidder must describe in their proposal the approach and method by which they will manage performance and quality assurance.
2. The Bidder must detail in their proposal their Orientation and Continuing Education Program they propose to offer to all nurses in advance of coming into a community. The Bidder must provide a complete orientation curriculum along with identification of the time allocated to each content area as well as a description of how the content will be delivered.
3. The Bidder must provide a minimum of twenty (20) designated nurses to perform the Work throughout any resulting contract. Each designated nurse must have, and the Bidder must provide copies in their proposal of the following for each nurse proposed:
 - i. an active College of Registered Nurses of Manitoba (CRNM) registration with no restrictions.
 - ii. a current Basic Life Support (BLS) certification or current cardiopulmonary resuscitation (CPR) certification.
4. The Bidder must demonstrate in their proposal the experience of their firm.

1.1.2 Point Rated Technical Criteria

See Annex H, Point Rated Technical Evaluation Criteria.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price

2. Basis of Selection

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points specified for criteria B. Orientation Program; and
 - d. obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points; and
 - e. the assessed price of a bid does not exceed the Average Price of all technically responsive bids by more than 25%
2. Bids not meeting (a), (b), (c), (d) and (e) will be declared non-responsive.
 3. All responsive bids will be ranked, lowest to highest based on their total evaluated price. The Bidders with the top three (3) lowest evaluated price may be awarded a Contract. The Estimated Overall Value of this requirement will be allocated among the top three ranked Bidders as follows:

1st (lowest total evaluated price) = 70%
 2nd = 20%
 3rd = 10%

If there are fewer than three compliant bidders, the Estimated Overall Value of this requirement will be allocated as follows:

1st (lowest total evaluated price) = 80%
 2nd = 20%

OR

One compliant bidder = 100%.

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 - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), refer to Annex J, for each individual named in the list.

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.

2.1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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

- a. () 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;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () 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), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC).

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

2.1.2 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.

2.1.3 Canadian Content Certification

1. SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.
2. This procurement is limited to Canadian services.

The Bidder certifies that:

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

2.1.4 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. Failure to comply with the request may result in the bid being declared non-responsive.

2.1.5 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

2.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Bidder:

i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;

ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

() The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

() The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

() The Aboriginal business has fewer than six full-time employees.

OR

() The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date"

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 "Security 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.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

If the information is not provided in the bid, 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.

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

1.1.1 Task Authorization Process

1. Health Canada's Nurse Managers or designate will provide the Contractor with a description of their nursing needs required using the Task Authorization form specified in Annex G.
2. The Task Authorization will contain the number, duration and locations of nursing placements required. The Contractor must provide the Nurse Manager or designate the names for each of the proposed resources available for each placement within:
 - 5 working days if the Task Authorization was received over a month prior to the start date
 - 3 working days if the Task Authorization was received less than a month but more than two weeks prior to the start date
 - ½ hour if the Task Authorization is received less than two weeks prior to the start date.
3. It is anticipated Task Authorizations will be issued on a monthly basis, one month in advance. During peak times Health Canada requires nursing relief services (i.e. Christmas and summer relief), Task Authorizations may be sent out two months in advance. Task Authorizations may also be required for ad hoc nursing requirements that may need to be filled within short notice (ex. requiring travel between 24-48 hours notice). Task Authorizations may be issued to one or more of the ranked Task Authorization Contract holders at the same time.
4. The Contractor must provide to the Nurse Manager or designate the confirmed travel arrangements of each nurse within:
 - two weeks prior to the commencement of the placement if the Task Authorization was received over a month prior to the start date;
 - 4 hours if the Task Authorization was received less than a month but more than 48 hours prior to the start date; or
 - 1 hour if travel is required within 24-48 hours for urgent ad hoc nursing requirements.
5. The Contractor must not commence work until a Task Authorization authorized by the Nurse Manager or designate has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.
6. The Contractor must perform the Work pursuant to a Task Authorization unless the Contractor has informed both the Nurse Manager and the Contracting Authority, in writing, that it is unable to perform the task as a result of previous commitments under a Task Authorization. If the Contractor cannot perform a requested task for the reason detailed above, the request to perform a task will then be made to other contractors. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means.

1.1.2 Task Authorization Limit

The Nurse Managers may authorize individual task authorizations up to a limit of **\$400,000.00** 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 Contracting Authority before issuance.

1.1.3 Task Authorization - Order of Ranking

TO BE DETERMINED contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number: H3551-112960/A. The contractors' order of ranking is as follows:

Ranked first: **TO BE DETERMINED**

Ranked second: **TO BE DETERMINED**

Ranked third: **TO BE DETERMINED**

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.

1.1.5 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 **\$TO BE DETERMINED**. 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.

1.1.6 Task Authorization Revision and Cancellation

1. A Task Authorization may only be revised by the Nurse Manager or designate or Contracting Authority, as applicable, and in writing.

2. The Nurse Manager or the Contracting Authority, as applicable, may cancel a Task Authorization, If such cancellation is prior to departure of a Contract Nurse for the location of the task, Canada will reimburse the Contractor for travel or administrative costs incurred to the point of cancellation only if the Contractor can substantiate such costs with proper documentation.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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.

2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information apply to and form part of the Contract.

3. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3. Processing of PROTECTED materiel electronically at the Contractor's site is NOT permitted under this Contract.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

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

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is a one (1) year period from date of Contract award.

5. Authorities

5.1 Contracting Authority

Solicitation No. - N° de l'invitation

H3551-112960/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-2-35087

Buyer ID - Id de l'acheteur

wpg208

Client Ref. No. - N° de réf. du client

H3551-112960

CCC No./N° CCC - FMS No/ N° VME

The Contracting Authority for the Contract is:

Jordanna Hamp
Supply Specialist
Public Works and Government Services Canada
Western Region
Acquisitions Branch
100-167 Lombard Ave
Winnipeg, MB, R3C 2Z1

Telephone: 204-983-4460
Facsimile: 204-983-7796
E-mail address: jordanna.hamp@pwgsc-tpsgc.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:

TO BE ANNOUNCED

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: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment, in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of Task Authorizations in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered under the Task Authorization has been accepted by Canada.

6.3 SACC Manual Clauses

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

C0711C (2008-05-12), Time Verification

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, the Task Authorization, the Basis of Payment at Annex B and the Invoice Template at Annex C. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets in accordance with Annex D, Time Sheet, to support the time claimed signed by the onsite supervisor or designate;
 - b. a copy of the receipts for all travel expenses;
 - c. authorized Task Authorization form
2. Any invoice containing an error(s) will be returned to the Contractor for correction resulting in a delay of payment.
3. 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

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.

8.1 SACC Manual Clauses

A3000C (2011-05-16), Aboriginal Business Certification

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 supplemental general conditions 4008 (2008-12-12) Personal Information;
- (c) the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work including Appendix A1 Competencies for Community Health Nurses in Nursing Stations/Health Centres with Treatment;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Invoice Template;
- (g) Annex D, Time Sheet
- (h) Annex E, Security Requirements Check List;
- (i) Annex F, Insurance Requirements;
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the Contractor's bid dated **TO BE DETERMINED**

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. 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.

12. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

ANNEX A STATEMENT OF WORK

BACKGROUND INFORMATION

Health Canada (HC) is having difficulty recruiting and retaining nurses in the nursing stations and two federal hospitals located in Northern Manitoba on reserves. Without adequate service, the nursing stations and hospitals may have to close for periods of time which could result in liability to Canada. As a result, the use of contract relief nursing is urgently required. This Statement of Work applies to primary health care and hospital nursing service requirements.

SCOPE

The services provided by the Contractor through its "Contract Nurses" will encompass the care of patients and the provision of assistance to medical doctors in the treatment of illness, the conduct of programs designed to promote health, and the provision of advice. The Contract Nurses responsibilities may include direct patient care, consultation, administration or research, dependent upon the demands of individual task authorization.

The Contract Nurses will provide health guidance and nursing care to individuals, families and groups in the home and community; their work is directed toward the prevention of disease and the promotion and maintenance of health. Contract Nurses may also be involved in the delivery of primary care and emergency services of a medical, obstetrical or trauma related nature.

The Contractor must have the capacity to provide at least twenty (20) Contract nurses at all times during the period of the Contract. The Contractor must provide the services of the Contract Nurses identified in their proposal throughout the duration of the Contract. Replacement and the addition of Contract Nurses, whether subcontractors or employees, must be done in accordance with General Conditions 2035, at paragraphs 06 and 08 respectively.

The Contractor must provide First Nations and Inuit Health Branch (FNIHB) with a twenty-four hour emergency phone number.

CERTIFICATION REQUIREMENTS / COMPETENCIES

All Contract Nurses must be on the practicing roster with the College of Registered Nurses of Manitoba (CRNM), with no restrictions. All Contract Nurses must perform nursing duties in accordance with the CRNM Standards of Practice as well as work within the FNIHB competencies for community health nurses and their individual level of competency (See Annex A). All Contract Nurses must possess and maintain current Basic Cardiac Life Support certification and hold a satisfactory PWGSC security clearance screening.

The Contract Nurses are requested to have the following five (5) certifications.

1. International Trauma Life Support (ITLS) / Trauma Nursing Core Course (TNCC)
2. Pediatric Advanced Life support (PALS) / Emergency Nursing Pediatric Core Course (ENPCC)
3. Advanced Cardiac Life Support (ACLS)
4. Immunization competencies
5. Neonatal Advanced Life Support (NALS) / Neonatal Resuscitation Program (NRP)

LOCATION OF WORK

Nursing services will be required in the following Manitoba locations:

Berens River, Bloodvein, Brochet, Cross Lake, Garden Hill, God's Lake Narrows, God's River, Lac Brochet, Little Grand Rapids, Nelson House, Oxford House, Pauingassi, Poplar River, Pukatawagan, Red

Sucker Lake, Shamattawa, South Indian Lake, Split Lake, St. Theresa Point, Tadoule Lake, Wasagamack, York Landing, Norway House Indian Hospital and Percy E. Moore.

While the location of the requirement will be identified at the time of the initial task request, the Nurse Manager reserves the right to change the location of the delivery of services at any point in the Task Authorization period due to operational requirements. In such circumstances, the Nurse Manager will endeavor to provide the Contractor with as much notice of the change of location as possible. Should the Contract Nurse refuse to change location, the Contract Nurse will be sent back to their starting destination and the Contractor will be responsible to pay for all return travel costs. The Contractor will also be billed for all HC costs associated with procuring replacement personnel. These costs may include and are not limited to travel costs and any difference in hourly rates for the replacement nurse.

SELECTION OF HOURS

Contract Nursing services are required 24 hours per day, seven (7) days per week. The nursing station hours of work are between 0600 and 1800 hrs Monday to Sunday, and regularly scheduled shifts are 8 hours in duration. The Contract Nurses must work 7.5 hours per day and may be required to participate in stand-by for up to 16 hours per day during the week, and up to 24 hours per day during weekends and statutory holidays. Contract Nurses must respond to calls during their period of stand-by. In all nursing stations/ health centers with treatment, there are two (2) nurses on stand-by. In communities where road medevacs are required, three (3) nurses may be required for stand-by responsibility. **Preference in selection of hours and division of standby responsibilities will be given to FNIHB nurses and NOT to the Contract Nurses.** Contract Nurses required in hospitals must work 12 hour shifts although hours may be variable if associated with ambulance travel.

OVERTIME WORK

Overtime is defined as any work required to be performed in excess of the normal daily hours. The services for the actual number of hours of work performed are payable at 1.5 times the regular hourly rate for the year in which the services are provided.

CONTRACTOR'S RESPONSIBILITIES

The Contractor is responsible for all Contract Nurses' travel related expenses including accommodations while travelling to northern communities, security and administrative costs associated with the following:

- a) fulfilling the nursing services required under each Task Authorization;
- b) changing the duration of a Contract Nurse's placement during the Task Authorization period (this includes any change in duration of a placement that occurs prior to the nurse travelling to the nursing station and any change occurring while the nurse is on site during the period of the Task Authorization); and
- c) where the Contractor is unable to find replacement personnel during a Task Authorization.

The Contractor will be responsible for additional costs incurred by HC during a Task Authorization, including those for support staff re-scheduling and accounting, for nurse manager and other HC staff orientation of replacement Contract Nurses, for HC coordination and provision of transport to and from the airport for Contract Nurses, for additional housekeeping services for Contract Nurse accommodation, and for utilization of HC nurses to perform the Task Authorization Work. Instances where such additional costs might be incurred include:

- a) the Contractor replacing a Contract Nurse during a Task Authorization for any reason;
- b) the Contractor's inability to provide a Contract Nurse replacement within the required 24 hours or not at all;
- c) where Contract Nurses damage Government Property during the period of the Task Authorization.

Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any costs or damages owing and unpaid under this section.

ORIENTATION AND CONTINUING EDUCATION PROGRAM

In advance of the Contract Nurse arriving in the community, the Contractor must provide the Contract Nurse with an Orientation and Continuing Education Program to prepare the Contract Nurse for the environment and the scope of practice in which the work will be done. This Orientation and Continuing Education Program must incorporate information to ensure that the Contract Nurse is competent to deliver Primary Health Care services as required in the nursing stations under this Contract. The Contractor will be responsible for the development and delivery of the Contract Nurse orientation, including any related costs (e.g. travel, salary, etc.). The Contractor must ensure the orientation is kept up to date as new technologies and practices are implemented (ex. electronic health records).

The Contractor will be responsible for all costs associated with ensuring competence of their nurses prior to the acceptance of a Task Authorization for said nurse and for on-going competence training during the Task Authorization.

Additional tasks to be completed by all Contract Nurses at each work site include:

- Reviewing the required competencies in advance of arriving on site for any and all Task Authorizations; and
- Initialing that they have read the policy of Controlled Drugs and Substances upon arrival each time in to a community; and
- Utilizing the FNIHB form to record all patient contacts. This form must be submitted to the Nurse in Charge at the end of each day.

COMMUNICATION OF INDIVIDUAL CONTRACT NURSE PLACEMENT RESTRICTIONS

The Contractor must liaise with the Nurse Manager and the Contracting Authority in advance of any Task Authorizations being issued, to advise of any communities in which the proposed Contract Nurse is unable to provide services due to Band Council Resolutions, or due to community requests.

HC reserves the right to refuse a proposed Contract Nurse prior to authorization of a Task Authorization based on any previous documented record of poor service including that under this Contract, under any previous PWGSC procurement instruments or under previous employment with HC.

REPLACEMENT OF CONTRACT NURSE ASSIGNED UNDER A TASK AUTHORIZATION

Should any Contract Nurses be unable to provide services that have been committed to under a Task Authorization or continue to provide services during the duration of a Task Authorization, the Contractor will be responsible for providing competent replacement personnel, satisfactory to HC, within a 24 hour period, at no additional cost to HC, and in accordance with the Articles of Agreement and the General Conditions.

CONTRACT NURSE PERFORMANCE AND CONDUCT OF WORK

The Contracting Authority will advise the Contractor of any professional practice or conduct issues identified with the Contract Nurses delivering services. It is the responsibility of the Contractor to immediately respond to and address the concerns.

Concerns may be identified at a number of junctures, and as such the process to resolve issues is situation dependent. In the event that concerns are identified while the Contract Nurse is onsite, it will be expected that the Nurse Manager or designate will be able to address the concerns directly with the Contract Nurse with notification from the Contracting Authority to the Contractor following the event. Concerns which are identified following the departure of the Contract Nurse (ex. chart audit, practice

issue, conduct issue, etc.) from the community will be addressed directly to the Contractor by the Contracting Authority.

Should the severity of the issue require the removal of the Contract Nurse, the Contracting Authority will immediately notify the Contractor. The Contractor's replacement responsibilities will apply in such situations. The removed Contract Nurse will not be accepted under any future Task Authorizations until the issue is corrected to the satisfaction of HC.

HC will complete and provide to the Contracting Authority an Agency Placement Assessment form containing details regarding the practice or conduct issue and indicate what competencies or CRNM Standards of Practice were not met. The Contracting Authority will provide this information to the Contractor in a Letter to the Agency. In order for the Contract Nurse to be accepted under future Task Authorizations, the Contractor must demonstrate in a written communication to HC's Nursing Educator and the Contracting Authority that sufficient corrective and/or remedial actions have taken place. A Letter of Decision will be provided by HC to the Contractor on whether the actions were deemed sufficient and the nurse can be used under future Task Authorizations.

HC reserves the right to not accept the Contract Nurse for future placements should the corrective actions be deemed insufficient.

In the event of an investigation of nursing practice or conduct is required, all Contract Nurses involved in, or having knowledge related to the concern(s) or incident(s) being investigated are required to participate in the investigative process including but not limited to, speaking with FNIHB investigators and submitting written statements.

USE OF GOVERNMENT PROPERTY

Government Property must be used by the Contract Nurse solely for the purpose of the Task Authorization and will remain the property of Canada. The Contract Nurse must take reasonable and proper care of all Government Property while the same is in, on, or about the premises of HC or otherwise in its possession or subject to its control. The Contractor will be responsible for any loss or damage resulting from the failure of the Contract Nurse to do so except for ordinary wear and tear.

Smoking is not permitted in nursing stations or residences supplied under the Contract.

Pets are not permitted in nursing stations or residences supplied under the Contract.

The Contract Nurse must keep living quarters clean and orderly, both inside and outside the building. It is the Contract Nurse's responsibility to notify HC of any existing damage to their accommodations and/or any missing assets upon arrival and to report any damage incurred throughout their stay.

Calling Cards

The Contractor must ensure that the Contract Nurses have a calling card(s) in order to make their private telephone calls and access to the Internet, if required. Where personal calls by Contract Nurses have been charged to HC at the work location, these costs must be reimbursed by the Contractor. In addition, if the Contract Nurse makes any changes to the satellite television programming while on-site, the Contractor must reimburse Canada for any costs, including the cost of canceling any new services chosen by the Contract Nurse.

APPENDIX A1 COMPETENCIES FOR COMMUNITY HEALTH NURSES IN NURSING STATIONS/HEALTH CENTRES WITH TREATMENT

INTRODUCTION

The Competencies for Community Health Nurses in Treatment Facilities appendix has been created to identify the knowledge, skill, judgment and attitude areas that are required to deliver services to clients presenting to FNIHB facilities, or receiving services within the community although outside of the nursing station. This document outlines the required competencies for nurses to FNIHB services standards. This document shall be followed by the Contractor's Nurses providing nursing services in an FNIHB Nursing Station Facility in the Province of Manitoba.

This appendix establishes the basic parameters for nursing practice to be followed by the Nurses employed by the Contractor (Contract Nurses). It is understood that the range of health care services may vary from one community to the other and that upon the direction of the Nurse in Charge, services may be delivered in locations outside of the facility including but not limited to client homes, schools or community centres.

Nurses employed by the Contractor are personally and professionally responsible for familiarizing themselves with the competencies as established in this document.

Limitations to the practice within competency areas may be established by specific FNIHB Regional Policies, guidelines and directives.

It is the personal and legal responsibility of the Contract Nurses to refuse to perform any functions for which they do not feel competent.

COMPETENCIES

The Client

1. Refers to individuals across the entire lifespan, families, groups, populations, or communities.
2. Clients are active participants in their health and health care.
3. Clients may have understandings and attribute meanings to their health and health care that differs from those of health care providers.

Scope of Practice for Community Health Nurses working in First Nations and Inuit Communities

4. The scope of practice for Community Health Nurses includes community health and/or treatment services using a holistic approach.
5. In the expanded role, nurses possess roles and responsibilities unique to primary health care providers working in First Nations/Inuit communities.
6. In the expanded role, nurses use the primary health care model (WHO), the nursing process and transcultural nursing concepts to provide services to the client.
7. In the expanded role, nurses establish consultative and collaborative relationships with clients, other health team members, and intersectoral partners.
8. In the expanded role, nurses employ the principles of community and family assessment, utilizing a model that includes the determinants of health.
9. Community health nursing practice includes health promotion (health education and community development strategies), illness/injury prevention and restoration of health.
10. In the expanded role, nurses possess core competencies that are consistent, but the range of health services may vary between communities, and may be influenced by the practice setting, client needs, FNIH requirements, and changes in health care.
11. Treatment services provided by expanded role nurses include systematic health assessment and recognizing and managing common and emergency health conditions across the lifespan.

12. In the expanded role, nurses adhere to the standards of practice established by the College of Registered Nurses of Manitoba and are guided by and accountable to the Canadian Nurses Association Code of Ethics.

13. Nurses are legally and morally accountable for providing competent and ethical nursing care and are professionally responsible for refusing to perform any functions for which they are not competent. When they do not feel competent to perform a function, steps must be taken by expanded role nurse to inform the employer and together take the necessary steps to address the identified weakness.

14. In the expanded role, nurses recognize that performing nursing practices that are not included in the FNIH policies, guidelines and directives may entitle the employer to refuse liability for their actions.

The Environment

15. In the expanded role, the nurse works with an interdisciplinary team in a transcultural environment.

16. In the expanded role, the nurse in First Nations/Inuit communities practices in Community Health Centres, Nursing Stations, and Health Centres with Treatment facilities.

17. The practice environment may be influenced by geographical, socioeconomic and political conditions.

The competencies for practice in the FNIH Community Health Nurse Role are grouped in three areas:

1. Health Assessment
2. Interventions
3. Health Promotion and Illness/Injury Prevention

Skills statements for each follow:

A. HEALTH ASSESSMENT
Skill Statement
1. Perform health assessments, including relevant health history and physical examinations across the lifespan.
2. Adapt assessment techniques according to clients' condition and stage of development.
3. Recognize the deviations/ variations from normal findings.
4. Analyse the findings from health assessments.
5. Synthesize data from multiple sources to establish a differential and working diagnosis.
6. Identify common health problems/conditions affecting clients across the lifespan.
7. Communicate verbally and in writing, concise and precise history and physical assessment findings on clients across the lifespan.
8. Consult with other health care providers regarding assessments in an appropriate and timely manner.
9. Identify common urgent/ emergent problems/ conditions.
10. Determine the need for appropriate diagnostic tests.

11. Discuss health assessment findings with clients.
12. Recognize a psycho-social emergency and its broader impact.
13. Recognize the potential impact of community disasters.
14. Perform screening assessments across the life span.
15. Identify communicable diseases.
B: INTERVENTIONS
Skill Statement
1. Initiate care of common/urgent/emergent problems/conditions affecting clients across the lifespan, utilizing FNIHB Clinical Practical Guidelines for Nurses in Primary Care.
2. Manage care of common/urgent/emergent problems/conditions affecting clients across the lifespan, utilizing FNIHB Clinical Practical Guidelines for Nurses in Primary Care.
3. Evaluate care of common/urgent/emergent problems/conditions affecting clients across the lifespan, utilizing FNIHB Clinical Practical Guidelines for Nurses in Primary Care.
4. Initiate over the counter and prescription drugs and therapeutics based on assessment data and within drug classification parameters set out by the Manitoba Region.
5. Apply knowledge of pharmacology when prescribing drugs in accordance with Regional Nurses Drug Classification System.
6. Dispense drugs in accordance with the Regional Nurses Drug Classification System.
7. Provide health teaching to clients and their care givers.
8. Assist and support clients in designing therapeutic regimes.
9. Assist and support clients in following recommended therapeutic regimes.
10. Assist and support clients in evaluating the effectiveness of recommended therapeutic regimes.
11. Consult with other health care providers regarding interventions in an appropriate and timely manner.
12. Take steps to ensure that equipment is available and operational when needed.
13. Operate specific emergency equipment.
14. Initiate intravenous fluid therapy according to the needs of the client.

15. Apply principles of wound management including suturing.

16. Manage psycho-social emergencies using knowledge of crisis intervention using knowledge of crisis intervention.

17. Implement general principles of medical evacuation.

18. Manage medical evacuations.

19. Meet legal requirements for documentation of prescriptive therapy.

20. Communicate verbally and in writing, clinical interventions on clients across the lifespan.

21. Utilize safety precautions (e.g., client, equipment, and self).

22. Perform venipuncture.

23. Perform specimen collection appropriate to treatment settings.

24. Interpret diagnostic laboratory results and respond appropriately.

25. Apply the knowledge and principles of radiology in order to safely perform x-rays of chest/limbs.

26. Provide basic interpretation of chest and limb films and respond appropriately.

27. Apply knowledge in order to accurately perform ECG's.

28. Provide basic interpretation of ECG's and respond appropriately.

C. HEALTH PROMOTION AND ILLNESS/INJURY PREVENTION:

Skill Statement

1. Apply principles of teaching and learning in the implementation of community based education (e.g., individuals, groups, and aggregates).

2. Encourage clients to be actively involved in health promotion/ prevention activities.

3. Identify client health promotion/prevention needs.

4. Implement health promotion/ prevention programs (e.g., school health, prenatal care, men/women health, and injury prevention).

5. Implement communicable disease programs.

6. Provide community-based education regarding communicable disease control.
--

7. Manage an immunization program.

In First Nations communities, nurses will be involved with many program areas, and will be responsible for the relevant activities and appropriate use of Nurses. The program areas include:

- i. Communicable disease control
- ii. Maternal/child health
- iii. Reproductive health
- iv. Preschool health
- v. School health
- vi. Adult health, including family health
- vii. Chronic health problems
- viii. Geriatric health
- ix. Family violence, physical/sexual assault and other crisis intervention
- x. Substance abuse
- xi. Mental health, including suicide prevention, crisis intervention, bereavement counseling, stress management
- xii. Injury prevention
- xiii. Preventative dental health
- xiv. Nutrition, including weight control
- xv. Healthy lifestyles
- xvi. Environmental health - initial contract, referral/liaison
- xvii. Participation in disaster planning/management, initial contract, referral/liaison

ANNEX B BASIS OF PAYMENT

INSTRUCTIONS

It is **MANDATORY** that bidders submit firm all inclusive prices for the period of the proposed contract in accordance with the following pricing schedule. This Annex, when completed, will be considered as the bidder's Financial Bid.

Should there be an error in the extended pricing in the bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bid will be changed to reflect the quantities stated in the RFP.

GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

PRICING SCHEDULE

All hourly rates are to be provided in Canadian dollars, FOB destination and must be inclusive of all payroll, overhead costs, profits, miscellaneous expenses, and applicable taxes required to complete the Work.

Item	Description	Unit of Issue	Estimated Quantity	Firm Unit Rate	Extended Rate
A)	Straight Time	hr	75,000	\$	\$
B)	Overtime	hr	25,000	\$	\$
FINANCIAL EVALUATION TOTAL (Sum Extended Rates A) and B))=					\$

C) Travel time from Winnipeg, Thompson or The Pas only to a community \$ ____ /hour and return. This rate must not exceed 70% of the proposed straight time rate.

Travel time will be calculated based on the flight times on the airline itinerary, plus 1.5 hours disembarking, plus .5 hours transport between the nursing station and airport. Any flight delays can be added as indicated on the Contract Nurses travel time-sheet at Annex D.

Straight Time

The Contract Nurse's normal working day and normal working week are as follows: 7.5 hours normal working day and 37.5 hours normal working week

"Working week" is Monday to Sunday.

Overtime (OT) / Standby

"Overtime" means work by a Contract Nurse in excess of the Contract Nurse's normal working day or working week.

OT will be paid for time worked over 7.5 hours per day and time worked over 37.5 hours per week. All calculations for OT are based on each completed period of 15 minutes.

For Statutory holidays, Standby and OT may be required as scheduled and will be paid as per OT rates.

"Overtime for travel" is when travel rates are to be applied for the full duration of travel from Winnipeg, The Pas or Thompson to the Task Authorization location and upon return from the TA location to the starting destination (Winnipeg, The Pas or Thompson). Travel which occurs outside of the regular work hours of 0830 and 1700 does not constitute overtime. Travel which occurs during regular work hours is to be paid at the applicable travel rate. Regular hourly rates will be applied upon arrival at the nursing station. To be eligible for overtime on a day of travel, the Contract Nurse must first complete 7.5 hours of work at the Task Authorization location.

"Scheduled overtime" is when a Contract Nurse is called back to work outside normal working hours with notice of a scheduled appointment is provided. Examples of scheduled overtime include, but are not limited to: completing dressing changes, intravenous treatments, inhalation therapies etc. Scheduled overtime is paid for actual time worked in 15 minute increments.

"Call back" is when a Contract Nurse is called back to work any time outside normal working hours. A minimum of three hours pay at the overtime rate is paid or if greater than three hours each hour worked.

"Stand By" is when a Contract Nurse is required to be available during off-duty hours. The Contract Nurse would be paid at a rate of one-half hour for each four hour period they are on standby.

The Contractor will receive, for every 4 hours of time a Contract Nurse is required to be on standby, ½ hour of the regular rate of pay. Standby is not paid when Contract Nurse is being paid for call back.

When a Contract Nurse is called back to work the Contractor will be compensated for a minimum of 3 hours. If the call back period exceeds 3 hours, the actual hours worked will be compensated.

Travel

Travel costs: Excess baggage charges will not be compensated.

All travel arrangements are subject to Nurse Manager or designate approval.

For drive-in locations mileage will be reimbursed at 20 cents/km.

Travel costs associated with out of province contract nurses traveling to and from their home province to and from Winnipeg, The Pas or Thompson will not be reimbursed. Travel costs for these contract nurses from Winnipeg, The Pas or Thompson to a Nursing Station return will be reimbursed.

For fly-in locations economy class airfare will be reimbursed at actual cost with no mark-up.

Nurses are required to fly into a community on the first flight in and to fly out of a community on the last flight out.

Delays / Cancellations

The following conditions apply to delays/cancellations due to adverse weather conditions or Task Authorization location circumstances (ex. natural disasters) which interrupt the Contract Nurse's travel to or from a Task Authorization location.

a. Travel delay to a community from home base:

- I. The Contractor must contact the Nurse Manager on call on the delayed travel day.

II. The Contractor may invoice Canada up to 100% of the Contractor's daily rate (7.5 hours X straight time firm unit rate) for the first day, and up to 50% of the Contractor's daily rate for second or subsequent days of delayed travel.

III. The Task Authorization for that week may be cancelled by the Nurse Manager or designate at any time after the first day if the Contract Nurse is in Winnipeg. If the Contract Nurse is being held in a connecting location, the Task Authorization remains in effect until the first opportunity the Contract Nurse gets to the community or Winnipeg.

b. Travel delay from a community to home base or to another community:

I. The Contractor must contact the Nurse Manager on call on the delayed travel day.

II. The Contractor may invoice Canada up to 100% of the Contractor's daily rate for the first day of delay travel, and up to 50% of the Contractor's daily rate for subsequent days of delayed travel. If nursing services are provided on the second or subsequent delayed days, the Nurse Manager may authorize invoicing at 100% of the delayed travel days.

c. Accommodations during inclement weather:

I. The Contractor must contact the Nurse Manager on call (or their designate) if the Contract Nurse is stuck in between a community and their home base due to inclement weather. Accommodations may be approved however are subject to Health Canada approval (i.e. an authorization email from the Nurse Manager). This email must accompany any resulting charges on an invoice.

II. There will be no other allowance for any other accommodation charges.

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**ANNEX C
INVOICE TEMPLATE**

AGENCY: _____

CONTRACT NURSE: LAST NAME _____ FIRST NAME _____

Employee: _____ OR Subcontractor: _____

Task Authorization placement period: _____

Location of Placement(s) : _____

Task Authorization # : _____

DESCRIPTION	HOURS / KMS	RATE	TOTAL
AIRFARE			
TRAVEL TIME (airport to community)			
MILEAGE (to community)			
CLINIC HOURS			
OVERTIME			
ON-CALL			
CALL-BACK			
MISC (prior approval required, documentation must accompany)			

The Contractor hereby certifies the above noted is correct: _____
Signature of person authorized to sign

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**ANNEX D
TIME SHEET**

Attached electronically. See pdf document.

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ANNEX E
SECURITY REQUIREMENTS CHECK LIST

Attached electronically. See pdf document.

ANNEX F INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

1. 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.
2. The Commercial General Liability policy must include the following:
 - (a) 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.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) 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.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) 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.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2.0 Medical Malpractice Liability Insurance

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1. 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.
2. 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.
3. 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.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX G
TASK AUTHORIZATION FORM

Attached electronically. See pdf document.

ANNEX H POINT RATED TECHNICAL EVALUATION CRITERIA

A. FIRM'S ABILITY

(out of 100 pts)

1. Performance and Quality Assurance

(50 points maximum)

The Bidder's proposed approach and methodology to managing performance and quality assurance should include the following attributes:

- a. Identification of how the Bidder will ensure that any issues raised by Health Canada FNIHB related to performance and quality assurance are resolved (maximum 10 points);
- b. Identification of how the Bidder will respond to logistics problems such as leaving early, no shows, travel delays and the risks associated with the work and how the Bidder will try to prevent and remedy them (maximum 10 points);
- c. Identification of how the Bidder will respond to clinical and professional issues such as incomplete assessments, outside of scope practice, interpersonal conflicts, breaches of confidentiality and how the Bidder will try to prevent and remedy them (maximum 10 points);
- d. Identification of how the Bidder will keep staff up-to-date with current nursing practice and relevant reference materials (maximum 5 points);
- e. Identification of the communication process to be used to inform staff of changes to nursing policies, procedures and practices raised by the Project Authority (maximum 5 points);
- f. Identification of how the correct handling and documentation of controlled substances by its resources will be ensured (maximum 5 points); and
- g. Identification of the recruitment and retention plan to meet the needs of Health Canada FNIHB (maximum 5 points).

10 point scale for above

10 points = Demonstrated complete and full understanding of the requirement; clear recognition of problems and sound, even, creative solutions.

7 points = Very good understanding overall; fair understanding of some minor areas; recognition of problems, some incomplete solutions.

5 points = Overall fair understanding; missing many points including some major areas; limited appreciation of problems and solutions;

2 point = Weak understanding, missing many major areas; weak understanding of problems.

0 points = No demonstrated understanding of the requirement.

5 point scale for above

5 points = Demonstrated complete and full understanding of the requirement; clear recognition of problems and sound, even, creative solutions.

4 points = Very good understanding overall; fair understanding of some minor areas; recognition of problems, some incomplete solutions.

2.5 points = Overall fair understanding; missing many points including some major areas; limited appreciation of problems and solutions;

1 point = Weak understanding, missing many major areas; weak understanding of problems.

0 points = No demonstrated understanding of the requirement.

2. Orientation Program

(50 points maximum)

Health Canada (HC) requires a reliable pool of nurses with competencies that extend beyond most nursing practice environments while remaining within the scope of practice of registered nurses in the province of Manitoba. Describe, in detail the subject areas that will be included in an orientation of Contract Nurses that will be working with FNIHB. A complete orientation curriculum is required at the time of bid submission. Identification of the time allocated to each content area as well as the how the content will be delivered must be provided.

Orientation is to include, at a minimum, the following content areas:

- a. culture (maximum 5 points);
- b. health assessment (maximum 5 points);
- c. legal implications (CPGs, formulary, scope, documentation) (maximum 5 points);
- d. FNIHB program areas (maximum 5 points);
- e. lines of communication between the Bidder and proposed nurses as well as between the Bidder and HC/PWGSC (maximum 5 points);
- f. health promotion (maximum 5 points);
- g. community development (maximum 5 points);
- h. technology & equipment inclusive of x-ray, emergency equipment such as defibrillators/IV pumps, and telehealth (maximum 5 points);
- i. adult learning principles (maximum 5 points);
- j. supervised clinical practicum and evaluation (maximum 5 points).

BIDDERS MUST OBTAIN A MINIMUM PASS MARK OF 70% (35 POINTS) IN THIS SECTION TO BE DEEMED RESPONSIVE. BIDDERS NOT OBTAINING THIS MARK WILL BE GIVEN NO FURTHER CONSIDERATION.

B. FIRM'S NURSE CAPACITY AND EXPERIENCE

(out of 50 points)

1. Experience of Proposed Nurses

(50 points maximum)

- l) Each individual designated nurse will be rated as follows with an average taken to come up with a total score to a maximum of 50 points.

Note: Bidders are required to provide the information required for each designated nurse proposed to be used throughout any resulting contract on the attached table at Annex I. At the Bidder's request, an electronic copy of the table is available from the Contracting Authority.

Rating scale Maximum point value	Northern Experience with Education* or	Northern Experience without education or	Nursing Experience* * non northern
50	3 or more years of experience & approved education	5 or more years of experience	More than 10 years of experience, plus 2 of the following: ACLS, BTLs, PALS, NALS, ENPCC, TNCC, ALARM
45 to 49	1 - 3 years of experience & approved education	3 - 5 years of experience	8 or more years of experience, or 5 or more years plus 2 of the following: ACLS, BTLs, PALS, NALS, ENPCC, TNCC, ALARM
40 to 44		1 or more years of experience	5 or more years of experience
35 to 39		Less than 1 year of experience	2 or more years of experience
30 to 34			No northern experience, less than 2 years

*approved education includes OPN, PCS, NCP, as per the treatment competency assessment program application, this also includes nurse practitioner programs at the masters level that include advanced health assessment, pharmacotherapeutics and pathophysiology.

** acceptable experience would include critical care, emergency (adult and/or paediatric), and/or rural/remote settings.

2. Additional Nurse Qualifications

(10 points maximum)

For each nurse registered with the CRNM as having an RN(EP) designation, 2.5 additional points per nurse will be awarded up to the maximum of 10 points.

3. Additional Nurse Capacity

(10 points maximum)

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The number of designated nurses over and above the minimum mandatory requirement of 20 designated nurses the Bidder proposes to perform the Work throughout any resulting contract will be evaluated in this section.

Note: Bidders are required to provide the information required for each additional designated nurse proposed to be used throughout any resulting contract on the attached table at Annex I. At the Bidder's request, an electronic copy of the table is available from the Contracting Authority.

Bidders will be awarded points for additional nurse capacity in accordance with the following:

16 or more additional nurses - 10 pts
11-15 additional nurses - 8 pts
6-10 additional nurses - 6 pts
1-5 additional nurses - 4 pts

C) FIRM'S EXPERIENCE

(50 points)

Bidders will be rated in accordance with the table below.

Note: The experience of each company in a Joint Venture or Partnership will be combined and assessed in accordance with the table below.

Rating scale Maximum point value	Experience providing nurses to nursing station settings or	Experience providing nurses to non- nursing station settings or	Experience managing other Health Services - Doctors, Dentists, Physiotherapists, etc.
50	5 or more years	10 or more years	16 or more years
45 to 49	4 to 5 years	8 to 10 years	12 to 16 years
40 to 44	3 to 4 years	6 to 8 years	8 to 12 years
35 to 40	2 to 3 years	4 to 6 years	6 to 8 years
30 to 34	1 to 2 years	2 to 4 years	4 to 6 years
0 to 27	0 to 1 year: 3 points per month of experience to a maximum of 27 points	0 to 2 years: 3 points per 2 months of experience to a maximum of 27 points	0 to 4 years: 3 points per 4 months of experience to a maximum of 27 points

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**ANNEX I
NURSE EXPERIENCE FORM**

AGENCY: _____

CONTRACT NURSE: LAST NAME _____ FIRST NAME _____

Employee: _____ OR Subcontractor: _____

Experience & Education

		Years of Experience
Northern Nursing Experience		
Nursing Experience - non northern		
Education		
Approved Education		

Certifications

CRNM	Yes _____ No _____	PALS/ENPC	Yes _____ No _____
BLS/CPR	Yes _____ No _____	ITLS/TNCC	Yes _____ No _____
Imm'n	Yes _____ No _____	NALS/NRP	Yes _____ No _____
		ACLS	Yes _____ No _____

CRNM - active College of Registered Nurses of Manitoba registration with no restrictions.

BLS/CPR - current Basic Life Support certification or current cardiopulmonary resuscitation certification.

ITLS/TNCC - current International Trauma Life Support / Trauma Nursing Core Course certification

PALS/ENPCC - current Pediatric Advanced Life support / Emergency Nursing Pediatric Core Course Certification

ACLS - current Advanced Cardiac Life Support certification

Imm'n - Immunization competencies

NALS/NRP - Neonatal Advanced Life Support / Neonatal Resuscitation Program

NOTE: Copies of the certifications/registrations above must be provided to the Contracting Authority for any designated nurse used this Task Authorization contract.

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ANNEX J
CONSENT TO A CRIMINAL RECORD VERIFICATION

Attached electronically. See pdf document.