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## SOLICITATION AMENDMENT

**Proposal to: Indigenous Services Canada**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

<b>Title:</b> Pharmacy Support Services and Distribution Services, Indigenous Services Canada, Manitoba Region	
<b>Solicitation No.</b> 1000218841	
<b>Solicitation Amendment No. 02</b>	<b>Date:</b> June 4, 2020
<b>Reference No.</b> PW-20-00912780	
<b>Solicitation Closes;</b>  <b>at :</b> 14:00 (CST)  <b>on:</b> June 11, 2020	
<b>Address Enquiries to:</b>  Sandra Chrapun <a href="mailto:sandra.chrapun@canada.ca">sandra.chrapun@canada.ca</a>	

### RFP # 1000218841

The solicitation Amendment #02 is issued to:

- **Insert Mandatory Technical Criteria**
- **Extend the close date of Solicitation 1000218841 to June 11, 2020.**

### RFP # 1000218841

The solicitation Amendment #01 is issued to:

- **Respond to comments received during the solicitation period and extend the closing date to 14:00 (CST) on June 4, 2020;**

## QUESTION (Q) and ANSWER (A)

**Comment #1**

**Supplier noted:**

**There appears to be an error on Pricing Schedule II sections 1C and 2 C listed on pages 39, 41, 43 and 45.**

**1C should state NIHB prescription dispensing Fee NOT TB program fee for distribution AND 2C would be the NIHB OTC fee not Narcotic supply fee.**

**Response #1**

**The Pricing Schedule II sections 1C and 2C listed on paged 39, 41, 43 and 45 have been corrected in the RFP addendum.**

**Comment #2**

**Supplier noted:**

**The submission size limit for your email system is not provided.**

**Response #2**

**Please refer to Part 2 Bidder Instructions – 2.2 Bid Submission Instructions in the RFP addendum.**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

1.2.1 Indigenous Services Canada requires a Contractor to provide pharmaceutical support and distribution of pharmaceutical goods and services to the Indigenous Services Canada team, medical professionals and clients, remote Nursing Stations in First Nations communities within Manitoba.

The Contractor will be the provider of Non-Insured Health Benefits (NIHB) client-specific medication shipped to and received at the nursing stations.

The objective of this Contract is to select a Contractor to:

- a) Provide pharmaceutical expertise and support services for the Nursing Stations and community.
- b) Become the provider of Nursing Station stock that includes but is not limited to, compounding shipped to and received at the Nursing Stations if required.
- c) Store and provide drugs for the TB Program as and when required.
- d) Provide NIHB Distribution of Client Specific Drugs and Products.

1.2.2 The requirement is subject to a preference for Canadian goods and/or services.

- 1.2.3 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.

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.”

### **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 from 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) (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](#) (2019-03-04) 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: 60 days

Insert: one hundred and twenty (120) days

### 2.2 Submission of Bids

Proposals may be submitted in either official language (French or English).

Bids must be submitted electronically to [sandra.chrapun@canada.ca](mailto:sandra.chrapun@canada.ca) by the date and time indicated on the cover page of the bid solicitation. If the email including attachments is larger than 20 Mb, please submit your bid in separate emails to not exceed Indigenous Services Canada's server limitation. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### 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 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**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.

## **2.5 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.

## **2.6 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **fifteen (15)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separate attachments as follows:

Section I:        Technical Bid (one (1) copy)  
                    Covering Letter (one (1) copy)

Section II:       Financial Bid (one (1) copy)

Section III:      Certifications (one (1) 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:

#### **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**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **3.1.3 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.1.4 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications and additional information 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

Mandatory and point rated technical evaluation criteria are included in Annex "E"

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

Evaluation of Price: The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of **800** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **1000** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total of the available points is 135 and the lowest evaluated price is \$45,000 (45).

*Example:*

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), 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:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  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:
  - i.  The Aboriginal business has fewer than six full-time employees.

**OR**

- ii. ( ) 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.

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

**5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

**5.2.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



## **5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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.

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.2 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.

### **5.2.3.3 Education and Experience**

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.

#### **5.2.3.3.1 Education and Experience**

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

Refer to section 7.3 Security Requirements

### 6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must provide the Work in accordance with the Statement of Work at Annex "X" and the Contractor's technical bid entitled (*inserted upon contract award*), dated (*inserted upon contract award*).

#### 7.1.2 Task Authorization

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

##### 7.1.2.1 Task Authorization Process

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

### **7.1.2.2 Task Authorization Limit**

The Project Authority (or assigned designate) may authorize individual task authorizations up to a limit of \$ TBD Applicable Taxes included, inclusive of any revisions.

### **7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

## **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.2.1 General Conditions**

[2035](#) (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **7.3 Security Requirements**

**7.3.1** Refer to Annex "F".

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is 1 year from the date of Contract Award.

### **7.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.4.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of up to six (6) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sandra Chrapun  
Senior Procurement and Contract Specialist  
Materiel and Asset Management Division  
Chief Financial Officer Branch  
Indigenous Services Canada  
391 York Avenue  
Winnipeg, MB R3C 4W1

Telephone: 204-984-2314  
E-mail: [Sandra.Chrapun@Canada.ca](mailto:Sandra.Chrapun@Canada.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.

### 7.5.2 Project Authority

The Project Authority for the Contract is: *inserted upon contract award*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Project Authority is: *inserted upon contract award*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**7.5.3 Contractor's Representative** *inserted upon contract award*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**7.7 Payment**

**7.7.1 Basis of Payment – Firm Price**

For the Work described in the Statement of Work Annex “A”, and relating to “as and when” requested: Services (A) in Pricing Schedule 1:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_(TBD)\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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

**7.7.2 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.

### **7.7.3 Basis of Payment - Limitation of Expenditure – Task Authorizations**

For the Work described in the Statement of Work Annex “x”, and relating to “as and when” requested: Services (B) in Pricing Schedule 1:

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

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

### **7.7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_(TBD)\_\_\_\_ . Customs duties are included and Applicable Taxes are extra.
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.

### **7.7.5 Canada's Obligation – Portion of the Work – Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### **7.7.6 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

### **7.7.7 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **7.8 Invoicing Instructions**

1. 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.

Each invoice **must** be supported by:

- a. a copy of the release document and any other documents as specified in the Contract
2. 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.

### **7.9 Certifications and Additional Information**

#### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.9.2 SACC Manual Clauses

### Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#) (2018-12-06) Canadian Content Definition.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;



- (b) the general conditions 2035 (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any)
- (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " *or* ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## **7.12 Additional Clauses**

### **Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

### **7.13 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A" STATEMENT OF WORK**

### **Pharmacy Support Services and Distribution Services Indigenous Services Canada, Manitoba Region.**

#### **1.0 Scope**

##### **1.1 Introduction**

Indigenous Services Canada requires a Contractor to provide pharmaceutical support and distribution of pharmaceutical goods and services to the Indigenous Services Canada team, medical professionals and clients, remote Nursing Stations in First Nations communities within Manitoba.

The Contractor will be the provider of Non-Insured Health Benefits (NIHB) client-specific medication shipped to and received at the nursing stations.

##### **1.2 Objectives of the Requirement**

The objective of this Contract is to select a Contractor to:

- a) Provide pharmaceutical expertise and support services for the Nursing Stations and community.
- b) Become the provider of Nursing Station stock that includes but is not limited to, compounding and controlled substances to be shipped to (if required) the Nursing Stations.
- c) Store and provide drugs for the TB Program as and when required.
- d) Provide NIHB Distribution of Client Specific Drugs and Products.

Mandate of Indigenous Services Canada FNIHB is to transfer ownership/control of health services to First Nations. The Contractor will assist in this transfer should any of the Work described herein transfer to First Nations Communities. The Project Authority will notify the Contractor immediately in writing when/if a decision has been made to transfer control of the Work to a First Nations Community/Communities. The Project Authority will work closely with the Contractor to create a transition plan out of a community/communities ensuring the transition meets targeted deadlines. The maximum estimated number of Nursing Stations is twenty-two (22) with expectation that this number may decrease over the contract period. The level of service required by each Nursing Station may vary.

#### **2.0 Requirements**

##### **2.1 General**

- i. Services must be provided by a facility and personnel located, registered, and licensed in the Province of Manitoba to operate a pharmacy.
- ii. The Contractor will provide "as and when requested" services to multiple Indigenous Services Canada FNIHB programs including Nursing, Health Protection [not limited to and inclusive of Communicable Disease Control (CDC), TB (Tuberculosis), STIBBP (Sexually Transmitted Infections

& Blood Borne Pathogens), Immunization and CDHE (Communicable Disease Health Emergencies)] and Non-Insured Health Benefits.

- iii. The Contractor must offer business hours that coordinate services with the demands of the normal Nursing Station clinical hours Monday to Friday 8:30am to 5:00 p.m. (CST). The Contractor must also provide 24 hr. on call service / seven (7) days a week.
- iv. The Contractor must implement appropriate packaging, shipping and receiving management/distribution processes and procedures as required. This includes, but is not limited to: closed chain custody, special processes to receive and distribute routine NIHB shipments, and narcotic and controlled drug stock, cold chain shipping, dangerous goods, and special supply requirements.

## **2.2 Contingency plan**

- i. If primary shipper does not meet delivery times determined by Project Authority (or assigned designate) the Contractor must have alternate shipper within 48 hours.
- ii. All shipments (e.g., non-NIHB: narcotics, stock, TB, emergency CDC) provided under this Contract are the responsibility of the Contractor and are to be shipped along with the NIHB client specific items at no additional cost. If those other shipments cannot be coordinated with NIHB prior written approval is required for each shipment.
- iii. Actual shipping costs with no possibility for up charge can be paid through this Contract. Each shipment requires prior written approval from the Project Authority (or assigned designate) and must be submitted with invoice.
- iv. The Contractor must create and implement, an accountability process, as per Indigenous Services Canada requirements, for information on product shipped to, used by, returned by, and destroyed at Nursing Stations or destroyed at the Contractor's pharmacy and provide reports as requested.
- v. The Contractor must maximize cost recovery of products (patient specific and stock medication) with limited, old or expired dating. The Contractor will notify the nursing stations of dated drugs that have been sent and should be returned for credit to the original supplier before return deadlines are past. The Contractor's community aid workers are to return to the Contractor, patient specific drugs that have limited dating or are expired. The Contractor must accept these expired or dated drugs from nursing stations and return them to the appropriate distributor so that a credit will be provided to Indigenous Services Canada.
- vi. The Contractor must work with Indigenous Services Canada on best practices in utilization of pharmaceuticals for Indigenous Services Canada, health professionals, and Nursing Station staff.
- vii. The Contractor must develop and implement a backup supply management process for stock shortages and back-orders.
- viii. The Contractor must assist with the development and implementation of pandemic/emergency responses, medication advisories and recalls, and other medication related requests from

Indigenous Services Canada.

- ix. The Contractor must work with communities and health professionals in community evacuations to store medication from nursing stations when required, ship medication as necessary and when requested to individuals and professionals sites, and to organize and work with other groups and pharmacies in different regions where individuals may be evacuated, as necessary, to ensure medication delivery.

### **2.3 Pharmacist Support Services to Nursing Station and Indigenous Services Canada Professionals**

- i. The Contractor must provide 24 hours / seven (7) days per week, on call pharmacist consultation services, (minimum services must address I.V. admixtures, dosing issues, drug information, and drug interactions) available to Indigenous Services Canada professionals, with an after-hours call back time to health care professional, within 15 minutes. During regular business hours all calls must be answered in person with access to a pharmacist for immediate consultation. The Contractor must have sufficient dedicated phone lines for FNIHB to ensure all calls will be answered in person.
- ii. The Contractor must provide a reliable monitoring system for drug interactions, medication errors and must be able to intervene with nurses and or physicians immediately with a follow-up report including, if applicable, any process change required. This report must be developed within 24 hours of any intervention, and, be distributed to all facilities and the Project Authority (or assigned designate) as necessary.
- iii. The Contractor must provide pharmaceutical services/collaboration including education, information on products as required to Indigenous Services Canada staff, health professionals, and program staff at the Nursing Stations, staff noted in this Contract and additional locations as and when requested.
- iv. The Contractor must participate in Continuing Education sessions for healthcare providers at centralized locations within Manitoba, in person or by tele health or teleconference, as requested. These sessions must occur at minimum four (4) times per year.
- v. The Contractor must provide clinical education resources and expertise that can be shared with the nursing stations, health facilities and health professionals as it becomes available or as requested.
- vi. The Contractor must conduct Nurse Orientation Training in Winnipeg related to pharmacy services, inventory management, and expired stock management. This service will be requested approximately five (5) times per year.
- vii. The Contractor must conduct Case Management on discharge coordination with hospitals and boarding homes.

### **2.4 Stock Medication Supply**

The Contractor must have the ability to provide controlled substances, stock shortage medication and other products upon request, to all nursing stations/sites as required. All products must be delivered in the format and quantities requested. The Contractor must provide product(s) for emergencies as defined by FNIHB within 24 hours, and in non-urgent situations within 7 calendar days.

## 2.5 Health Protection Directorate

- i. The Contractor may store Indigenous Services Canada BCG vaccine and Tubersol testing solution, and distribute to facilities identified by Indigenous Services Canada within Manitoba. The number of shipments is estimated at 200 shipments per year. The Contractor must store a minimum of 150 vials of BCG and 150 vials of Tubersol for shipment to the various communities and contact Indigenous Services Canada to replenish stock when low.
- ii. The Contractor must supply and ship client-specific TB Medication to facilities identified by Indigenous Services Canada within Manitoba. The number of yearly shipments to areas outside the nursing stations mentioned in this contract is estimated at 90 per year.
- iii. The Contractor must have capacity for compounding TB meds for palatability at pharmacy or in the nursing station.
- iv. The Contractor must be able to provide/deliver emergency CDC medications (including compounded products) within 24 hours to the nursing stations and additional locations as and when required. The Contractor must be knowledgeable on the established (Manitoba Health, Seniors and Active Living) CDC protocols.
- v. The Contractor must be available to meet with the Health Protection Directorate quarterly as required to discuss and address needs, concerns, etc.
- vi. The Contractor must provide the Project Authority (or assigned designate) with monthly reports on available stock of BCG and Tubersol and immediate notification of anticipated shortages of TB meds, BCG or Tubersol.
- vii. The Contractor must provide the Project Authority (or assigned designate) documentation on shipping (date, time, method) and site receiving (date, time) (closed chain of custody) of all ordered emergency CDC medications.

## 2.6 NIHB Supplier Requirements

- i. The NIHB rates committed to in this Contract **must** be billed through the National NIHB Claims Processor, along with the eligible actual acquisition product costs. **Rates for the NIHB program are established within this Contract but will not be paid through this agreement.**
- ii. All clients' prescription information must be entered into the Manitoba Drug Program Information Network (DPIN) as long as the patient has a Personal Health Identification Number (PHIN).
- iii. Should a PHIN not be available at the time of filling the prescription, efforts must be made (with

appropriate documentation) to obtain the information. The Contractor must bill other parties as first payer when applicable. NIHB is supplemental to benefits that clients are entitled to from other plans.

- iv. The Contractor must provide product(s) to clientele at all nursing stations for emergencies within 24 hours, and in non-urgent situations within 7 calendar days.
- v. The Contractor must provide collaborative care plan development for patient drug management and coordination of patient and drug information sharing with Nursing Stations regularly. The Contractor will work with nurses and Pharmacy-Clerks in maintaining to provide information for patient charts, information of drugs and drug recalls.
- vi. The Contractor must guarantee delivery of product to the patient and the nursing station, with a chain of signatures available to government personnel who may request access to this information (closed chain of custody).
- vii. Chain of custody of patient specific medications will remain the custody of the pharmacy until that patient picks up the medication. In the event a FNIHB Nurse signs for patient specific medication, the prescription will still remain custody of pharmacy. The signature will only indicate the prescription was received at destination and not that FNIHB is taking ownership of the medication.
- viii. The Contractor must provide professional prescription services as per the practice of pharmacy in Manitoba as regulated by the College of Pharmacists of Manitoba (CPhM) to the remote communities and facilities that ensures clientele access to safe, cost-efficient rates for products.
- ix. The Contractor will work with physicians serving the northern communities to review interchangeability of medical supply and equipment (MS&E) supplies and pharmaceuticals to analyze and utilize cost effectiveness in providing products to First Nation clients.
- x. Interchangeability for products not on the Manitoba Formulary but listed elsewhere (where similar cheaper products are available and are recognized by NIHB), must be discussed with attending physicians (unless this ability for the pharmacists has been recognized by the CPM) to achieve cost savings that are supported by provincial professional authorities.
- xi. The Contractor must train and may be required to employ Community Aid Workers in the First Nation communities (as approved by the Project Authority or assigned designate) in Appendix A.
- xii. The Contractor must track medications if never picked up by visiting each of the communities once per fiscal year to ensure any and all outdated patient specific medications are properly disposed. In the event that a community decides to choose another pharmacy all outdated medications must be returned to the Contractor prior to the new pharmacy taking over a specific community.
- xiii. Shipping and receiving for NIHB items is the responsibility of the Contractor and is included in the NIHB rates for providing prescription medications, over-the counter medications and medical supplies and equipment. No additional charges will be paid.
- xiv. It is expected scheduled routine shipping of patient specific medications are in place. Where there may be situations that the Contractor has to ship emergency items no additional

compensation will be authorized.

- xv. Prescriptions received by the Contractor that they do not have the expertise to fill may be subcontracted out. The responsibility of shipping the finished product remains that of the Contractor. Prescriptions would be billed by the subcontracted pharmacy through the national NIHB claims processor.
- xvi. The Contractor, working with all facilities, must review and develop distribution processes that, when possible, take advantage of 90-100 day distribution supplies for the delivery of chronic medication where patients are stable. This must be documented in the patient profile.
- xvii. The Contractor must have a refill notification and refill management system that provides the highest level of care for remote First Nation clients, and addresses cost efficiencies for products dispensed and shipped.
- xviii. The Contractor must provide a service that addresses dosing irregularities, and provides specialized packaging for medication needs by clients and health professionals that is cost effective to the Program. (e.g., Lasix: to be dispensed separately from main bubble packs because of variable dosing)
- xix. The Contractor must have the ability to provide current medication profiles to the nurses and physicians at the client facilities in either hard copy or electronic file format, as requested by the Project Authority.
- xx. The Contractor, as requested must work with professionals in Manitoba to address discharge coordination from hospitals or other programs to ensure the health and safety of people returning to their home communities or other areas.

Helpful Links to NIHB Product Supply Information:

Medical Supply & Equipment Information Link: [http://www.hc-sc.gc.ca/fniah-spnia/pubs/nihb-ssna/\\_medequip/2017-equipement-medical-fouritures-medicales/index-eng.php](http://www.hc-sc.gc.ca/fniah-spnia/pubs/nihb-ssna/_medequip/2017-equipement-medical-fouritures-medicales/index-eng.php)

Drug Benefit List for NIHB: <http://www.healthycanadians.gc.ca/publications/health-system-systeme-sante/nihb-drug-list-2016-liste-medicaments-ssna/index-eng.php>

## **2.7 In-Community Training**

- i) Provide to First Nation clients at minimum one (1) education/information session per community, per annum, held in the community to build strong and healthy working relationships.
- ii) Develop and implement a safe medication practices program working with community leadership, FNIHB, and patients. This program should include community medication disposal programs, and community medication sweeps every six (6) months.
- iii) These training sessions are to be charged as fee-for-service and must be preapproved by Indigenous Services Canada Project Authority or designate.

## **2.8 Out-Patient Dispensing (OPD) Requirements**

- i. Contractor is responsible for creating and implementing an Out-Patient Dispensing (OPD) Program. This program will supply the nursing stations with prepacked medications to be prescribed based on the Clinical Practice Guidelines (CPG) and dispensed by nurses working in capacity for FNIHB. Only drugs approved by FNIHB and found listed in the FNIHB Nursing Station Formulary and Drug Classification System may be stocked.
- ii. These OPD drugs will be paid by adjudicating to NIHB.
- iii. The NIHB rates committed to in this Contract **must** be billed through the National NIHB Claims Processor, along with the eligible actual acquisition product costs. **Rates for the NIHB program are established within this Contract but will not be paid through this agreement.**
- iv. All clients' prescription information must be entered into the Manitoba Drug Program Information Network (DPIN) as long as the patient has a Personal Health Identification Number (PHIN).
- v. Should a PHIN not be available at the time of filling the prescription, efforts must be made (with appropriate documentation) to obtain the information. The Contractor must bill other parties as first payer when applicable. NIHB is supplemental to benefits that clients are entitled to from other plans.
- vi. Contractor may be required to hire one or more Nurse Practitioners to oversee the program as well as sign off on the OPD prescriptions.
- vii. OPD program to be implemented within six months of award of contract.

## **2.9 Substance Abuse Programming**

- i) Provide support to opioid agonist therapy, such as Suboxone and methadone.
- ii) Create and implement a clean needle exchange program.



## 2.10 Reporting Requirements

The Contractor must provide the Project Authority with ad hoc reports as requested, the following monthly reports, and an annual roll-up report by region. All reports must include monthly and year-to-date data. Reports must reach the Project Authority within ten (10) working days after month end.

- a) Activity Report detailing support services, including:
  - number of clinical consults during regular hours (08:30-17:00) and after hours,
  - emergency assistance with evacuations and supplies,
  - orientation/education activities, etc. as per services provided under this Contract, and
  - complaints from the public, other health professionals, or the Manitoba Pharmaceutical Association regarding service, professional practice issues, medication dispensing or delivery errors, and product availability problems.
- b) Drug Utilization per Community, including:
  - number of regular shipments and number of items per shipment and cost
  - number of emergency shipments and the medication, reason and shipping cost
  - unusual occurrences (e.g., pharmacy and field errors, shipping and receiving problems)
  - number of returned prescriptions (not delivered to client)
  - BCG/ Tubersol stock supplied to Indigenous Services Canada facilities
  - reports as requested
- c) Annual report by region.
- d) The Contractor must provide the FNIHB Project Authority (or assigned designate) with a monthly update of BCG and Tubersol stock on hand and immediate notification of anticipated shortages of any TB meds, BCG or Tubersol.

The Contractor must meet with the Project Authority (or assigned designate) quarterly to review any concerns/challenges and make all or any appropriate adjustments.

## 1. Additional Information

### 1.1. Indigenous Services Canada

Obligations Indigenous Services Canada will provide:

- a list of Nursing station locations and contact information
- will fax prescriptions from the nursing stations, and other orders from the Winnipeg office to the Contractor
- relevant information as soon as it becomes available in the event of impending nursing station evacuations
- notice of program changes, as well as program information and situational support to problem solving
- accommodations for pharmacists at nursing stations for training and education purposes when prior approval is obtained and if room is available

- ordering information and prior approvals (for non-NIHB services.)
- space within the nursing station to receive, store, and distribute meds being handled by community aid workers

## 1.2. Location of Work and Delivery

The Contractor must be a pharmacy licensed and operating in Manitoba. Services will be provided to the nursing stations as per Annex A. Delivery sites will be as per Annex A and additional delivery sites as requested by Indigenous Services Canada within Manitoba.

## 1.3. Language of Work

The language of work is English.

## 1.4. Special Requirements

- 1) The service model and the processes used by the Contractor must adhere to the terms and conditions of the Regional Agreement with the Manitoba Society of Pharmacists as well as the national NIHB Program, detailed within section 2.1 of the *Pharmacy Claims Submission Kit*: <http://provider.express-scripts.ca/pharmacy/claims-submission-kit>
- 2) All prescriptions for medication filled for individuals by the Contractor are entered into the Drug Programs Information Network (DPIN)
- 3) The Contractor will recognize NIHB as the second payer when it receives prescriptions for individuals who have coverage from:
  - The Workers Compensation Board of Manitoba
  - Manitoba Public Insurance
  - Provincial and Federal correctional centers
  - Other third party payers
- 4) The service model and actions provided by the Contractor must follow all Laws of Canada and in Canada,
- 5) The service model and work provided by the Contractor, must meet all expectations required by Manitoba Health and all associated Associations and Colleges (e.g., College of Pharmacists of Manitoba)
- 6) The Contractor must, and must cause its personnel and any pharmacists it employs or contracts with to be bound by and comply with the provisions of their agreement with the National NIHB Claims Processor and all applicable laws, rules and regulations regarding the practice of pharmacy including, but not limited to applicable rules of practice established by provincial or territorial pharmaceutical colleges, regulatory or licensing authorities. The Contractor must obtain and maintain in good standing, and must cause all pharmacists it employs or contracts with to obtain and maintain in good standing, at all times, all required licenses, certificates and permits that are necessary to allow the Contractor and its pharmacists (as applicable) to undertake the practice of pharmacy and to lawfully dispense medications. The Contractor shall provide evidence of such good

standing, certification and licensure without charge to the National NIHB Claims Processor, Indigenous Services Canada or a designee of the National NIHB Claims Processor or Indigenous Services Canada Project Authority, within five (5) calendar days of written request by such party.

- 7) The Contractor must, and must cause its personnel and any pharmacists it employs or contracts with to be bound by and comply with the provisions of their agreement with the National NIHB Claims Processor and all applicable laws, rules and regulations regarding the practice of pharmacy including, but not limited to applicable rules of practice established by provincial or territorial pharmaceutical colleges, regulatory or licensing authorities. The Contractor must obtain and maintain in good standing, and must cause all pharmacists it employs or contracts with to obtain and maintain in good standing, at all times, all required licenses, certificates and permits that are necessary to allow the Contractor and its pharmacists (as applicable) to undertake the practice of pharmacy and to lawfully dispense medications. The Contractor shall provide evidence of such good standing, certification and licensure without charge to the National NIHB Claims Processor, Indigenous Services Canada or a designee of the National NIHB Claims Processor or Indigenous Services Canada Project Authority, within five (5) calendar days of written request by such party.
- 8) Due to the nature of services provided, all Work described within requires a continuity of services during a transition period from entry into Contract and exit out of the Contract (by Contract end date). This transition period must minimize impacts on continuity of operations ensuring a smooth transition and continuation of all services provided within. All parties involved in the transition must come to an understanding to mutually work together and work to overcome any / all barriers to transition out or into Contract. Constant communication, meetings, and updates must be provided to the Project Authority when requested (mandatory meetings will be required at the beginning of transition).

Transition plans must be provided to the Project Authority (or assigned designate) no later than sixteen (16) weeks prior to Contract end date and the transition of services by the Contractor(s) begin no later than twelve (12) weeks prior to start / end of contract, for an orderly transition from pharmacy (Contractor) to pharmacy (Contractor).

Included in the transition plan but not limited to:

- electronic sample documentation,
- information transfer / IT processes
- procedure manuals for service delivery,
- timing for actions, education plans for all Nursing Stations/other professionals to address the start of the new contract,
- company contacts for issue resolution as work progresses,
- timely accurate medication provision transfer plans
- education plans
- patient centric
- recognizes patients' rights to choose their pharmacy provider
- protects patient privacy
- ensures a minimum amount of interruption during the transition process

Incorporated in the plan is a requirement to respect the right for the patient to select their service provider and a plan to respect patients' private health information records.

Patient consents: 100% of the clients are to be received by new contractor within 1<sup>st</sup> month; upon receipt of these consents the old provider must by end of 2<sup>nd</sup> month have sent these consents to the new provider. Patient prescription transfers shall be in accordance with the directives of the College of Pharmacist of Manitoba.

Should there be any potential in delay at any phase/schedule of the transition plan, the Contractor must notify the Project Authority in writing immediately, outlining the issue(s), concerns, and the Contract at this time must include an immediate action plan to correct the outstanding issue/problem/delay and get the transition plan back on schedule.

This transition plans must provide at minimum, details with dates the components, phases of transition(s), identify key issues, and include milestones and measurable commitments in the schedule. The new contract will start an estimated three (3) months prior to the end of the current contract for a smooth transition.

- 9) The Contractor must, and must cause its personnel and any pharmacists it employs or contracts with to be bound by and comply with the provisions of their agreement with the National NIHB Claims Processor and all applicable laws, rules and regulations regarding the practice of pharmacy including, but not limited to applicable rules of practice established by provincial or territorial pharmaceutical colleges, regulatory or licensing authorities. The Contractor must obtain and maintain in good standing, and must cause all pharmacists it employs or contracts with to obtain and maintain in good standing, at all times, all required licenses, certificates and permits that are necessary to allow the Contractor and its pharmacists (as applicable) to undertake the practice of pharmacy and to lawfully dispense medications. The Contractor shall provide evidence of such good standing, certification and licensure without charge to the National NIHB Claims Processor, Indigenous Services Canada or a designee of the National NIHB Claims Processor or Indigenous Services Canada Project Authority, within five (5) calendar days of written request by such party.
- 10) The Contractor, depending on the model the Contractor must have the appropriate medical supplies and medical equipment wholesaler license and /or other licenses should such be required by the College of Pharmacists of Manitoba and Indigenous Service Canada prior to submitting their bid. Copies of all pharmacist and pharmacy licenses are to be provided as part of the bidding process.
- 11) In the event there is a contradiction between FNIHB policies and practices and the College of Pharmacists of Manitoba, the Association will prevail.

#### Expectations and functions of the Community Aid Workers:

- Picking up shipments from the community shipping depot within one (1) hour of its arrival whenever possible,
- upon arrival at the depot, inspect packages, and report any damage to the shipper PRIOR to taking possession of shipment, then report damage to Contractor,
- ensure that all drugs are stored under proper conditions of sanitation, temperature, light, humidity and ventilation,
- Coordinate patient refills,

- Distribute medications to patients,
- Coordinate patient counselling as required,
- ensure client-specific medications sent to facilities by the Contractor for distribution to clients are securely stored by the Contractor until issued to the clients,
- ensure the removal of outdated, mis-labeled or deteriorated drugs and those recalled from regular stock, for storage in a separate area for appropriate disposal.
- drugs returned by clients should also be stored for appropriate disposal as per the employer's procedures;
- accepts the return of unused drugs for safe and appropriate disposal as per employer's procedures,
- keep records of all clients specific prescriptions ensure that each time a prescription is filled, the transaction is recorded on the refill request form and signed by the patient or their designate, record all drugs designated for return to Contractor.

### **Potential Client Communities**

**Brochet**  
**Berens River**  
**Bloodvein**  
**Cross Lake**  
**Garden Hill**  
**God's Lake Narrows**  
**God's River**  
**Lac Brochet**  
**Little Grand Rapids**  
**Nelson House**  
**Oxford House**  
**Paungassi**  
**Poplar River**  
**Pukatawagan**  
**Red Sucker Lake**  
**Shamattawa**  
**South Indian Lake**  
**Split Lake**  
**St. Theresa Point**  
**Tadoule Lake**  
**Wasagamack**  
**York Landing**



## ANNEX "B" BASIS OF PAYMENT

It is **MANDATORY** that Bidders submit firm prices and or rates for the period of the proposed Contract for all items listed hereafter.

This section, when complete, will be considered as the Bidder's financial proposal.

Bidder's shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

The quantities specified below are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Contract. Rates **MUST** include **ALL** costs associated with providing the service in accordance with the Statement of Work. Annex XX attached herein. GST, if applicable is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

\*The extended price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year one (1), \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00x10%) = \$550.00

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

- i. **MARK-UP** - The difference between the contractor's laid-down cost for a product and its resale price to Canada, Goods and Services Tax and/or the Harmonized Sales Tax excluded. Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses, plus profit.
- ii. **LAID-DOWN COST** - The cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax.

``As and When`` Requested Services

### **TASK AUTHORIZATIONS**

Additional service may be required by the Project Authority (or assigned designate) on and ``as and when`` requested basis and authorized by the Project Authority (or assigned designate). The Work requested must for be for the services as defined within the Statement of Work, Annex A

**PRICING SCHEDULE I**

**Firm All Inclusive rates for scheduled and “as and when” requested services in accordance to Annex A - Statement of Work**

<b>Initial Contract Period: contract award – July 31, 2021</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>A</b>	<b>SCHEDULED SERVICES</b> Pharmacy Support Services to Remote Nursing Stations in Manitoba <i>Maximum Total not to exceed \$100,000.00 annually</i>				
<b>1A</b>	Pharmacy Support Service	12	Month	\$	\$
<b>B</b>	<b>“AS and WHEN” REQUESTED SERVICES - TASK AUTHORIZATION</b>  Storage, Supply, and Shipping;  Shipping is to be coordinated with regular NIHB shipments at <u>NO</u> additional cost. When it cannot be coordinated (e.g. for non-nursing station communities) shipping is paid at actual costs when <u>prior approved in writing</u> by the Project Authority (or assigned designate).  These items are paid under this Contract to a maximum of \$250,000.00 on an “as and when” requested basis (as per Annex A – Statement of Work), including product and fess or mark-up.				
<b>1B</b>	TB Program- Fee for Distribution of stored ISC TB, BCG, & Tubersol	200	Per Shipment	\$	\$
<b>2B</b>	Narcotic Supply- Fee for Dispensing Small Package Narcotic Supply	400	Per Shipment	\$	\$
<b>3B</b>	Storage Fee`s	12	Month	\$	\$

**Mark-Up for NON-NIHB Product Supply to all First Nations Communities** (e.g. pandemic or supply shortage) may be charged at a maximum \_\_\_\_\_% mark-up above actual acquisition cost (e.g. wholesale product cost, actual cost for additional required resources when prior approved.



**PRICING SCHEDULE II  
 BILLED THROUGH NATIONAL NIHB CLAIMS PROCESSOR  
 Firm All-Inclusive rate in accordance to Annex A – Statement of Work**

Initial Contract Period: award – July 31, 2021					
Item No.	Description	Quantity	Unit of Issue	Firm Unit Price	Extended Price
<b>C</b>	<p><b>NIHB Product Supply</b></p> <p>Rates include all;</p> <ul style="list-style-type: none"> <li>• Professional services</li> <li>• Shipping</li> <li>• Receiving, and</li> <li>• Distribution</li> </ul> <p>The RATE becomes the usual and customary rate for <b>all</b> NIHB billing by the Contractor, not just the estimated maximum twenty-two (22) nursing station communities.</p> <p><b>NIHB items are billed through the National NIHB Claims Processor and <u>NOT</u> through the Contract, and must be provided in accordance with NIHB Program policies and procedures (e.g. prior approvals, prescriptions, etc.)</b></p>				
<b>1C</b>	NIHB Prescription Fee	200,000	Per Rx	\$	\$
<b>2C</b>	NIHB OTC Flat Fee	75,000	Per Rx	\$	\$

NIHB Medical Supplies and Equipment Mark-Up may be charged at a maximum \_\_\_\_\_% mark-up above actual wholesale acquisition cost.

**PRICING SCHEDULE I – Option Year 1**

**Firm All Inclusive rates for scheduled and “as and when” requested services in accordance to Annex A - Statement of Work**

<b>Option Year 1- Contract Period: August 1, 2021 - July 31, 2022</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>A</b>	<b>SCHEDULED SERVICES</b> Pharmacy Support Services to Remote Nursing Stations in Manitoba <i>Maximum Total not to exceed \$100,000.00 annually</i>				
<b>1A</b>	Pharmacy Support Service	12	Month	\$	\$
<b>B</b>	<b>“AS and WHEN” REQUESTED SERVICES - TASK AUTHORIZATION</b>  Storage, Supply, and Shipping;  Shipping is to be coordinated with regular NIHB shipments at <u>NO</u> additional cost. When it cannot be coordinated (e.g. for non-nursing station communities) shipping is paid at actual costs when <u>prior approved in writing</u> by the Project Authority (or assigned designate).  These items are paid under this Contract to a maximum of \$250,000.00 on an “as and when” requested basis (as per Annex A – Statement of Work), including product and fess or mark-up.				
<b>1B</b>	TB Program- Fee for Distribution of stored ISC TB, BCG, & Tubersol	200	Per Shipment	\$	\$
<b>2B</b>	Narcotic Supply- Fee for Dispensing Small Package Narcotic Supply	400	Per Shipment	\$	\$
<b>3B</b>	Storage Fee`s	12	Month	\$	\$

**Mark-Up for NON-NIHB Product Supply to all First Nations Communities** (e.g. pandemic or supply shortage) may be charged at a maximum \_\_\_\_\_% mark-up above actual acquisition cost (e.g. wholesale product cost, actual cost for additional required resources when prior approved.

**PRICING SCHEDULE II - Option Year 1  
 BILLED THROUGH NATIONAL NIHB CLAIMS PROCESSOR  
 Firm All-Inclusive rate in accordance to Annex A – Statement of Work**

<b>Option Year 1 - Contract Period: August 1, 2021 – July 31, 2022</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>C</b>	<p><b>NIHB Product Supply</b></p> <p>Rates include all;</p> <ul style="list-style-type: none"> <li>• Professional services</li> <li>• Shipping</li> <li>• Receiving, and</li> <li>• Distribution</li> </ul> <p>The RATE becomes the usual and customary rate for <b>all</b> NIHB billing by the Contractor, not just the estimated maximum twenty-two (22) nursing station communities.</p> <p><b>NIHB items are billed through the National NIHB Claims Processor and <u>NOT</u> through the Contract, and must be provided in accordance with NIHB Program policies and procedures (e.g. prior approvals, prescriptions, etc.)</b></p>				
<b>1C</b>	NIHB Prescription Fee	200,000	Per Rx	\$	\$
<b>2C</b>	NIHB OTC Flat Fee	75,000	Per Rx	\$	\$

NIHB Medical Supplies and Equipment Mark-Up may be charged at a maximum \_\_\_\_\_% mark-up above actual wholesale acquisition cost.

**PRICING SCHEDULE I – Option Year 2**

**Firm All Inclusive rates for scheduled and “as and when” requested services in accordance to Annex A - Statement of Work**

<b>Option Year 2 - Contract Period: August 1, 2022- July 31, 2023</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>A</b>	<b>SCHEDULED SERVICES</b> Pharmacy Support Services to Remote Nursing Stations in Manitoba <i>Maximum Total not to exceed \$100,000.00 annually</i>				
<b>1A</b>	Pharmacy Support Service	12	Month	\$	\$
<b>B</b>	<b>“AS and WHEN” REQUESTED SERVICES - TASK AUTHORIZATION</b>  Storage, Supply, and Shipping;  Shipping is to be coordinated with regular NIHB shipments at <u>NO</u> additional cost. When it cannot be coordinated (e.g. for non-nursing station communities) shipping is paid at actual costs when <u>prior approved in writing</u> by the Project Authority (or assigned designate).  These items are paid under this Contract to a maximum of \$250,000.00 on an “as and when” requested basis (as per Annex A – Statement of Work), including product and fess or mark-up.				
<b>1B</b>	TB Program- Fee for Distribution of stored ISC TB, BCG, & Tubersol	200	Per Shipment	\$	\$
<b>2B</b>	Narcotic Supply- Fee for Dispensing Small Package Narcotic Supply	400	Per Shipment	\$	\$
<b>3B</b>	Storage Fee`s	12	Month	\$	\$

**Mark-Up for NON-NIHB Product Supply to all First Nations Communities** (e.g. pandemic or supply shortage) may be charged at a maximum \_\_\_\_\_% mark-up above actual acquisition cost (e.g. wholesale product cost, actual cost for additional required resources when prior approved.

**PRICING SCHEDULE II - Option Year 2  
 BILLED THROUGH NATIONAL NIHB CLAIMS PROCESSOR  
 Firm All-Inclusive rate in accordance to Annex A – Statement of Work**

<b>Option Year 2 - Contract Period: August 1, 2022 – July 31, 2023</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>C</b>	<p><b>NIHB Product Supply</b></p> <p>Rates include all;</p> <ul style="list-style-type: none"> <li>• Professional services</li> <li>• Shipping</li> <li>• Receiving, and</li> <li>• Distribution</li> </ul> <p>The RATE becomes the usual and customary rate for <b>all</b> NIHB billing by the Contractor, not just the estimated maximum twenty-two (22) nursing station communities.</p> <p><b>NIHB items are billed through the National NIHB Claims Processor and <u>NOT</u> through the Contract, and must be provided in accordance with NIHB Program policies and procedures (e.g. prior approvals, prescriptions, etc.)</b></p>				
<b>1C</b>	NIHB Prescription Fee	200,000	Per Rx	\$	\$
<b>2C</b>	NIHB OTC Flat Fee	75,000	Per Rx	\$	\$

NIHB Medical Supplies and Equipment Mark-Up may be charged at a maximum \_\_\_\_\_% mark-up above actual wholesale acquisition cost.

**PRICING SCHEDULE I – Option Year 3**

**Firm All Inclusive rates for scheduled and “as and when” requested services in accordance to Annex A - Statement of Work**

<b>Option Year 3 - Contract Period: August 1, 2023- July 31, 2024</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>A</b>	<b>SCHEDULED SERVICES</b> Pharmacy Support Services to Remote Nursing Stations in Manitoba <i>Maximum Total not to exceed \$100,000.00 annually</i>				
<b>1A</b>	Pharmacy Support Service	12	Month	\$	\$
<b>B</b>	<b>“AS and WHEN” REQUESTED SERVICES - TASK AUTHORIZATION</b>  Storage, Supply, and Shipping;  Shipping is to be coordinated with regular NIHB shipments at <u>NO</u> additional cost. When it cannot be coordinated (e.g. for non-nursing station communities) shipping is paid at actual costs when <u>prior approved in writing</u> by the Project Authority (or assigned designate).  These items are paid under this Contract to a maximum of \$250,000.00 on an “as and when” requested basis (as per Annex A – Statement of Work), including product and fess or mark-up.				
<b>1B</b>	TB Program- Fee for Distribution of stored ISC TB, BCG, & Tubersol	200	Per Shipment	\$	\$
<b>2B</b>	Narcotic Supply- Fee for Dispensing Small Package Narcotic Supply	400	Per Shipment	\$	\$
<b>3B</b>	Storage Fee`s	12	Month	\$	\$

**Mark-Up for NON-NIHB Product Supply to all First Nations Communities** (e.g. pandemic or supply shortage) may be charged at a maximum \_\_\_\_\_% mark-up above actual acquisition cost (e.g. wholesale product cost, actual cost for additional required resources when prior approved.

**PRICING SCHEDULE II - Option Year 3  
 BILLED THROUGH NATIONAL NIHB CLAIMS PROCESSOR  
 Firm All-Inclusive rate in accordance to Annex A – Statement of Work**

<b>Option Year 3 - Contract Period: August 1, 2023 – July 31, 2024</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>C</b>	<p><b>NIHB Product Supply</b></p> <p>Rates include all;</p> <ul style="list-style-type: none"> <li>• Professional services</li> <li>• Shipping</li> <li>• Receiving, and</li> <li>• Distribution</li> </ul> <p>The RATE becomes the usual and customary rate for <b>all</b> NIHB billing by the Contractor, not just the estimated maximum twenty-two (22) nursing station communities.</p> <p><b>NIHB items are billed through the National NIHB Claims Processor and <u>NOT through the Contract</u>, and must be provided in accordance with NIHB Program policies and procedures (e.g. prior approvals, prescriptions, etc.)</b></p>				
<b>1C</b>	NIHB Prescription Fee	200,000	Per Rx	\$	\$
<b>2C</b>	NIHB OTC Flat Fee	75,000	Per Rx	\$	\$

NIHB Medical Supplies and Equipment Mark-Up may be charged at a maximum \_\_\_\_\_% mark-up above actual wholesale acquisition cost.

## ANNEX "C" INSURANCE REQUIREMENTS

### 1.0 Commercial General Liability Insurance

2. 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.
3. 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.
  - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.



## **2.0 Medical Malpractice Liability Insurance**

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 endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX "D" TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

## **ANNEX “E” EVALUATION CRITERIA**

### **1.1 Technical Evaluation**

- 1.1.1** The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

To facilitate the evaluation of the bid, Canada also 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 paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### **1.2 Mandatory Technical Criteria**

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Yes” or a “No.”

**ATTENTION BIDDERS:**

Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.

Mandatory Technical Criteria		Cross Reference to bid (indicate page #)	Pass	Fail
<b>M1</b>	The Bidders must be located, registered and licensed in the Province of Manitoba to operate a pharmacy.			
<b>M2</b>	The Bidder must provide a pharmacist(s) licensed to practice in the Province of Manitoba.			
<b>M3</b>	The Bidder must provide the appropriate medical supplies and medical equipment wholesaler license and or other licenses required by the College of Pharmacists of Manitoba and Health Canada, or a letter from Health Canada's licensing authority confirming they do not need any licenses for the businesses they will conduct; or, the bidder must demonstrate that activities required to obtain the necessary medical supply and medical wholesaler license(s) or other licenses required by the College of Pharmacists of Manitoba.			
<b>M4</b>	The Bidder must provide permission to the Contracting Authority to obtain information from any jurisdiction in Canada regarding their pharmacists' history, standing and associations.			
<b>M5</b>	The Bidder must be registered as a pharmacy service provider with Non-Insured Health Benefits Health Information Claims Processing System. <a href="http://www.provider.esicanada.ca/pharmacists.html">http://www.provider.esicanada.ca/pharmacists.html</a>			
<b>M6</b>	The Bidder must demonstrate they have a dangerous goods shipping management plan that meets Transport Canada air and road requirements.			

Mandatory Technical Criteria		Cross Reference to bid (indicate page #)	Pass	Fail
<b>M7</b>	The Bidder must provide a reliable monitoring system for drug interactions and medication errors.			
<b>M8</b>	The Bidder must submit a sample of their pharmacy label. The label must be clear, use a legible font and font size, and follow at minimum, Health Canada's Guidance Document: Labelling of Pharmaceutical Drugs for Human Use <a href="http://www.hc-sc.gc.ca/dhp-mps/prodpharma/applic-demande/guide-ld/label_guide_ld-eng.php#a2">http://www.hc-sc.gc.ca/dhp-mps/prodpharma/applic-demande/guide-ld/label_guide_ld-eng.php#a2</a> and be compliant as deemed by the College of Pharmacists of Manitoba			
<b>M9</b>	The Bidder must provide a detailed plan for creating and implementing an Out-Patient Dispensing (OPD) Program. This program will supply the nursing stations with prepacked medications to be prescribed based on the Clinical Practice Guidelines (CPG) and dispensed by nurses working in capacity for FNIHB. Only drugs approved by FNIHB and found listed in the FNIHB Nursing Station Formulary and Drug Classification System may be stocked.			

### 1.3 Point Rated Technical Criteria

Bids meeting all mandatory criteria will be evaluated on the following point rated evaluation criteria. **Bidders must clearly demonstrate in their bid how they meet the following Point- Rated Criteria:**

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
<b>BIDDER EXPERIENCE</b>				
P1	<p>Years of experience of the Bidder in pharmaceutical service delivery (prescriptions to clients including all related elements of this service).</p> <ul style="list-style-type: none"> <li>• 10 or more years - 30 points</li> <li>• 6-9 years - 15 points</li> <li>• 2-5 years - 10 points</li> <li>• Less than 2 years - 5 points</li> </ul>		30	21
<b>UNDERSTANDING, PLAN AND APPROACH</b>				
P2	<p>Provide detailed information regarding the proposed model of service provision and Bidder's value added services (benefit analysis as required) as it relates to the activities or resources of the Bidder.</p> <p>Maximum points will be awarded for attention to a management system that focuses on timely medication delivery process that ensures the highest quality of service to nursing stations and individuals alike – no matter what the service. Depending on the model chosen for service, a benefit analysis should be provided to show how the model to be used will be superior to historical models used in medication provision, or, how the model being introduced is superior to current models used in other areas of Manitoba/Canada.</p> <p>Additional points will be awarded for documentation or proof of certification or recognition regarding qualities that can be shown or have been recognized by external groups, programs, institutions and/or peers.</p>		170	127

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
	<ul style="list-style-type: none"> <li>• Description of resources (people, facility, etc.) available to provide service - <i>max. 40 points</i></li> <li>• External recognition of resources (documentation or proof of certification or Staff/Company recognition) -<i>max. 10 points</i></li> <li>• Model (and benefit analysis) including but not limited to: - <i>max. 120 points</i> <ul style="list-style-type: none"> <li>○ Service and product management</li> <li>○ Dispensing activities / controls</li> <li>○ Packaging / bubble packs</li> <li>○ Staffing and training</li> <li>○ Value added services</li> <li>○ Cost efficiency activities</li> <li>○ Communication / consultation</li> <li>○ Collaborative issue management</li> </ul> </li> </ul>			
P3	<p>Transition work plan that provides, in detail (with dating), the components of the proposal that will be followed to address the smooth transition of service from the present situation/contractor to the proposed new delivery/work service. As per Section 3.4 Special Requirements Statement of Work Annex "A" the transition plan must at minimum include the elements listed in point 7).</p> <p>Information should include but not be limited to:</p> <ul style="list-style-type: none"> <li>- process / plan (transition into Contract and exit of Contract)</li> <li>- sample documentation</li> <li>- procedure manuals for service delivery</li> <li>- timing for actions</li> <li>- education plans for all facilities / other professionals to address the start of the new contract</li> <li>- company contacts for issue resolution as work progresses</li> </ul> <p>Maximum points will be given for clear, comprehensive descriptions of how the new proposal will address all transition issues that may arise (nursing station/ individual). Major time lines (dates) for total transitioning should be provided with a goal of complete transfer of responsibilities being December 31, 2017.</p>		165	131

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
	<p>Points will be deducted for lack of clarity/ poor understanding of process management/ unreasonable time lines/lack of detail in addressing professional issues and providing seamless transition of services</p> <ul style="list-style-type: none"> <li>• Detailed transition plan - <i>max. 60 points</i></li> <li>• Transition of services - <i>max. 30points</i></li> <li>• Information transfer/ IT processes - <i>max. 15 points</i></li> <li>• Timely accurate medication provision transfer plans - <i>max. 30 points</i></li> <li>• Communication/ education - <i>max. 30points</i></li> </ul>			
P4	<p>A detailed transportation and delivery plan that addresses timely and cost effective processes for normal and emergency shipments for nursing station and consumer stock.</p> <ul style="list-style-type: none"> <li>• Understanding of the transportation networks involved in delivering medication and product; plan to ensure timely delivery of product - <i>max. 20 points</i></li> <li>• Detailed plan that describes appropriate packaging, shipping, tracking and accountability processes for product security from pharmacy to nursing station (or other distribution point) to clients or professionals - <i>max. 30 points</i></li> <li>• Understanding of the human and financial implications of actions and efforts required to ensure timely product delivery; emergency plans to address emergency shipments, missed shipments, and drug emergencies -<i>max. 30 points</i></li> <li>• Understanding of handling unique goods that may be sensitive to temperature extremes - <i>max. 20 points</i></li> </ul> <p>Description of process to train, and maintain community based resources (community aid workers) to accept and distribute products at nursing stations, or work in the north if part of a different distribution mechanism - <i>max. 50 points</i></p>		150	120



	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
	<p><i>(should a different delivery mechanism be suggested other than using the nursing stations, the 20 points noted in this question should be used in the points above that deal with training of staff, hiring of staff, upkeep of facilities to distribute medication)</i></p> <p><b>This area is extremely important</b> because of the distance factor in this contract. There can be no mistakes in medication delivery. Customer death could be the result.</p>			
P5	<p>Provide a backup/contingency/disaster plan that will guard against service interruptions to nursing stations and client specific prescription delivery for any scenarios that may occur such as station closures, computer break-downs, disaster and pandemic planning.</p> <p>The plan should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• List of potential risks <i>-max. 10 points</i></li> <li>• Communication plans prior to, during and post any problems <i>-max.20 points</i></li> <li>• Services to ensure the provision of chronic medication in the event of a nursing station closure. <i>-max. 20 points</i></li> <li>• Pandemic planning <i>-max. 20 points</i></li> <li>• Actions to deal with computer problems or electrical outages <i>-max. 10 points</i></li> <li>• Continuing care for individuals who may be relocated to various areas of Manitoba and groups that the contractor would involve or work with to ensure continuing care for all clientele. <i>-max. 20 points</i></li> <li>• Understanding of situation and any specialized planning that is necessary <i>-max. 20 points</i></li> </ul>		120	105

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
	Bidder would not be expected to list every problem they may encounter while working with this contract, but, they should show their organizational skills as well as their sincerity to following up on any problem to ensure people don't get hurt because of an issue they could have resolved. They should also have a good understanding regarding the types of issues they may face with this contract.			
P6	<p>Provide a backup supply management process for stock shortage and back orders.</p> <ul style="list-style-type: none"> <li>• Understanding of situations and impacts of such that may require specialized planning <i>-max. 10 points</i></li> <li>• Unique planning to address situations discussed <i>-max. 10 points</i></li> </ul>		20	15
P7	<p>Provide a refill notification and refill management system unless the applicant can provide alternative systems of product delivery that provide the highest level of care for remote First Nation clients. Value comparisons must be included in new models that vary from traditional methods of service value that allow for a comparative review of unique proposals.</p> <ul style="list-style-type: none"> <li>• Services that provide timely accurate products <i>-max. 20 points</i></li> <li>• Cost effectiveness of processes / efficiency and effectiveness of system <i>-max. 10 points</i></li> </ul>		30	25
P8	<p>Provide a drug recall management structure to address any drug safety issues in a timely manner.</p> <ul style="list-style-type: none"> <li>• Understanding of situations and impacts of such that may require specialized planning <i>-max. 10 points</i></li> <li>• Unique planning to address situations discussed <i>-max. 10 points</i></li> </ul>		20	15
P9	Provide a description of processes used to ensure efficient and cost effective services for NIHB clients. (Points to be evaluated on realistic descriptions, creativity and impact).		40	30

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
	<p>Points will be given for items such as the following:</p> <ul style="list-style-type: none"> <li>- purchases that will offer NIHB savings from purchasing decisions</li> <li>- products that provide the required therapeutic requirements but are cost effective (e.g.: interchangeability for unique products)</li> <li>- interventions that provide improved patient care with cost saving results</li> <li>- bulk purchasing</li> <li>- maximizing cost recovery of products with limited /expired dating</li> <li>- work location possibilities</li> <li>- product delivery as well as emergency deliveries (how to provide efficiently)</li> <li>- bidders unique cost effective business plan suggestions</li> </ul>			
P10	<p>Provide details on the communication procedure that will be used to provide a pharmacist on call after normal working hours and during the weekend to provide emergency services. (cellular phone, paging system, etc.)</p> <ul style="list-style-type: none"> <li>• description and applicability of communication procedure <i>-max. 10 points</i></li> <li>• contingency plans <i>-max. 5 points</i></li> <li>• information and services available <i>-max. 5 points</i></li> </ul> <p>Resources and response times are very important in this area. Bidder must show they have dedicated staff that will provide the services continuously.</p>		20	15
P11	<p>Outline the education and intervention programs included in their services which may be offered to facilities, professionals, staff and individuals. Locations of programs should be included.</p> <p>Points will be given for an awareness of the issues being addressed, and for the resources made available to help all aspects of service delivery.</p> <ul style="list-style-type: none"> <li>• Resources available (number of people, qualifications, experience, programs and delivery methods) <i>-max. 30 points</i></li> <li>• Presentation of resources, timing, location and mode of delivery <i>-max. 30 points</i></li> </ul>		60	52

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
P12	<p>Provide a collaborative care plan for patient drug management and coordination of patient and drug information sharing with nursing stations.</p> <ul style="list-style-type: none"> <li>• Description and applicability of process <i>-max. 15 points</i></li> <li>• Information and services available <i>-max. 15 points</i></li> </ul>		30	21.50
<b>ORGANIZATION AND MANAGEMENT</b>				
P13	<p>Demonstrate that the Contractor shall provide all the staff necessary to perform all services as specified in the Statement of Work - Annex A, as it pertains to: the team's organization, services to be managed, and proof of the Contractor's resources and capacity to provide additional resources, if and when needed.</p> <p>What the Contractor should provide but not be limited to:</p> <p>a) Overall Contractor's Organization: <i>-max. 10 points</i></p> <p>An organization chart for the Contractor.</p> <p>Key personnel position title and length of time with the Contractor as they relate to assigned roles and responsibilities.</p> <p>b) Team assigned to this Contract: <i>-max. 30 points</i></p> <p>An outline indicating the number of personnel utilized to carry out the services. The number of personnel should be broken down to reflect the number of positions.</p> <p>c) Monitoring of Contractor's Staff <i>-max. 30 points</i></p> <p>A detailed description of the Contractor's intended methods to supervise and monitor the staff to ensure the work performance adheres to the Quality Standards specified in the Request for Proposal. This should include the number of hours for the working Supervisor(s).</p> <p>d) Absenteeism of Contractor's Staff <i>-max. 30 points</i></p> <p>A detailed narrative of how you would remedy the situation if the quality of services that you are providing to the client diminished due to a high level of absenteeism.</p>		100	88.50

	POINT RATED CRITERIA	PAGE	MAX. POINTS	MIN. PASS MARK
<b>QUALITY ASSURANCE</b>				
P14	<p>A demonstration that quality standards described herein shall be strictly adhered to as it relates to the Contractor's commitment towards a quality organization and the contractors method of maintaining and improving quality services.</p> <p>The Contractor should provide but not be limited to:</p> <p>a) Quality Assurance Training <i>-max. 10 points</i></p> <p>Provide detailed description of QA Training and any other courses attended outside the organization given to employees to ensure quality service delivery.</p> <p>b) Resolution of Problems <i>-max. 35 points</i></p> <p>A detailed description of how the Contractor resolves contentious issues related to the quality of services.</p>		45	34
<b>MAXIMUM POINTS AVAILABLE</b>			<b>1000</b>	<b>800</b>

## ANNEX “F” SECURITY REQUIREMENTS – SECURITY REQUIREMENTS CHECKLIST

### Contract Security Clauses:

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
  2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
  3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
  4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization’s premises until written permission from the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
  5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
  6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information.
  7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC.
  8. Any substitute or alternate resource proposed for this contract:
    - a) must be approved by the Departmental Representative; and,
    - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
  9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
  10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
  11. The Contractor must comply with the provisions of the:
    - a) Security Requirements Agreement, attached as Annex G; and
    - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
- Security Requirements Checklist (SRCL) See following pages.**

Contract Number / Numéro du contrat  
 PRF 1000218841  
 Security Classification / Classification de sécurité  
Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>1. Branch / Sector / Direction / Région / Direction générale / Secteur / Direction / Région</b> <b>ISC- First Nations and Inuit Health Branch</b>	<b>2. Contract type / Type de contrat</b> Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :						
<b>3. Brief Description of Work / Brève description du travail</b> Provision of Pharmacy Services (Supply Delivery/Consultations) for the FNHS funded Nursing Stations. : RFP							
<b>4. Contract Amount / Montant du contrat</b> \$ 2,300,000.00	<b>5. Contract Start and End date / Date de début et de fin de contrat</b> August 1, 2020 to / au July 31, 2025						
<b>6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :</b>							
<b>7. Will the supplier require / Le fournisseur aura-t-il :</b>							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
<b>PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS</b>							
<b>8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?                  Le fournisseur sera-t-il tenu de recevoir/stocker sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?</b>							
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui							
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>							
<b>9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information?                  Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?</b>							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui							
<b>9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?                  Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?</b>							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui							
If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
<b>9.3 Will the supplier be required to safeguard COMSEC* information or assets?                  Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?</b>							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui							
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, télécopieur sécurisé)							
<b>10. SUMMARY CHART / TABLEAU RÉCAPITULATIF</b>							
		PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
Category / Catégorie	Please refer to question number / Veuillez vous référer à la question	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Renseignements/biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) / Renseignements/biens (hors site)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) / Renseignements/biens TI (hors site)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - email / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Accès à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis :</b>							
<input type="checkbox"/> N/A / Non requis <input checked="" type="checkbox"/> Reliability / Fiabilité <input type="checkbox"/> Confidential / Confidentiel <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret / Très secret							
<b>11.2 May unscreened personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</b>							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis							
<b>12 Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?</b>							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui							

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Jennifer MacGillivray		Title - Titre Director of Regional Operations	
Telephone No. - N° de téléphone 204-963-4319		Signature <i>Jennifer MacGillivray</i>	
Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel Jennifer.macgillivray@canada.ca	
Date Jan 17, 2020			
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Steven Faench		Title - Titre Contract Security officer	
Telephone No. - N° de téléphone 819-934-2334		Signature <i>Steven Faench</i>	
Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel Steven.Faench@Canada.ca	
Date 2020/02/14			
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out			
16. Procurement Officer / Agente d'approvisionnement			
Name (print) - Nom (en lettres moulées) Sandra Chrapun		Title - Titre Contracting Specialist	
Telephone No. - N° de téléphone 204-984-2314		Signature <i>S Chrapun</i>	
Facsimile No. - N° de télécopieur 204-983-8693		E-mail address - Adresse courriel sandra.chrapun@Canada.ca	
Date Feb 12, 2020			
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Alex Pare-Monderie		Title - Titre AI Manager, security operations	
Telephone No. - N° de téléphone 819 997 3767		Signature <i>Alex Pare-Monderie</i>	
Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel Alexandre.pare-monderie2@Canada.ca	
Date 2020 02-14			

Alexandre.pare-monderie2@Canada.ca



## ANNEX “G” SECURITY REQUIREMENTS AGREEMENT

Company name: \_\_\_\_\_

Request for proposal: 1000218841

Contract: \_\_\_\_\_

### 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

#### 1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>	<b>Protected B</b>
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

#### **Definitions:**

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

#### 1.2 **Transportation**

##### 1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

##### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

#### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

## 3. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

**SECURITY AGREEMENT**

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify CIRNAC/ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of CIRNAC/ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CIRNA/ISC Project Authority:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_