

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11 rue, Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**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 PRESCRIPTION DISPENSER		
<b>Solicitation No. - N° de l'invitation</b> W3931-130234/B	<b>Date</b> 2015-05-08	
<b>Client Reference No. - N° de référence du client</b> W3931-130234		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-941-67270		
<b>File No. - N° de dossier</b> pv941.W3931-130234	<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 2015-06-22</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martins, Christina		<b>Buyer Id - Id de l'acheteur</b> pv941
<b>Telephone No. - N° de téléphone</b> (819) 956-6911 ( )		<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Automated Pharmacy Dispenser: National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2  Pharmacy Computer: CF H Svcs C Ottawa Pharmacy Montfort Campus 713 Montreal Rd.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

<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</b> <b>(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>

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Automated Pharmacy Dispenser National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2 Pharmacy Computer CF H Svcs C Ottawa Pharmacy Montfort Campus 713 Montreal Rd.	I - 1	NATIONAL DEFENCE HEADQUARTERS 101 COLONEL BY OTTAWA ON K1A 0K2 ATTN: SCOTT SERAFIN DIL PROC 5 HEALTH SERVICES PROCUREMENT - RM 107-05



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	PHARMACY PRESCRIPTION DISPENSER One (1) year rental of Pharmacy Prescription Dispenser in accordance with the Requirement listed in Annex A. Shipping, installation, training, extended warranty, software updates and manuals included.	D - 1	I - 1	1	LOT	\$XXXXXXXXXXXX	See Herein	

## TABLE OF CONTENTS

### PHARMACY PRESCRIPTION DISPENSER

#### PART 1 - GENERAL INFORMATION

- 1.1 Security Requirements
- 1.2 Requirement
- 1.3 Debriefings

#### PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

#### PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

#### PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

#### PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing Instructions
- 6.8 Certifications
- 6.9 Applicable Laws
- 6.10 Priority of Documents
- 6.11 Defence Contract
- 6.12 SACC Manual Clauses
- 6.13 Shipping Instructions – Delivery at Destination
- 6.14 Inspection and Acceptance

List of Annexes:

- Annex A REQUIREMENT
- Annex B REQUIREMENT / BASIS OF PAYMENT

## PHARMACY PRESCRIPTION DISPENSER

### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

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 6 - 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 requirements as indicated in Part 6 - 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;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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 refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### 1.2 Requirement

The Department of National Defence, have a requirement for a one (1) year rental of an Automated Pharmacy Prescription Dispenser in accordance with the Mandatory Technical requirements listed in Annex "A".

##### 1.2.1 Optional Requirement - Automated Pharmacy Prescription Dispensers (up to 11 including the rental unit)

The Contractor grants to Canada the irrevocable option to purchase up to eleven (11) Automated Pharmacy Prescription Dispensers under the same terms and conditions and at the price stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within thirty-six (36) months after contract award by sending a written notice to the Contractor.

### 1.2.2 Optional Requirement - Extended Warranty

The Contractor grants to Canada the irrevocable option to purchase an extended warranty for each unit for up to eight (8) consecutive additional one (1) year period(s) under the same terms and conditions and at the price stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within thirty-six (36) months after contract award by sending a written notice to the Contractor.

### 1.3 Debriefings

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

### 2.1 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(2014-09-25) 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: ninety (90) days

#### 2.1.1 SACC Manual Clauses

B1000T

Condition of Material

2014-06-26

### 2.2 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.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

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.

# PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

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

Section I:        Technical Bid (Three (3) hard copies)  
Section II:       Financial Bid (One (1) hard copy)  
Section III:      Certifications (One (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**3.1.1 Manuals**

One (1) operating, maintenance and troubleshooting manual must be provided in English with each Pharmacy Prescription Dispenser.

**3.1.2 Installation (BIDDER TO COMPLETE)**

On-site installation must be provided and be carried out by a qualified service technician at both sites.

State your best installation schedule. Installation and specification testing of all system components, accessories and software must be carried out within fifteen (15) calendar days of delivery and be completed within \_\_\_\_\_ calendar days.

**3.1.3 Training (BIDDER TO COMPLETE)**

On-site user training must be provided upon installation for up to five (5) users per machine. All costs associated with the on-site training must be included in the price.

On-site training will be completed within \_\_\_\_\_ calendar days of installation.

Training must include but isn't limited to the following topics:

- a) Operation and Stocking of Machine
- b) Customer Interface and Software Management
  - Use of the GUI and Tracking Management System
  - Status reports on prescription/machine status
  - Updating and editing information
  - Trouble shooting common problems for users and network managers

**3.1.4 Service (BIDDER TO COMPLETE)**

Rental/purchase of the Pharmacy Prescription Dispensers must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system from 0800 – 1700 EST. for a minimum of one (1) year.



---

Response for service must be within 24 hours or less.

Also, provide the following with your bid (for information purposes only):

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

---

---

---

- b) Locations of available replacement parts from consumables to major components.

---

---

---

- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

---

---

---

- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

---

---

---

In the event the Automated Pharmacy Prescription Dispenser requires onsite service by the vendor those service visits and repairs, which include but are not limited to parts, software and service technician charges, are to be provided at no additional cost to CF H Svcs Gp. The Technical Authority will authorise and schedule all maintenance visits. The Technical Authority will authorise and schedule any downtime of the web portal for maintenance and updates. If the vendor cannot repair the unit within three (3) working days the lost time will be discounted from the monthly invoice. If the unit is not repaired within ten (10) working days the vendor must provide a replacement unit, at no additional cost to CF H Svcs Gp, within two (2) weeks.

### 3.1.4 Software Updates

The Bidder must provide all software updates and new releases to the purchaser for a period of three (3) years following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

All software updates or new releases of software must be available in any of the following formats:

- Downloadable from the web portal by pharmacy technicians/pharmacists at the Montfort;
- Hard copy disk;
- By mail; and
- On-site service support from the vendor.

### 3.1.5 Product(s) Offered (BIDDER TO COMPLETE)

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: \_\_\_\_\_

Model/Part Number: \_\_\_\_\_

Literature attached: Yes (\_\_\_\_) No (\_\_\_\_)

### 3.1.6 Point of Manufacture/Shipping (BIDDER TO COMPLETE)

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: \_\_\_\_\_

Postal Code: \_\_\_\_\_

### 3.1.7 Delivery

While delivery is requested by September 4, 2015, the best delivery that could be offered by the Bidder is \_\_\_\_\_.

### 3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.4 Contractor Representatives under Part 6, Resulting Contract Clauses.

## Section II: Financial Bid

The Bidder must quote a firm lot price all inclusive of supply, installation, training, software updates and manuals, DDP (Ottawa, Ontario) Incoterms 2000, for the goods identified in Line Item 2, the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

### 3.2 Exchange Rate Fluctuation

C3011T

Exchange Rate Fluctuation

2013-11-06

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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.

#### 4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

Factors for Evaluation

1. **PRICING BASIS (MANDATORY):** Prices must be firm, DDP Delivered Duty Paid.

2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**

- a) For Items Defined by Specifications:

supporting to their The bidder is required to cross reference with the exact location in the documentation the mandatory technical criteria contained herein supporting technical documentation.

- b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered shall be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

### 3. **COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)**

4. **FOR CANADIAN SUPPLIERS ONLY:** Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein. (MANDATORY if applicable)

5. If necessary, the vendor must transport one or more machines to a new location within the city it was delivered to (without voiding the extended warranty)

6. The vendor must re-install software on the primary control computer, to be activated on an as and when requested basis (in the event of a hardware failure or replacement due to age)

#### 4.1.2 **Financial Evaluation**

The lowest evaluated price will be established using the following criteria:

a) prices will be evaluated in Canadian Funds including any applicable Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.

b) prices will be evaluated on a DDP (Ottawa, Ontario) basis.

c) for bid evaluation purposes only, the total bid price will be determined by adding the cost for the rental with the cost for the option to purchase. Should there be two (2) or more identical bids then the contract will be awarded to the supplier with the lowest rental cost.

#### 4.2 **Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest aggregate evaluated price (including the option items) will be recommended for award of a contract.

### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or

requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

### **5.1.1 Certifications Precedent to Contract Award**

#### **5.1.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labours website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### **6.1.1 Contractor's Sites or Premises Requiring Safeguarding Measures**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's sites or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

Automated Pharmacy Dispenser

National Defence Headquarters  
MGen George R. Pearkes Building

101 Colonel By Drive  
Ottawa, ON  
K1A 0K2

Pharmacy Computer

CF H Svcs C Ottawa Pharmacy  
Montfort Campus  
713 Montreal Rd  
Ottawa, ON  
K1A 0K2

- 6.1.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

## **6.2 Requirement**

The Contractor must provide the items detailed under the Line Item Detail.

### **6.2.1 Optional Requirement - Automated Pharmacy Prescription Dispensers (up to 11 including the rental unit)**

The Contractor grants to Canada the irrevocable option to purchase up to eleven (11) Automated Prescription Dispensers under the same terms and conditions and at the price stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within thirty-six (36) months after contract award by sending a written notice to the Contractor.

#### **6.2.1.1 Optional Requirement - Extended Warranty**

The Contractor grants to Canada the irrevocable option to purchase an extended warranty for each unit for up to eight (8) consecutive additional one (1) year period(s) under the same terms and conditions and at the price stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

## **6.2.2 Installation**

On-site installation must be provided and be carried out by a qualified service technician at both sites.

## **6.2.3 Manuals**

One (1) operating, maintenance and troubleshooting manual must be provided in English with each Pharmacy Prescription Dispenser.

## 6.2.4 Training

On-site user training must be provided upon installation for up to five (5) users per machine.

## 6.2.5 Service

Rental/purchase of the Pharmacy Prescription Dispensers must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system for a minimum of one (1) year.

## 6.2.6 Software Updates

The Bidder must provide all software updates and new releases to the purchaser for a period of three (3) years following the acceptance, at no additional cost.

## 6.3 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.

### 6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.3.2 Supplemental General Conditions

4001(2015-04-01) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.

4002(2010-08-16) Supplemental General Conditions - Software Development or Modification Services, apply to and form part of the Contract.

4003(2010-08-16) Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

4004(2013-04-25) Supplemental General Conditions - Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of Contract

---

The period of the contract is from \_\_\_\_\_ to \_\_\_\_\_. **(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christina Martins  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate  
Place du Portage III, 6A2  
11 Laurier St. Gatineau, Quebec  
K1A 0S5  
Telephone: (819) 956-6911  
Facsimile: (819) 956-3814  
Christina.Martins@tpsgc-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.

### 6.5.2 Technical Authority (TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The Technical Authority for the Contract is:

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

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

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

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

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

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

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

The Technical 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 Technical Authority, however the Technical 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.

### 6.5.3 Procurement Authority (TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The Procurement Authority for the Contract is:

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

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

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

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

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

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

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

The Procurement 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 Procurement Authority, however the Procurement 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.

### 6.5.4 Contractor's Representative (PLEASE FILL IN)

General Enquiries

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

Delivery Follow-up

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in the contract for Line Item 2, DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000. Customs duties are included and Applicable Taxes extra, if applicable.

#### 6.6.1.1 Optional Requirement - Automated Pharmacy Prescription Dispensers (up to 11 including the rental unit)

The bidder must quote a firm unit price, DDP (as per Annex B), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in. If the bidder fails to quote a firm unit price, the bidder will be considered non-compliant and no further consideration will be given.

#### 6.6.1.2 Optional Requirement - Extended Warranty

The bidder must quote a firm price, DDP (as per Annex B), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in. If the bidder fails to quote a firm unit price, the bidder will be considered non-compliant and no further consideration will be given.

#### 6.6.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.6.3 SACC Manual Clauses

H1001C Multiple Payments

08/05/12

#### 6.7 Invoicing Instructions

##### 6.7.1 Automated Pharmacy Prescription Dispensers - Rental Unit

a) The Contractor must submit monthly 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 will be paid monthly.

**FOR PROMPT PAYMENTS, ENSURE THE CONTRACT NO./P.O. NUMBER APPEARS ON ALL DOCUMENTATION.**

b) Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. The Contract serial number: W3931-130234/B must appear on all invoices.
- (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

##### 6.7.2 Optional Requirement - Automated Pharmacy Prescription Dispensers

a) 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.

**FOR PROMPT PAYMENTS, ENSURE THE CONTRACT NO./P.O. NUMBER APPEARS ON ALL DOCUMENTATION.**

b) Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. The Contract serial number: W3931-130234/B must appear on all invoices.
- (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Certifications**

### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing co-operation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

## **6.9 Applicable Laws**

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

## **6.10 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) 2010A (2014-11-27) General Conditions - Goods (Medium Complexity);
- (c) 4001(2015-04-01) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.
- (d) 4002(2010-08-16) Supplemental General Conditions - Software Development or Modification Services, apply to and form part of the Contract.
- (e) 4003(2010-08-16) Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

- (f) 4004(2013-04-25) Supplemental General Conditions - Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.
- (g) Annex A, Requirement; and
- (h) the Contractor's bid dated \_\_\_\_\_. **(insert date of bid)**

#### 6.11 Defence Contract

SACC Manual clause A9006C(2012-07-16) Defence Contract

#### 6.12 SACC Manual Clauses

B1501C	Electrical Equipment	2006-06-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
OR		
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
D9002C	Incomplete Assemblies	2007-11-30
D5545C	ISO 9001:2000 - Quality Management	
	Systems - Requirements (QAC C)	2010-08-16

#### 6.13 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:  
  
Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## ANNEX A REQUIREMENT AUTOMATED PHARMACY PRESCRIPTION DISPENSER

**Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.**

The **AUTOMATED PHARMACY PRESCRIPTION DISPENSER** must meet all of the following requirements:

### PHYSICAL REQUIREMENTS

1. The Automated Pharmacy Dispenser must be compact and self contained.

**Reference in Contractors Proposal:** \_\_\_\_\_

2. The Automated Pharmacy Dispenser must provide secure storage of medications in a public environment.

**Reference in Contractors Proposal:** \_\_\_\_\_

3. Updates and modifications to the dispenser application software must be installed directly or through the web support of the vendor.

**Reference in Contractors Proposal:** \_\_\_\_\_

4. The Automated Pharmacy Dispenser must have a LCD touch screen with a minimum (12) twelve inch diagonal length.

**Reference in Contractors Proposal:** \_\_\_\_\_

5. The Automated Pharmacy Dispenser must have compartments of at least two sizes to accommodate the needs of different volumes of prescriptions.
  - The small compartments must have a volume of at least 3.1 litres.
  - The larger compartments must have a volume of at least 6.4 litres.

**Reference in Contractors Proposal:** \_\_\_\_\_

6. The Automated Pharmacy Dispenser must provide a minimum of 100 boxes.
  - A minimum of 6% of the boxes must meet the size requirements of the larger compartments.
  - At least 90% of the boxes must meet the size requirements of the smaller compartments.

**Reference in Contractors Proposal:** \_\_\_\_\_

7. The power supply must be compatible with the Canadian Standard 110/120 VAC at 60 Hz. The Automated Pharmacy Dispenser must have a visible mark of CSA approval, or equivalent as deemed by the Canada Standards Council.

**Reference in Contractors Proposal:** \_\_\_\_\_

**SOFTWARE/NETWORK REQUIREMENTS:**

8. The vendor must design, create and operate a web portal that will allow patients to check the status of the medication delivery to the Automated Pharmacy Dispenser.

**Reference in Contractors Proposal:** \_\_\_\_\_

9. The vendor must maintain and update the web portal, for the duration of the extended warranty to allow for continuous use by DND clients from home or office.

**Reference in Contractors Proposal:** \_\_\_\_\_

10. User accounts must be able to be generated on the control computer at the main pharmacy using the software application.

**Reference in Contractors Proposal:** \_\_\_\_\_

11. User accounts must be based on the client's service number and must be password protected. The client service number must include one (1) letter followed by eight (8) numbers, example A12 345 678. User accounts must not be case sensitive.

**Reference in Contractors Proposal:** \_\_\_\_\_

12. Clients must be capable of viewing the status of their medication delivery when accessing their account through the web portal or automated pharmacy dispenser.

**Reference in Contractors Proposal:** \_\_\_\_\_

13. Clients must not be able to view the account or status of any other client.

**Reference in Contractors Proposal:** \_\_\_\_\_

14. The automated pharmacy dispenser must be able to connect to the DND network through a hard line and it must be compatible with the DND network. Wireless connections will not be accepted.

**Reference in Contractors Proposal:** \_\_\_\_\_

15. The vendor must provide a software application that will provide administrative access and control of the automated prescription dispenser.

**Reference in Contractors Proposal:** \_\_\_\_\_

16. The software must be installed in a standard Canadian Armed Forces computer held at the primary pharmacy located at the CF H Svcs C Ottawa. -

**Reference in Contractors Proposal:** \_\_\_\_\_

17. The software application must allow the pharmacy to track the status of the machines contents, and confirm pick up of medications by all users on a real time basis.

**Reference in Contractors Proposal:** \_\_\_\_\_

Solicitation No. - N° de l'invitation

W3931-130234/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv941

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3931-130234

pv941W3931-130234

---

18. The application must have the capability to monitor a minimum of one (1) additional pharmacy dispenser located in the same city.

**Reference in Contractors Proposal:** \_\_\_\_\_

19. The Automated Pharmacy Prescription Dispenser must not include any form of payment options. Payment options include, but are not limited to, credit card reader, debit card reader and cash box.

**Reference in Contractors Proposal:** \_\_\_\_\_

## ANNEX B REQUIREMENT / BASIS OF PAYMENT

The Department of National Defence, have a requirement for a one (1) year rental of an Automated Pharmacy Prescription Dispenser in accordance with the Mandatory Technical requirements listed in Annex "A". An the irrevocable option to purchase up to eleven (11) Automated Pharmacy Prescription Dispenser's as well as an option to purchase an extended warranty for up to eight (8) consecutive additional one (1) year period(s) has been included.

Location	Qty	Firm Unit Price	Purchase for rental unit once the lease expires	1st Optn Year Firm Unit Price (ending March 31st 2016)	2nd Optn Year Firm Unit Price (ending March 31st 2017)	3rd Optn Year Firm Unit Price (ending March 31st 2018)
<b>Automated Pharmacy Prescription Dispenser</b>						
25 CF H SVCS C Bagotville, Bldg 66 Rue Montreal, Allouette, QC G0V 1A0	1	\$_____	\$_____	\$_____	\$_____	\$_____
31 CF H SVCS C Borden, Bldg O-166, 30 Ortona Road, Borden, ON, L0M 1C0	1	\$_____	\$_____	\$_____	\$_____	\$_____
22 CF H SVCS C Cold Lake, Bldg 69, Kingsway, Cold Lake, AB, T9M 2C6	1	\$_____	\$_____	\$_____	\$_____	\$_____
21 CF H SVCS C Comox, Bldg 309, 309 Heritage Blvd, Lazo, BC, V0R 2K0	1	\$_____	\$_____	\$_____	\$_____	\$_____
1 FD AMB Edmonton Clinic, Bldg 162, Churchill Avenue, Lancaster Park, AB, T0A 2H0	1	\$_____	\$_____	\$_____	\$_____	\$_____
CF H SVCS C Pacific Esquimalt, Bldg N-97, 1200 Colvile Road, Victoria, BC, V9A 7N2	1	\$_____	\$_____	\$_____	\$_____	\$_____
42 CF H SVCS C Gagetown, Bldg A-47, Champlain Avenue, Oromoncto, NB, E2V 4J5	1	\$_____	\$_____	\$_____	\$_____	\$_____
26 CF H SVCS C Greenwood, Bldg 266, Administration Drive,	1	\$_____	\$_____	\$_____	\$_____	\$_____



Greenwood, NS, B0P 1N0						
CF H SVCS C Atlantic Halifax, Bldg S-80, 2649 Gottigen Street, Halifax, NS, B3K 5X5	1	\$_____	\$_____	\$_____	\$_____	\$_____
33 CF H SVCS C Kingston, Bldg ME 40, 26 Somme Ave, Kingston, ON K7K 7B4	1	\$_____	\$_____	\$_____	\$_____	\$_____
CF H SVCS C Ottawa, Montfort Hospital Campus, 713 Montreal Road, Ottawa, ON, K1A 0K2	1	\$_____	\$_____	\$_____	\$_____	\$_____
2FD AMB Petawawa Clinic, Bldg N-109, 250 Somme Road, Petawawa, ON, K8H 2X3	1	\$_____	\$_____	\$_____	\$_____	\$_____
11 CF H SVCS C Shilo, Bldg L-158, Engineer Road, Shilo, MB, R0K 2A0	1	\$_____	\$_____	\$_____	\$_____	\$_____
41 CF H SVCS C St.Jean, Bldg 150, 25 Grand Bernier Sud, Richelain, QC, J0J 1R0	1	\$_____	\$_____	\$_____	\$_____	\$_____
32 CF H SVCS C Toronto, Denison Armoury, 1 Yukon Lane, Downsview, ON, M3K 0A1	1	\$_____	\$_____	\$_____	\$_____	\$_____
24 CF H SVCS C Trenton, Bldg 451, 50 Yukon Street, Astra, ON, K0K 3W0	1	\$_____	\$_____	\$_____	\$_____	\$_____
5 FD AMB Valcartier Clinic, Bldg 109, 109 Rue Des Braves, Courcellette, QC, G0A 4Z0	1	\$_____	\$_____	\$_____	\$_____	\$_____
12 CF H SVC C Wainright, Bldg 633, Perimeter Road, Denwood, AB, T0B 1B0	1	\$_____	\$_____	\$_____	\$_____	\$_____
23 CF H SVCS C Winnipeg, Bldg 62, 715 Wihuri Road, Winnipeg, MB, R3J 3Y5	1	\$_____	\$_____	\$_____	\$_____	\$_____

W3931-130234/B

pv941

W3931-130234

pv941W3931-130234

Location	Qty	1st Optn Year Firm Pricing - one year after purchase	2nd Optn Year Firm Pricing - within 2nd year of purchase	3rd Optn Year Firm Pricing - within 3rd year of purchase	4th Optn Year Firm Pricing (within 4th year of purchase	5th Optn Year Firm Pricing - within 4th year of purchase	6th Optn Year Firm Pricing within 5th year of purchase	7th Optn Year Firm Pricing - within 6th year of purchase	8th Optn Year Firm Pricing - within 7th year of purchase
<b>Extended Warranty</b>									
25 CF H SVCS C Bagotville, Bldg 66 Rue Montreal, Allouette, QC G0V 1A0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
31 CF H SVCS C Borden, Bldg O-166, 30 Ortona Road, Borden, ON, LOM 1C0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
22 CF H SVCS C Cold Lake, Bldg 69, Kingsway, Cold Lake, AB, T9M 2C6	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
21 CF H SVCS C Comox, Bldg 309, 309 Heritage Blvd, Lazo, BC, V0R 2K0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1 FD AMB Edmonton Clinic, Bldg 162, Churchhill Avenue, Lancaster Park, AB, T0A 2H0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
CF H SVCS C Pacific Esquimalt,	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W3931-130234/B

pv941

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3931-130234

pv941W3931-130234

Bldg N-97, 1200 Colvile Road, Victoria, BC, V9A 7N2									
42 CF H SVCS C Gagetown, Bldg A-47, Champlain Avenue, Oromoncto, NB, E2V 4J5	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 CF H SVCS C Greenwood, Bldg 266, Administratio n Drive, Greenwood, NS, B0P 1N0	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
25 CF H SVCS C Bagotville, Bldg 66 Rue Montreal, Allouette, QC G0V 1A0	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 CF H SVCS C Borden, Bldg O-166, 30 Ortona Road, Borden, ON, L0M 1C0	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
22 CF H SVCS C Cold Lake, Bldg 69, Kingsway, Cold Lake, AB, T9M 2C6	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 CF H SVCS C Comox, Bldg 309, 309 Heritage Blvd, Lazo, BC, V0R 2K0	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1 FD AMB Edmonton Clinic, Bldg 162, Churchhill Avenue,	1 / yr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation

W3931-130234/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv941

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3931-130234

pv941W3931-130234

Lancaster Park, AB, T0A 2H0									
CF H SVCS C Pacific Esquimalt, Bldg N-97, 1200 Colvile Road, Victoria, BC, V9A 7N2	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
42 CF H SVCS C Gagetown, Bldg A-47, Champlain Avenue, Oromoncto, NB, E2V 4J5	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
26 CF H SVCS C Greenwood, Bldg 266, Administration Drive, Greenwood, NS, B0P 1N0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
25 CF H SVCS C Bagotville, Bldg 66 Rue Montreal, Allouette, QC G0V 1A0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
31 CF H SVCS C Borden, Bldg O-166, 30 Ortona Road, Borden, ON, L0M 1C0	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
22 CF H SVCS C Cold Lake, Bldg 69, Kingsway, Cold Lake, AB, T9M 2C6	1 / yr	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____