Request for Proposal (RFP)

Provincial Radiopharmacy and Nuclear Medicine Consumable Acquisition

MSNS RFP Number: MSNS130018
Issued Date: September 18, 2013
Closing Date: October 10, 2013

PLEASE NOTE:
Proponents obtaining RFP Documents by direct download from the Procurement Website are responsible for ensuring that they are aware of and have complied with any Addenda issued. This can be done by visiting the Procurement Website at www.gov.ns.ca/tenders.
# Table of Contents

1. **INTRODUCTION** - 5 -

2. **PROFILE** - 6 -

3. **BASIS OF SELECTION - SUPPLIED GOODS MODEL VS. PARTNERSHIP MODEL** - 7 -

4. **REQUEST FOR PROPOSAL FOR SUPPLIED GOODS MODEL** - 9 -

5. **DEFINITIONS** - 9 -

6. **PROPOSED SCHEDULE OF EVENTS** - 9 -

7. **INSTRUCTIONS TO PROPOMENTS** - 9 -

8. **ADDENDA** - 10 -

9. **QUESTIONS** - 10 -

10. **PROPOSAL LAYOUT FOR SUPPLIED GOODS MODEL** - 11 -

11. **PROPOSAL SUBMISSION FOR SUPPLIED GOODS MODEL** - 11 -

12. **MANDATORY PROPOMENTS’ MEETING/SITE EXAMINATION** - 12 -

13. **CLINICAL ACCEPTABILITY** - 12 -

14. **PRODUCT SUPPORT** - 12 -

15. **REFERENCES FOR SUPPLIED GOODS MODEL** - 12 -

16. **BASIS OF SELECTION FOR SUPPLIED GOODS MODEL** - 13 -

17. **ENVIRONMENTAL IMPACT PROCUREMENT** - 13 -

18. **NEWS RELEASES/PUBLIC ANNOUNCEMENTS** - 14 -

19. **NEGOTIATIONS WITH PROPOMENTS** - 14 -

20. **PERIOD OF CONTRACT** - 14 -

21. **ACCEPTANCE/REJECTION** - 15 -
<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>GENERAL TERMS AND CONDITIONS – SUPPLIED GOODS MODEL</td>
<td>17</td>
</tr>
<tr>
<td>23</td>
<td>PROPOSAL SUBMISSION FORM – SUPPLIED GOODS MODEL</td>
<td>19</td>
</tr>
<tr>
<td>24</td>
<td>APPENDIX A1 – SUPPLIED GOODS MODEL PRICING PROPOSAL</td>
<td>20</td>
</tr>
<tr>
<td>25</td>
<td>APPENDIX B1- SPECIFICATIONS - SUPPLIED GOODS MODEL</td>
<td>22</td>
</tr>
<tr>
<td>26</td>
<td>APPENDIX C1 – COMPLIANCE CHECKLIST – SUPPLIED GOODS MODEL</td>
<td>26</td>
</tr>
<tr>
<td>27</td>
<td>APPENDIX D1 - STANDARD FORM CONTRACT FOR SUPPLIED GOODS MODEL</td>
<td>28</td>
</tr>
<tr>
<td>28</td>
<td>SCHEDULE A1 FOR STANDARD FORM CONTRACT FOR SUPPLIED GOODS MODEL</td>
<td>35</td>
</tr>
<tr>
<td>29</td>
<td>APPENDIX E1- SPECIAL TERMS AND CONDITIONS FOR STANDARD FORM CONTRACT FOR SUPPLIED GOODS MODEL</td>
<td>37</td>
</tr>
<tr>
<td>30</td>
<td>APPENDIX F1: FULL DISCLOSURE OF FINANCIAL CONSTRUCTIONS FORM FOR SUPPLIED GOODS MODEL</td>
<td>38</td>
</tr>
<tr>
<td>31</td>
<td>REQUEST FOR PROPOSAL FOR PARTNERSHIP MODEL</td>
<td>41</td>
</tr>
<tr>
<td>32</td>
<td>DEFINITIONS</td>
<td>41</td>
</tr>
<tr>
<td>33</td>
<td>PROPOSED SCHEDULE OF EVENTS</td>
<td>41</td>
</tr>
<tr>
<td>34</td>
<td>INSTRUCTIONS TO PROPOUNENTS</td>
<td>41</td>
</tr>
<tr>
<td>35</td>
<td>ADDENDA</td>
<td>42</td>
</tr>
<tr>
<td>36</td>
<td>QUESTIONS</td>
<td>42</td>
</tr>
<tr>
<td>37</td>
<td>PROPOSAL LAYOUT FOR PARTNERSHIP MODEL</td>
<td>43</td>
</tr>
<tr>
<td>38</td>
<td>PROPOSAL SUBMISSION FOR PARTNERSHIP MODEL</td>
<td>43</td>
</tr>
<tr>
<td>39</td>
<td>MANDATORY PROPOUNENTS’ MEETING/SITE EXAMINATION</td>
<td>43</td>
</tr>
<tr>
<td>40</td>
<td>CLINICAL ACCEPTABILITY</td>
<td>44</td>
</tr>
<tr>
<td>41</td>
<td>PRODUCT SUPPORT</td>
<td>44</td>
</tr>
<tr>
<td>42</td>
<td>REFERENCES FOR PARTNERSHIP MODEL</td>
<td>44</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

1.1. Merged Services Nova Scotia (“MSNS”) has been established as an initiative to provide a province-wide, consolidated mechanism to create enhanced value to the healthcare system for Nova Scotia through the effective and efficient delivery of Supply Chain services. The MSNS initiative includes each of the provincial District Health Authorities (“DHAs”) and the Izaak Walton Killam Health Centre (“IWK”). Any reference to MSNS in this Request for Proposals (“RFP”) is a reference to all of the DHAs and the IWK.

1.2. MSNS, working with its constituent DHAs and the IWK, is seeking to consolidate its current multiple purchasing/contract arrangements for the supply of nuclear medicine consumables (the Radiopharmaceuticals) into contractual arrangement(s) which will service the needs of all of its constituent DHAs and the IWK. Transition to this consolidated supply situation may:

- require more than one contract since it may be that no one proponent can supply all required radio-pharmaceuticals; and
- Mean that not all of our constituent DHAs and the IWK become parties to the contracts, which may result from this RFP, at the same time. Specifically, constituent DHAs and the IWK will become parties to any contracts resulting from this RFP only as their current contracts for the supply of Radio-pharmaceuticals expire.

MSNS is also interested in exploring the possibility of entering into a partnership arrangement for the operation of a Provincial radiopharmacy and accordingly is seeking proposals in relation to such a partnership including their proposals as to the impact such a partnership would have on the supply of and pricing for the supply of Radio-pharmaceuticals. While MSNS may decide not to pursue a partnership model at this time and accordingly may not award a contract pursuant to this RFP, any proposal submitted pursuant to section 1.2.2 of this RFP, may in the sole discretion of MSNS, be factored into the scoring of proponents for purposes of the Supplied Goods proposal.

Specifically MSNS is seeking Proposals for the following:

1.2.1 “Supplied Goods Proposal” A solution to supply nuclear medicine consumables for a provincial radiopharmacy to be established at the Halifax Infirmary site of Capital District Health Authority (“Provincial Radiopharmacy”) and/or to individual DHAs/IWK in the Province of Nova Scotia as detailed in this RFP. The detailed scope and form of contract for the Supplied Goods Proposal is set out in Part A of this RFP; and

1.2.2 “Partnership Proposal”: A potential partnership solution with the DHAs/IWK to assist in the operation of the Provincial Radiopharmacy and to also supply nuclear medicine consumables for individual DHAs/IWK in the Province of Nova Scotia as detailed in this RFP. The detailed scope and form of contract for the Partnership Proposal is is set out in Part B of this RFP.

1.3 MSNS has issued this RFP and is conducting this RFP process on behalf of MSNS’s constituent DHAs/IWK in the Province of Nova Scotia. The successful Proponent(s) will enter into a contract(s) with the participating DHAs/IWK for the supply of goods and services or partnership
solution. The participating DHAs/IWK will issue individual purchase orders to cover ordering and payment for the goods and services under any resultant contract(s).

1.4 Proposals shall offer solutions that accommodate the needs addressed in the RFP and which provide the best value for the DHAs/IWK. Proponents may provide a Proposal which addresses the Supplied Goods Proposal or the Partnership Proposal or may propose solutions for both options.

1.5 Any resulting contract(s) from this RFP will include all District Health Authorities/IWK and affiliates in Nova Scotia.

2. PROFILE

2.1. District Profiles are available from the following links:
- Annapolis Valley District Health Authority District 3
- Cape Breton District Health Authority District 8
- Capital District Health Authority District 9
- Colchester East Hants Health Authority District 4
- Cumberland Health Authority District 5
- Guysborough Antigonish Strait Health Authority District 7
- IWK Health Centre
- Pictou County Health Authority District 6
- South Shore District Health Authority District 1
- South West Nova District Health Authority District 2

DHA MAP
3. BASIS OF SELECTION - SUPPLIED GOODS MODEL VS. PARTNERSHIP MODEL

3.1 Without limiting the discretion of MSNS to select the successful Proponent(s) as set forth in this RFP, to assist MSNS in selecting the Supplied Goods Model and/or possibly the Partnership Model, Proposals will be evaluated on the basis of, but not limited to, the following:

3.1.1 Proposals for Part A and/or Part B will first be evaluated based on the Basis of Selection as set forth in the applicable Part to determine the Preferred Proponent(s) for each model.

3.1.2 Upon determination of Preferred Proponent(s) for each model, both models will be compared on the basis of the following:

3.1.2.1 Supplied Goods Model – Combined total price for a 5 year period of all products proposed for supply by the preferred Proponent(s), based on the proposed products, Unit Prices and estimated quantities provided with Appendices A1 and A2; versus

3.1.2.2 Partnership Model – Combined total price for a 5 year period of all products proposed for supply by the preferred Proponent(s), based on the proposed products, Unit Prices and estimated quantities provided with Appendices A1 and A2, less investment value costs indicated within the Partnership proposals contained in Appendix B2.

3.1 For certainty, a Proponent’s points assigned by MSNS to any of the categories in the evaluation process are only one factor for consideration in the selection of a successful Proponent. Proponents are expected to meet all of the mandatory requirements of this RFP. The DHAs/IWK and MSNS understand that in order to obtain all the product required in this RFP, scoring may need to be based on any combination of products/solutions.

3.2 MSNS reserves the right, at its discretion, to clarify any Proposal after the Closing Date by seeking further information from that Proponent without becoming obligated to clarify or seek further information from any or all other Proponents. However, any clarifications sought will not be an opportunity to change a proposal in any substantive manner.
PART A

SUPPLIED GOODS MODEL

REQUESTS FOR PROPOSALS

MSNS RFP Number: MSNS130018
Issued Date: September 18, 2013
Closing Date: October 10, 2013
4. REQUEST FOR PROPOSAL FOR SUPPLIED GOODS MODEL

4.1 Within Part A of this RFP, MSNS is seeking Proposals for the following:

4.1.1 The “Supplied Goods Proposal”: A solution to supply nuclear medicine consumables for a provincial radiopharmacy to be established at the Halifax Infirmary site of Capital District Health Authority (“Provincial Radiopharmacy”) and/or to individual DHAs/IWK in the province of Nova Scotia as detailed in this RFP. The detailed scope of this request is set out in Appendices A1, B1, & F1 & Contract Appendices D1 & E1 along with Schedule A1.

5. DEFINITIONS

5.1. Contract:
Any reference to Contract in this RFP is a reference to any legally binding agreement which may be executed between the successful Proponent and the DHAs/IWK which sets forth the terms and conditions governing the supply of goods and services contemplated by this RFP as finally agreed between the parties.

5.2. Proponent:
Means an entity that submits a proposal in response to this RFP

6. PROPOSED SCHEDULE OF EVENTS

6.1. The following key dates (subject to change) shall apply to this RFP process.

- Issue Date: September 18, 2013
- RFP Documents available to Proponents: September 18, 2013
- Mandatory Proponent’s Meeting/Site Exam: September 26, 2013
- Questions Due Date: October 3, 2013
- Closing Date: October 10, 2013
- Proposal Review/Reference Check: TBD
- Tentative Clinical Evaluations: TBD
- Tentative Award Date: TBD
- Tentative Commencement Date of Contract(s): TBD

7. INSTRUCTIONS TO PROPOUNENTS

7.1. Sealed proposals shall be signed, executed, and dated and shall be directed to:

Kimberley Weagle
Merged Services Nova Scotia, Strategic Sourcing
C/o Fishermen’s Memorial Hospital
P.O. Box 1180
14 High Street
Lunenburg, Nova Scotia   B0J 2C0

No later than 1430 Hours Local Atlantic Time on October 10, 2013 (the “Closing Time”)
In case of dispute as to time requirements stipulated in this RFP, the hospital system clocks at the Fishermen’s Memorial Hospital shall be taken as accurate.

7.2 No faxed or emailed proposals will be accepted.

7.3 Package exterior shall clearly be designated “RESPONSE TO RFP” including the full contact and address information stipulated in clause 7.1 above.

7.4 Proposals received after the Closing Time will not be accepted and will be returned unopened.

7.5 Proposals shall be delivered in one package. It is the Proponent’s sole responsibility to ensure their proposal is received when, where and how it is specified in the RFP. MSNS and the individual DHAs/IWK are not responsible for lost, misplaced or incorrectly delivered proposals. All proposals will be date and time stamped upon receipt pursuant to clause 7.1 above.

7.6 Each submission shall include nine (9) CDs and one (1) printed copy of your proposal. This electronic copy shall contain, in electronic format, all information included in your hard copy proposal. Any electronic presentations or information shall be provided in Microsoft Office format or viewable with Adobe Acrobat Reader. Audiovisual information shall be viewable using Microsoft Media Player. Failure to provide this electronic copy will be reflected in scoring completed in the proposal evaluation process and could result in the proposal being deemed non-compliant and removed from further consideration in the process. In the event of a discrepancy between the paper copy of the proposal and the electronic copy, the electronic copy will be deemed the accurate version.

7.7 Proposals received which have not been signed in all the prescribed places are deemed non-compliant and will be rejected. If the Proposal is non-compliant and is rejected, MSNS will forward a letter of non-compliance to the Proponent upon completion/cancellation of the RFP process.

8. ADDENDA

8.1 MSNS may issue addenda to the RFP (“Addenda”) at any time up to the Closing Date. All Addenda shall form part of the RFP.

8.2 All Proponents are responsible for ensuring:
   8.3.1 They are aware of the Addenda issued,
   8.3.2 They include copy (s) of all Addenda in their proposal, and
   8.3.3 They have complied with any Addenda.

9. QUESTIONS

9.1 All questions or concerns regarding the regarding the contents of this RFP shall be directed, by means of email only, to:
9.2 Questions received in advance of the above date and time will be answered, by way of addenda, which will be posted no later than five (5) days prior to the closing date for this RFP. NOTE: Effort will be made to provide responses within 72 hours of receipt of the questions.

9.3 Questions received in any manner other than as outlined above or questions received after the above cut-off date and time will NOT be answered. All inquiries and other communications with health district officials throughout the solicitation period are to be directed ONLY in the manner outlined above. Non-compliance with this requirement may (for that reason alone) result in disqualification of your proposal.

9.4 Questions and responses, whether in writing or verbal, are for information purposes only and shall not form part of this RFP unless contained in a written addendum to the RFP issued by MSNS. For certainty, MSNS will not consider and is not responsible in any way for information provided verbally by any Proponent.

10. PROPOSAL LAYOUT FOR SUPPLIED GOODS MODEL

10.1 Proponents will submit Proposals in the following format and save on their CD as follows:

- Tab 1 – Supplied Goods Model Proposal - Completed Copy of Entire RFP Documentation as per Section 11.2
- Tab 2 – Supplied Goods Model Proposal - Detailed Proposed Solution

11. PROPOSAL SUBMISSION FOR SUPPLIED GOODS MODEL

11.1 Estimated quantities in Appendix A1 are for proposal purposes only. District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s). Proponents should note that MSNS in its sole discretion may accept only part of a Proposal depending on the scoring of individual product lines.

11.2 Proponents providing solutions to the Supplied Goods Model request shall complete the entire RFP documentation within Part A of this RFP and submit their completed copy under TAB 1 as referenced in Section 10 of this RFP.

11.3 Proponents shall describe any discounts structures and indicate the incentives to use these structures.

11.4 MSNS maintains the right to make copies or forward via email all Proposals for its internal evaluation process and provide copies to the Evaluation Committee, and staff advisors and representatives of the Department of Health and Wellness and other government departments, which may support the Evaluation Committee.
12. MANDATORY PROPONENTS’ MEETING/SITE EXAMINATION
12.1 All Proponents shall attend a Mandatory Proponents’ Meeting on September 26, 2013 at 10:00 am in Room 1613B located in the Veteran’s Memorial Building of the Halifax Infirmary Site.

12.2 Failure to attend shall result in your proposal being declared invalid.

12.3 Minutes summarizing this meeting will be issued as an addendum and will be posted to www.gov.ns.ca/tenders website prior to RFP closing. These minutes will form part of the RFP documents.

12.4 A Site Examination/tour of the provincial Radiopharmacy site will occur during the first part of the Proponents’ Meeting.

12.5 All costs incurred by Proponents to attend the Mandatory Proponents’ Meeting/Site Examination are the responsibility of the Proponents.

13. CLINICAL ACCEPTABILITY
13.1 MSNS and the District Health Authorities/IWK shall have the right to evaluate any product/consumable offered within a proposed solution(s), as required, for a period of not less than one month prior to an award under this RFP.

13.2 Any product/consumable deemed to be clinically unacceptable by MSNS and the District Health Authorities/IWK will be removed from the proposed solution for the involved proponent. MSNS in its sole discretion may award and enter into contracts by item(s), or part thereof.

13.3 All costs to participate and supply product for the Clinical Evaluation period evaluations are the responsibility of the Proponent(s).

14. PRODUCT SUPPORT
14.1 Proponents shall include in their Proposal details of technical, user, and product support which will be made available for the duration of any contract resulting from this RFP at no additional cost to the contract.

15. REFERENCES FOR SUPPLIED GOODS MODEL
15.1 Proponents providing Supplied Goods Model solutions are required to provide the following:
15.1.1 Each proposal should include the names, addresses, telephone numbers, contact names and email addresses for a minimum (3) businesses, preferably Canadian, (expected minimum 1 District Health Authority or healthcare facility) as stated in the criteria for references. These references should attest to prior or current service with the supplier, within the last three (3) years.
16. BASIS OF SELECTION FOR SUPPLIED GOODS MODEL

16.1 Without limiting the discretion of MSNS to select the successful Proponent(s) as set forth in this RFP, to assist in the assessment of Proposals, Supplied Goods Model Proposals will first be evaluated on the basis of, but not limited to, the following:

16.1.1 The following item(s) may be individually scored based on line item:
   Pricing 30 points

16.1.2 The following item(s) may be scored based on overall Proponent’s response:
   Delivery Date/Product Supply 25 points
   Long Term Supply Chain Availability of Generators/Kits/Supplies 25 points
   Clinical Efficiencies-Cost Effectiveness 20 points
   Range of Radiopharmaceutical Products 15 points
   Flexibility of Service Delivery 15 points
   Education/Training/Research Services 5 points
   References 5 points

16.1.3 Proponent’s score for each category of 16.1.2 will be added to each individual score for 16.1.1 to obtain an overall score for each individual product offered with a Proponent’s proposed solution.

16.1.4 Overall scores of 16.1.3 will be averaged to determine an overall score for a Proponent’s proposed solution.

16.1.5 In the event the highest average scored proposed solution does not offer the complete product line required, highest individual scores of 16.1.3 of the remaining product line will then be averaged to determine the next highest scored Proponent for these product line(s). This method will continue until all Product lines are achieved.

16.1.6 The Proponent(s) with the highest average(s) will move on to the Supplied Goods Model vs. Partnership Model comparison stage described in Section 3 of this RFP.

16.2 For certainty, a Proponent’s points assigned by MSNS to any of the foregoing categories in the evaluation process are only one factor for consideration in the selection of successful Proponent(s). Proponents are expected to meet all of the mandatory requirements of this RFP. The DHAs/IWK and MSNS understand that in order to obtain all the product required in this RFP, scoring may need to be based on any combination of products/solutions.

16.3 MSNS reserves the right, at its discretion, to clarify any Proposal after the Closing Date by seeking further information from that Proponent without becoming obligated to clarify or seek further information from any or all other Proponents. However, any clarifications sought will not be an opportunity to change a proposal in any substantive manner.

17. ENVIRONMENTAL IMPACT PROCUREMENT

17.1 As environmentally concerned organizations, the DHAs/IWK are committed to participating in sustainable practices that impact our community and our world, and improving the environment
through the integration of environmental performance considerations into the procurement process including planning, acquisition, use and disposal. The DHAs/IWK recognize that value for money includes the consideration of many factors such as cost, performance, availability, quality, and environmental performance and that the application of this initiative will result in the reduction of lifecycle costs. The benefits of environmentally responsible procurement are:

17.1.1 Reduction in harmful or hazardous gas and waste emissions and air contaminants;

17.1.2 Support of reuse and recycle initiatives;

17.1.3 Improved utilization of natural resources; and

17.1.4 Support of a healthier working environment for employees through the purchase of environmentally preferable goods and services.

18. NEWS RELEASES/PUBLIC ANNOUNCEMENTS

18.1 Proponents shall not make news releases or public announcements concerning this RFP or the awarding of the contract without the written consent of MSNS and then, only in coordination with MSNS.

19. NEGOTIATIONS WITH PROPONENTS

19.1 Depending on the Proposal that MSNS has determined represents the best value for the DHAs/IWK, prior to award, negotiations will occur in the following manner:

19.1.1 If a single Partnership or Supplied Goods Solution is favorable, MSNS will enter into negotiations with the preferred Proponent for the final terms and conditions of the applicable supply contract/ partnership agreement. If the MSNS is unable to reach an agreement satisfactory to MSNS, in its sole discretion, MSNS will suspend or terminate negotiations with the first preferred Proponent and to proceed with negotiations with the next preferred Proponent. For certainty, MSNS shall have no liability to any other Proponent as a result of such negotiations or modifications.

19.1.2 If a multi-Proponent solution is favorable, the negotiations will occur as follows: MSNS will enter into negotiations for the final terms and conditions of the applicable supply contract/ partnership agreement with the first preferred Proponent(s). If MSNS is unable to reach an agreement satisfactory to MSNS, in its sole discretion, MSNS will suspend or terminate negotiations with any Proponent and proceed with negotiations with the next preferred Proponent. For certainty, MSNS shall have no liability to any other Proponent as a result of such negotiations or modifications.

20. PERIOD OF CONTRACT

20.1 The term of the resultant contract(s) will be five (5) years with an option of renewing at the end of the five (5) year term for additional one (1) year periods, up to an additional two (2) years. The successful Proponent(s) will maintain the quoted prices for the duration of the contract.

20.2 Estimated quantities in Appendix A1 are for proposal purposes only. District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s).
20.3 Depending upon award(s) and existing expiration dates of current contracts, a phased in approach to the awarded solution(s) will occur. Proponent(s) will be required to maintain flexibility for phasing in all awarded supply of goods and services. Current contracts may need to be aligned within the award process so that DHAs /IWK moving forward to the new contract(s) will not incur penalties from existing contracts but will be able to obtain the benefits of the contract(s) resulting from this RFP. Any such phased in approach will be addressed in the contract(s) resulting from this RFP.

20.4 During the term of the contract(s) resulting from this RFP, successful Proponent(s) may have the opportunity to add items, make changes to the goods/services supplied or make changes to the awarded contract. Any such changes will be effected only by written agreement with MSNS’s constituent entities.

21. ACCEPTANCE/REJECTION

21.1 MSNS appreciates the efforts of all interested Proponents in preparing Proposals in response to this RFP. All Proponents agree that their Proposals are valid for a period of not less than one hundred eighty (180) days from the Closing Date.

21.2 Notice of award will be posted to www.gov.ns.ca/tenders for Proponents not successful in obtaining the contract.

21.3 Contract(s) may be multisource and awarded to one (1) or more Proponents.

21.4 A debriefing will be provided only if requested in writing to the person identified in Section 7.0 – Instructions to Proponents within 30 days of the notification of contract award. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to the other submissions will be protected.

21.5 Notwithstanding anything contained elsewhere in this RFP, including any schedules or attachments hereto, this RFP is subject to the following terms and conditions, all of which the Proponent is deemed to accept without qualification by the Proponent’s submission of a proposal in response to this RFP:

21.5.1 Discretionary Process: MSNS shall have sole and absolute discretion to:

21.5.1.1 modify or amend the RFP, including without limitation the schedule for the RFP process, the proposal requirements, or any other terms, whether material or not.

21.5.1.2 suspend or cancel this RFP at any time.

21.5.1.3 reject any or all proposals submitted in response to this RFP.

21.5.1.4 accept any proposal which in any manner, whether substantially or in a non-substantial or minor way, fails to conform to or comply with any of the requirements of this RFP, whether or not such requirements are expressed in
mandatory terms, or reject any proposal for any such non-conformity or non-compliance.

21.5.1.5 enter into post-submission negotiations and discussions with any one or more Proponent(s) regarding price, project scope, or any other term of a Proponent’s submission, and such other terms as MSNS may require, and to request additional information and clarification regarding any proposal. MSNS has no obligation to notify any Proponent of such negotiations.

21.5.1.6 modify the scope of the work or any component thereof subsequent to the date for submission of proposals, whether in the context of negotiations or otherwise.

21.5.1.7 discontinue any negotiations at any time.

21.5.2 Evaluation and Selection: MSNS shall have sole and absolute discretion to:

21.5.2.1 assess any proposal on the basis of any one or more of the selection criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by MSNS.

21.5.2.2 undertake a comparative evaluation of any proposals received and evaluate such proposals based on considerations which, in the sole opinion of MSNS, would yield to the DHAs/IWK the best value.

21.5.2.3 select any proposal considered by MSNS to be in its best interests or the most satisfactory, including without limitation the lowest or any price proposal.

21.5.3 No Liability:

21.5.3.1 Proponents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material in response to this RFP, including without limitation the costs of any in-person presentation of proposals at a location designated by MSNS, and all costs incurred by a Proponent during the selection process and any negotiations.

21.5.3.2 No Proponent shall have any claim against MSNS or the DHAs/IWK (individually or jointly) for any compensation of any kind whatsoever as a result of participating in this RFP process whether through preparation of or submittal a Proposal or otherwise, including without limitation any claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty, including without limitation any allegation that MSNS or the DHAs/IWK has breached an obligation to abide by stipulated eligibility requirements, if any, for participation in this RFP process, or any other cause of action whatsoever. The Proponent shall indemnify and hold the DHAs/IWK harmless from and against all costs, actions, suits, claims, losses, expenses (including legal costs), liabilities, or damages arising from any action or omission of the Proponent, or by its servants, agents, employees, or students in relation to all matters arising out of this RFP process, including
proceedings of any kind or nature for the alleged infringement of intellectual property rights, save and except to the extent caused by the negligence or willful misconduct of the DHAs/IWK, their servants, agents, or employees.

21.5.4 **No Implied Terms:** No term or condition shall be implied, including without limitation based upon any industry or trade practice or custom or any practice or policy of the DHA’s/IWK which is inconsistent or conflicts with the provisions contained in these RFP conditions.

21.5.5 **Governing Law:** This RFP and proposals shall be deemed to have been made in the Province of Nova Scotia and shall be construed and interpreted in accordance with the laws thereof.

22.**GENERAL TERMS AND CONDITIONS – SUPPLIED GOODS MODEL**

22.1 The successful Proponent (s) will be required to execute a contract with the DHAs/IWK in the form set out at Appendix D1, as applicable. The Proponent (s)’ proposal **shall** be attached as a **schedule** and incorporated by reference into the contract to the extent applicable.

22.2 **In accordance with Sections 3 & 16 Basis of Selections, in order for a proposal in response to the RFP to be considered compliant, in addition to fulfilling the mandatory technical requirements of this RFP, the Proponent acknowledges that the resultant contract(s) will be subject to the Terms and Conditions of the RFP including the standard form of contract(s).**

22.3 In submitting a Proposal, the Proponent acknowledges its acceptance of each of the following terms and conditions whether or not these are incorporated into the Contract between successful proponent(s) and MSNS.

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<th>1. Any information contained in a proposal that is considered confidential by the Proponent should be clearly identified as confidential. MSNS and its representatives <strong>shall</strong>, to the extent permitted by law, respect the confidential nature of any information so identified.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. The Proponent agrees that it <strong>shall</strong> not seek information regarding this RFP or any proposals or decisions relating to this RFP by application under the Freedom of Information and Protection of Privacy Act (Nova Scotia). The Proponent acknowledges that all information and records relating to this procurement process may be released to the Proponent only at the discretion of MSNS and subject to the procurement process, applicable law and confidentiality concerns.</td>
</tr>
<tr>
<td>3. All costs incurred by a Proponent in the preparation of a proposal are the responsibility of the Proponent. MSNS makes no representation or assurance regarding the outcome of proposals, and specifically reserves the right to terminate the RFP without consequence or liability.</td>
</tr>
<tr>
<td>4. References identified in the proposal may be contacted by MSNS or its representatives to substantiate the proposed solution’s capabilities and reliability, vendor performance, and overall service. Proponents are expected to cooperate fully in helping MSNS and its representatives to verify Proponent claims.</td>
</tr>
<tr>
<td>5. All documents, including Proposal, submitted to MSNS become the property of MSNS and are potentially subject to disclosure under the Nova Scotia Freedom of Information and Protection of Privacy Act or otherwise. By submitting a proposal, the Proponent thereby agrees to public disclosure of its content if required or permitted by any applicable laws, regulations or orders [ ]. Any information the Proponent considers ‘confidential information’ because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration but cannot be guaranteed protection from disclosure.</td>
</tr>
<tr>
<td>6. The Proponent represents and warrants that none of the proposal materials infringe any intellectual property rights of third parties.</td>
</tr>
</tbody>
</table>
7. All proposed product (if any) shall comply with and all applicable laws, codes and standards including the Canadian Nuclear Safety Commission. The Proponent shall provide DIN(s) (Drug Identification Number). The Proponent shall ensure the Transport Canada regulations in relation to the Transportation of Dangerous Goods materials are followed.

8. All prices / costs are to be quoted in Canadian dollars and exclusive of any taxes (HST).

9. All freight charges are to be disclosed for the deliveries to District Health Authorities/IWK.

10. MSNS requires monthly-consolidated invoicing where applicable.

11. The Proponent will be responsible for ordering, installation and payment of any special equipment/services/construction required for successful completion of a partnership agreement/solution, if awarded.

12. MSNS reserves the right to terminate any contractual agreement as per the attached contract(s) attached as Appendix D1.

13. The Proponent is required to identify any component of their solution that includes hazardous materials requiring District Health Authorities/IWK to take the environmental or personnel precautions.

14. All Proponents shall provide full-disclosure of any and all funding of “in-kind” programs that have been provided to District Health Authorities, IWK and MSNS. Furthermore all Proponents are required to disclose the name(s) of person(s) employed at MSNS, a DHA or the IWK who is under contract, or represents the Proponent in any capacity which may be viewed as a conflict of interest. See Appendix F1 for further details.

15. The Proponent confirms that they have no outstanding or pending litigation, action, claim, demand or cause of action against a District Health Authority, IWK and MSNS which in any way relates to the subject matter of the RFP or which relates to the supply of goods and services to any DHA, the IWK or MSNS. Proponent shall disclose in their Proposal any outstanding claims or litigation against the Proponent initiated by any DHA, the IWK or MSNS of any kind whatsoever in the ten (10) years preceding submission of the Proposal.

16. A Proponent’s Proposal Submission form shall be signed by an authorized signing officer of or authorized person for the Proponent certifying that all information contained in the proposal is accurate and agreeing to comply with all of the terms, conditions and provisions of the RFP.

17. MSNS encourages the use of electronic data interchange for business transactions; therefore, Proponents are requested to include a description of their capabilities and experience with electronic data interchange. Proponent should also include any discount structure they offer with this.

18. Proponents submitting proposals hereby certify that the Proponent’s business is fully compliant with the Personal Information Protection and Electronic Documents Act (Canada), the Freedom of Information and Protection of Privacy Act, the Personal Health Information Act and the Personal Information International Disclosure Act. Proponents submitting proposals hereby certify that all information necessary to allow MSNS to determine compliance with the Personal Information International Disclosure Act has been provided to MSNS.

ACKNOWLEDGED AND AGREED:
_____________________________ (Proponent Name)

Per: _________________________________________
(Authorized Signing Authority for Proponent)

____________________   (Date)
23. **PROPOSAL SUBMISSION FORM – SUPPLIED GOODS MODEL**

23.1 I/we certify that the facts and representations affirmed in this Proposal are true and accurate and my/our continuing compliance with these requirements is a condition that applies to this RFP and the agreements entered into pursuant to this RFP.

23.2 I/we understand that any Proponent that circumvents this process and initiates any form of discussion with any other representative of MSNS or any DHA/IWK personnel actively involved in evaluating this RFP as per the facilities outlined in [Section 2 - Profile](#) may automatically be eliminated from consideration.

23.3 I/we certify that this Proposal is made without any connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person providing a Proposal for the same work and is in all respect fair and without collusion or fraud.

23.4 Authorized Signature(s)

<table>
<thead>
<tr>
<th>Proponent / Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Print Name:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address of Proponent:</td>
<td></td>
</tr>
</tbody>
</table>
24. APPENDIX A1 – SUPPLIED GOODS MODEL PRICING PROPOSAL

Estimated quantities below are for proposal purposes only. District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s). MSNS reserves the right to award by item(s), or part thereof, and to accept or reject any proposals in whole or in part, if in doing so, the best interest of MSNS and its constituent DHAs/IWK will be served. No liability shall accrue to the DHAs/IWK for its decision in this regard.

### Monthly Generators for January, February, & March of each year; size in GBq (gigabecquerels) and Delivery Location

<table>
<thead>
<tr>
<th>Product</th>
<th>Per month</th>
<th>Per month</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen 11 GBq (Tuesday calibration to be delivered with DHA 9 Gen)</td>
<td>11</td>
<td>11</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Weekly Generators, size in GBq (gigabecquerels) and Delivery Location

<table>
<thead>
<tr>
<th>Product</th>
<th>per week</th>
<th>per week</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen (Friday calibration) 111 GBq</td>
<td>111</td>
<td>111</td>
<td>DHA 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen (Friday calibration) 185 GBq</td>
<td>185</td>
<td>185</td>
<td>DHA 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen (Sun calibration) 277.5 GBq</td>
<td>277.5</td>
<td>277.5</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen (Tuesday calibration) 222 GBq</td>
<td>222</td>
<td>222</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Yearly Usage radioactive products for diagnosis and treatments in GBq (Gigabecquerels)

<table>
<thead>
<tr>
<th>Product</th>
<th>Max GBq</th>
<th>Min GBq</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>GALLIUM</td>
<td>11.1</td>
<td>9.25</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IN111 OXINE</td>
<td>8.325</td>
<td>6.475</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I131 CAPS</td>
<td>44.4</td>
<td>33.3</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I131 ORAL</td>
<td>259</td>
<td>222</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I131 MIBG diag</td>
<td>0.111</td>
<td>0.04</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I131 MIBG tx</td>
<td>22.2</td>
<td>11.1</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I123 radiochem</td>
<td>18.5</td>
<td>14.8</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IN111DTPA</td>
<td>0.148</td>
<td>0.074</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thallium</td>
<td>5.55</td>
<td>4.81</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metastron</td>
<td>0.555</td>
<td>0.37</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCTREOSCAN</td>
<td>6.475</td>
<td>5.55</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Y90</td>
<td>0.37</td>
<td>0.537</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Yearly Usage for C14 Capsules for Urea Breath Test

<table>
<thead>
<tr>
<th>Product</th>
<th>Max caps</th>
<th>Min caps</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>C14 caps</td>
<td>1000</td>
<td>800</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Yearly Usage of Number of Vials of Cold Products (non-radioactive)

<table>
<thead>
<tr>
<th>Product</th>
<th>Max vials</th>
<th>Min vials</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARDIAC IMAGING AGENTS</td>
<td>1600</td>
<td>1400</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GLUCEPTATE</td>
<td>1200</td>
<td>1100</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAA</td>
<td>500</td>
<td>400</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDP</td>
<td>1500</td>
<td>1000</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CERETEC</td>
<td>115</td>
<td>100</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SULPHUR COLLOID</td>
<td>520</td>
<td>350</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMSA</td>
<td>80</td>
<td>60</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAG3</td>
<td>200</td>
<td>150</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTPA</td>
<td>400</td>
<td>350</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GALL BLADDER IMAGING AGENTS</td>
<td>230</td>
<td>200</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVACUATED VIALS</td>
<td>100</td>
<td>80</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ULTRATAG</td>
<td>60</td>
<td>40</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Yearly Usage Number of Patient Administration Sets Single Units (50 units/box)

<table>
<thead>
<tr>
<th>Product</th>
<th>Max units</th>
<th>Min units</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAS</td>
<td>300</td>
<td>200</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

When completing the above chart, Proponents are to comply with the following:

1. Proponents are to separately indicate if there will be any additional costs not outlined above.
2. Shipping fee costs **shall** be a blended cost across the province to all DHAs/IWK.
3. Indicate the cost of shipping if not sent with generator for the all other products.
4. All products purchased by District 2 (South West Nova District Health Authority) and District 8 (Cape Breton District Health Authority) will be shipped directly to each DHA. These districts will be part of this contract; however, their products will not be phased into the Provincial Radiopharmacy Halifax location portion of this RFP.
5. During the phased in approach as defined in Sections 20.3 & Appendix B1 of this RFP, products will be shipped directly to each site. As each participating DHA joins the Provincial Radiopharmacy due to current contract expiration and logistic arrangements, their requirement for individual generators will be combined in the above totals to DHA 9 and will be shipped directly to Halifax. If the cost to ship directly to each site is different than the overall completed phased Provincial Radiopharmacy cost as indicated in the above chart, provide the increase/decrease in shipping costs until the phased in approach has been completed.
6. Please outline the delivery costs to ship kits to each site as well as outline the delivery costs to ship all kits to one site.
Provide responses to the following:

<table>
<thead>
<tr>
<th>The primary objectives to be met are as follows:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- provision of a high standard of product(s);</td>
<td></td>
</tr>
<tr>
<td>- flexibility for long-term viability;</td>
<td></td>
</tr>
<tr>
<td>- user satisfaction;</td>
<td></td>
</tr>
<tr>
<td>- cost control of all aspects of obtaining an image;</td>
<td></td>
</tr>
<tr>
<td>- patient satisfaction;</td>
<td></td>
</tr>
<tr>
<td>- proven after sales support by the successful supplier(s); and</td>
<td></td>
</tr>
<tr>
<td>- consistent meeting of delivery needs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Provide your policy on notification of supply disruption.</th>
<th></th>
</tr>
</thead>
</table>

| Proponent **shall** provide a detailed plan on the long term sustainability of generators and kits for the duration of the contract. How do you guarantee the supply of generators in the future and ability to meet our demand? How can you guarantee a consistent supply of generators for the province of NS, even in times of potential shortage? |  |

| How many plants are you able to source generators from? Please provide the location of the plants. |  |

| Are there any surcharges associated with potential shortages? If so, please outline detailed costs. |  |

| During times of shortages, if the District Health Authorities/IWK incurs penalties from other vendors, indicate if your company will cover the cost of the penalties. |  |

| Indicate your company’s range of nuclear medicine products and your ability to supply other products as a third party vendor. |  |

<p>| Provide the product specifications for your proposed radiopharmaceuticals including shelf life of the product, product name if different from our generic terminology, etc... |  |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>List all potential changes/modifications to the storage/use systems required to accommodate your products.</td>
<td></td>
</tr>
<tr>
<td>Describe the type of Generators your company can supply. Include the mechanism and supplies to elute the generator.</td>
<td></td>
</tr>
<tr>
<td>Provide a company statement on any clinical efficiencies and cost effectiveness your company can provide.</td>
<td></td>
</tr>
<tr>
<td>State the features that are unique and/or exclusive of this product.</td>
<td></td>
</tr>
<tr>
<td>All QC kits for kit product will be supplied at no charge. If the company is unwilling to do this, they <strong>shall</strong> specify the cost.</td>
<td></td>
</tr>
<tr>
<td>Provide your company’s protocol or mechanisms to address quality assurance issues.</td>
<td></td>
</tr>
<tr>
<td>Shielding containing depleted uranium is not acceptable. Provide confirmation that depleted uranium is not used and indicate the make-up of the shielding.</td>
<td></td>
</tr>
<tr>
<td>Required calibration/delivery dates of your proposed generators offered <strong>shall</strong> be the following:</td>
<td></td>
</tr>
<tr>
<td>- DHA 2 (Yarmouth) – Friday Calibration &amp; Delivered Sunday</td>
<td></td>
</tr>
<tr>
<td>- DHA 8 (Cape Breton) – Friday Calibration &amp; Delivered Sunday</td>
<td></td>
</tr>
<tr>
<td>- DHA 9 (Capital) – Sunday Calibration &amp; Delivered Monday (First Shipment) before 4 am Atlantic Standard Time</td>
<td></td>
</tr>
<tr>
<td>- DHA 9 (Capital) – Tuesday Calibration &amp; Delivered Wednesday before 4 am Atlantic Standard Time</td>
<td></td>
</tr>
<tr>
<td>Provide confirmation your company can calibrate and deliver as indicated above.</td>
<td></td>
</tr>
</tbody>
</table>
Proponents are requested to state lead-time required for each item quoted.

The successful Proponent will maintain enough stock to fulfill each order within one week of placement of said order.

Provide your company’s policy on product recall.

What is your shipping policy and guarantee for on-time delivery during inclement weather?

Indicate your company’s solution to late product delivery when/if the District Health Authorities/IWK incurs a penalty from other affected parties.

Provide your return policy on unused expired kits for credit.

Flexibility of service delivery. Is your company in agreement to allow for a phased in approach to the Provincial Radiopharmacy. Initially kits will be delivered to each DHA and once the service is fully operational, the delivery of kits would be centralized to one location (with the exception of DHA 2 & 8 as their products will always be shipped directly to each DHA).

The Proponents shall state fully and in detail the extent of training to be provided to the operating and technical staff in the use of their product. Any costs involved shall be clearly defined in the proposal. The successful Proponent will be required to instruct those designated by the various imaging departments, with regards to the use of their product. The successful Proponent shall provide the requested application support necessary to ensure a smooth transition to their product.

Impact on teaching and training/research services with regards to radiopharmaceutical production and sciences.
The following dates and sites are being provided as a snapshot to Proponents in order to provide a better understanding of the possible Phased in Approach for the delivery locations of the generators and contract ordering dates. Currently, kits will be shipped as per Appendix A1. As per Section 21.2, depending upon award(s) and existing expiration dates of current contracts, a phase in approach to the awarded solution(s) will occur. Successful Proponent(s) shall maintain flexibility for phasing in all awarded supply of goods and services.

For Provincial Radiopharmacy located in the Halifax Infirmary Site

Proposed Start Date: **January 1, 2014**
Participating DHAs: Capital District Health Authority,
IWK,
South Shore District Health Authority
Annapolis Valley District Health Authority

Proposed Start Date: **January 1, 2014**
Participating DHA: Pictou County Health Authority

Proposed Start Date: **January 1, 2014**
Participating DHA: Colchester East Hants Health Authority

Proposed Start Date: **TBD**
Participating DHA: Guysborough Antigonish Strait Health Authority

For the Provincial Contracts delivered directly to their respective sites:

Proposed Start Date: **January 1, 2014**
Participating DHA: South West Nova District Health Authority

*Proposed Start Date: **January 1, 2014**
Participating DHA: Cape Breton District Health Authority

*Note: See Section 21.2 for additional contract information.

Proponents are to provide the manufacturers’ recommended guidelines for sterilization/disinfection purposes. Include a list of disinfection products that are acceptable for use.
26. APPENDIX C1 – COMPLIANCE CHECKLIST – SUPPLIED GOODS MODEL

26.1 This form shall be completed and included as part of all submissions.

26.2 Proposals to include the following table, indicating with a checkmark (✓) that the proposal meets the compliancy criteria, and providing your proposal page number that contains information to verify that the criteria has been met.

26.3 A preferred method to responding to this RFP would be for a Proponent to include a copy of the RFP in its entirety and that compliance to each mandatory section is expressed explicitly. NOTE: This does not eliminate the requirement to fully complete this form as per the above instructions.

<table>
<thead>
<tr>
<th>RFP Section No.</th>
<th>Compliancy Criteria</th>
<th>Proposal Page No.</th>
<th>Compliancy Check Mark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 4</td>
<td>Request for Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Basis of Selection – Supplied Goods vs Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Proposed Schedule of Events</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Instructions to Proponents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Addenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Questions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Proposal Submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Mandatory Proponents’ Meeting/Site Examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Clinical Acceptability</td>
<td></td>
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<tr>
<td>14</td>
<td>Product Support</td>
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<td>15</td>
<td>References</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Basis of Selection for Supplied Goods Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>New Releases/Public Announcements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Negotiations with Proponents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Period of Contract</td>
<td></td>
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<td>Acceptance/Rejection</td>
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<td>General Terms and Conditions – Supplied Goods Model</td>
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<td>Proposal Submission Form – Supplied Goods Model</td>
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<td>24</td>
<td>Appendix A1 Supplied Goods Model Pricing Proposal</td>
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<td>25</td>
<td>Appendix B1 Specifications – Supplied Goods Model</td>
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<td>26</td>
<td>Appendix C1 Compliancy Checklist – Supplied Goods Model</td>
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<td>Appendix D1 Standard Form Contract for Supplied Goods Model</td>
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<td>Schedule A1 Standard Form Contract For Supplied Goods Model</td>
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<td>29</td>
<td>Appendix E1 Special Terms and Conditions for Standard Form Contract for Supplied Goods Model</td>
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<td>Appendix F1 Full Disclosure of Financial Contributions Form For Supplied Goods Model</td>
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*Failure to provide the required information may result in the submitted proposal being declared invalid.*
THIS AGREEMENT MADE ON THE ____ day, of ________, 2013, at LUNENBURG, NOVA SCOTIA.

BETWEEN:

SOUTH SHORE DISTRICT HEALTH AUTHORITY, SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY, ANNAPOLIS VALLEY DISTRICT HEALTH AUTHORITY, COLCHESTER EAST HANTS HEALTH AUTHORITY, CUMBERLAND HEALTH AUTHORITY, PICTOU COUNTY HEALTH AUTHORITY, GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY, CAPE BRETON DISTRICT HEALTH AUTHORITY, CAPITAL DISTRICT HEALTH AUTHORITY, all body corporates pursuant to the Health Authorities Act (hereinafter each referred to as a “DHA”), and IZAAK WALTON KILLAM HEALTH CENTRE, a body corporate pursuant to the Izaak Walton Killam Health Centre Act (hereinafter referred to as the “IWK”), (the DHAs and the IWK hereinafter collectively referred to as “MSNS”)

- AND -

____________________________ , (hereinafter referred to as the “Supplier”)

WHEREAS MSNS issued Request for Proposals #MSNS130018, Provincial Radiopharmacy and Nuclear Medicine Consumable Acquisition (the “RFP”), on June 19th, 2013 for the provision of a Provincial Radiopharmacy and Nuclear Medicine Consumable Acquisition for Supplied Goods.

WHEREAS the Supplier(s) was/were the successful Proponent(s) to the RFP, and MSNS has accepted the proposal of the Supplier(s) dated ________, subject to the modifications set out herein.

WHEREAS the Supplier has agreed to supply goods for MSNS in accordance with the requirements, terms and conditions of this agreement (the “Agreement”)

NOW THEREFORE, the parties agree as follows:

1. STATEMENT OF WORK

The goods to be supplied shall be in accordance with the scope and deliverables set out in the RFP and Supplier’s response to the RFP as amended by the parties where applicable (“RFP Response”), attached as Schedule “C” to this agreement. The RFP Response is hereby incorporated by reference and forms an integral part of this Agreement.

This Agreement shall be comprised of the following documents (the “Contract Documents”), listed in order of precedence:
In the event of any inconsistencies in the Contract Documents, the documents shall be read in the above order of precedence, commencing with #1, to the extent of any inconsistency.

1.2 The Goods to be supplied by the Supplier under this Agreement (the “Supplied Goods”) shall be in accordance with the Contract Documents.

2. DELIVERY

The Supplier shall deliver the Supplied Goods as required by the Contract Documents. The Supplied Goods shall be supplied in accordance with all applicable industry standards and best practices.

3. CONTRACTING AGENT

Any changes to this Agreement shall be authorized in writing by the Contracting Agent. The Supplier is not to supply goods in excess of or outside the scope of Supplied Goods as defined in this Agreement based on verbal or written requests or instructions from any personnel other than the officer designated below:

Contracting Agent
MSNS Category Manager

4. TECHNICAL CONTACT

The MSNS’s Technical Contact, identified below, shall be the inspection authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the inspection authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of this Agreement and the remainder of the Contract Documents as described in Section 1 and to the satisfaction of the inspection authority, as submitted, the inspection authority shall have the right to reject such report, document, good or service or require its correction at the sole expense of the Supplier before recommending payment. Any communication with the Supplier regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

Technical Contact
Manager of Capital District Health Authority’s Nuclear Medicine Department

5. INDEPENDENT SUPPLIER

The parties hereby agree and acknowledge that the Supplier is engaged as an independent supplier and is not nor shall it be deemed to be an employee or agent of MSNS or any of the DHAs/IWK.
6. ACCOUNTS AND AUDIT

The Supplier shall keep proper accounts and records of the cost to the Supplier of The Supplied Goods and of all expenditures or commitments made by the Supplier in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto (the “Accounting Records”). The Supplier shall keep the Accounting Records for a period of five (5) years following completion of this Agreement or termination of the Supplier's services.

All Accounting Records shall at all times during the retention period stipulated above be open to audit, inspection and examination by the authorized representatives of MSNS, who may make copies and take extracts thereof. The Supplier shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of MSNS may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

7. REPRESENTATIONS AND WARRANTIES

The Supplier hereby warrants and represents that it has full right, power, and authority to enter into and fully perform all aspects of this Agreement without impediment. If the Supplier is a corporation, it shall continuously be a corporation in good standing in the jurisdiction of its incorporation.

8. INDEMNIFICATION

The Supplier shall indemnify and save harmless MSNS and each individual DHA/IWK and their affiliates, officers, employees, independent contractors, subcontractors, agents, and assigns from all cost, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature including proceedings of any kind or nature for the infringement or alleged infringement of any intellectual property right or patent based upon the use of anything or invention protected by any intellectual property protection, based on, occasioned by, or attributable to anything done or omitted to be done by the Supplier, its directors, officers, employees, independent contractors, subcontractors, members, partners, volunteers, agents, and assigns in connection with this Agreement.

9. INTELLECTUAL PROPERTY

Data
Supplier shall comply with all laws, regulations, standards or duties which apply to the collection, storage, processing, disclosure or use of MSNS data under, without limitation, the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information International Disclosure Protection Act (Nova Scotia), the Freedom of Information and Protection of Privacy Act (Nova Scotia), the Hospitals Act (Nova Scotia) and the Personal Health Information Act (Nova Scotia), in each case as from time to time amended, supplemented or replaced. All MSNS data shall be held within Canada, and Supplier agrees that no MSNS data under its custody or control shall be made subject to the USA Patriot Act or any similar act or law of a foreign jurisdiction. From time to time, MSNS may, in its sole discretion move, or direct Supplier to move, any MSNS data held by Supplier from the current computer environment to any other MSNS-preferred computer environment, whether hosted internally or by a third party.

Intellectual Property Rights
Supplier agrees that the work products, including without limitation documents, spreadsheets, templates and materials produced specifically for MSNS in the performance of Services and production of deliverables under this Agreement, or any order (collectively, the “Work Products”) are and shall remain the sole and
exclusive property of MSNS. Supplier **shall** not sell, transfer, publish, disclose or otherwise make any of the Work Products available to third parties without MSNS’s prior written consent. Without limiting the generality of the foregoing:

(a) All rights, including but not limited to copyright and all other intellectual property rights, in all Work Products **shall** be the sole and absolute property of MSNS in perpetuity. MSNS **shall** have the perpetual and exclusive right throughout the world to reproduce and use the Work Products in any manner without any further payment to, or consent of, Supplier; and

(b) Supplier hereby assigns and conveys to MSNS absolutely the Work Products and all rights therein, including but not limited to copyright and all other intellectual property rights, except insofar as any Work Products and all rights therein are already owned by MSNS or any third party; and

(c) Supplier waives all moral rights in the Work Products in favour of MSNS.

Except insofar as any Work Products and all rights therein are already owned by MSNS or any third party, Supplier hereby warrants that it owns and controls all rights in the Work Products, as necessary to assign and waive all rights in favor of MSNS as above, and that the consent of no other person or entity (including without limitation no resource personnel and no Sub-Supplier) is required.

**10. PERSONAL INFORMATION**

The Supplier acknowledges that information about identifiable individuals, including but not limited to resident Veterans/patients of MSNS ("Personal Information") has, is or may be disclosed to the Supplier for the sole purpose of the Supplier carrying out The Supplied Goods to MSNS pursuant to this Agreement. Accordingly, the Supplier **shall** exercise all reasonable precautions (and in no event less than those generally used in the health care industry) to protect Personal Information from unauthorized access, disclosure, copying, use or modification and, in any event, treat any information which is "personal information" as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) (or substantially similar legislation enacted in Nova Scotia) and the *Freedom of Information and Protection of Privacy Act* (Nova Scotia) and the *Personal Health Information Act* (Nova Scotia), as amended, in accordance with these Acts.

The Supplier agrees to maintain a privacy policy, acceptable to MSNS and to indemnify MSNS for all damages, costs and expenses incurred by MSNS as a result of a failure of the Supplier to comply with its obligations under this Section.

The Supplier further agrees:

(a) to use the Personal Information for the sole purpose of providing goods and/or services to MSNS pursuant to this Agreement and not to use the Personal Information for its own benefit and not to disclose the Personal Information or the knowledge of the existence of the Personal Information and use by the Supplier to any other third parties, without MSNS's prior written consent;

(b) upon request of MSNS, to cease any and all use of the Personal Information and to return or destroy the Personal Information in a manner agreed to by MSNS; and
(c) upon reasonable request of MSNS, to provide information pertaining to the Supplier's handling of Personal Information demonstrating that the Supplier is compliant with this Agreement and relevant legislation regarding Personal Information, including, but not limited to:
   (i) the Supplier’s privacy policy; and
   (ii) Information regarding any complaints against the Supplier to federal or provincial privacy commissioners or provincial departments of health.

11. CONFIDENTIALITY

The Supplier shall further keep private, treat as confidential, and not make public or divulge during as well as after the expiry or earlier termination of this Agreement, any information or material to which the Supplier, its directors, officers, employees, Sub-Suppliers, members, partners, volunteers, agents, and assigns become privy as a result of acting under this Agreement, without the prior written consent of MSNS.

12. TERM & TERMINATION

The Term of this Agreement shall be from ________________ to ________________ [OR: “as described in the RFP, in Section 20 – Period of Contract.”]

The following termination conditions shall apply to this Agreement:

(a) Termination for Convenience. Notwithstanding anything contained in this Agreement, MSNS may terminate this agreement at any time for convenience by providing written notice to the Supplier. In the event of termination for convenience, MSNS shall pay the Supplier contract fees earned, and unavoidable expenses incurred to date of notice of termination, but not to exceed those unavoidable expenses incurred, if any, for a sixty (60) calendar day period following provision of notice of termination.

(b) Termination by MSNS for Cause. Where the Supplier is in default in carrying out any of its obligations under this Agreement, MSNS may, upon giving written notice to the Supplier, terminate for cause the whole or any part of this Agreement, at the expiration of a 30 calendar day cure period, if the Supplier has not cured the default to the satisfaction of MSNS within that cure period.

(c) Termination Due to Bankruptcy. Where the Supplier becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Supplier or an order is made or a resolution passed for the winding up of the Supplier, MSNS may upon giving notice to the Supplier, immediately terminate for cause of the whole or any part of this Agreement.

(d) Termination by Supplier for Non-Payment. Supplier shall only be entitled to terminate this agreement in the event of non-payment of fees by MSNS and provided that Supplier provides MSNS with 60 days written notice of such failure to pay such fees and the opportunity to cure any non-payment. In the event of a bona fide dispute regarding the payment of fees, the Supplier shall continue to provide the Supplied Goods pending resolution pursuant to the dispute resolution process contained in Section 15.
13. LIMITATION OF LIABILITY AND DAMAGES

In the event this Agreement is terminated, the liability of MSNS is limited to Supplied Goods actually delivered and accepted up to the termination date and specific Services actually conducted and accepted prior to the delivery of the notice of termination. In no event shall MSNS be liable under or in connection with this Agreement for any liability of any kind whatsoever, whether for damages or otherwise including without limiting the generality of the foregoing loss of profit, loss of business opportunity, consequential or indirect damages, exemplary or punitive damages, whether or not the possibility of such loss or damages was disclosed to or could have reasonably been foreseen by such party.

14. FORCE MAJEURE

The Supplier shall not be liable for failure to provide the Supplied Goods, with the exception of failures relating to shortages, if such failure is due to causes beyond its reasonable control if and only if MSNS is notified within 6 months in writing of the existence of such a failure, its causes and the reasons for it being beyond the reasonable control of the Supplier.

The Supplier shall be responsible to develop a collaborative mitigation plan with MSNS and the District Health Authorities/IWK within a six (6) month of notification of the shortage of Supplied Goods.

Any surcharges associated with potential shortages shall be negotiated and agreed by both parties prior to charges being applied.

15. JURISDICTION AND ATTORNMENT/ARBITRATION

In the event the parties are unable to reach a settlement of any dispute arising out of this Agreement, then such disputes shall be settled by binding arbitration by an arbitrator mutually agreed upon by the parties. The arbitration shall be conducted in accordance with the rules under the Commercial Arbitration Act (Nova Scotia). If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the Commercial Arbitration Act (Nova Scotia).

The parties hereby agree that this Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada.

16. MISCELLANEOUS

(a) Headings. The headings used in this Agreement are for the convenience of reference only and shall not be used in the construction or interpretation of this Agreement.

(b) Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or unenforceability of the other provisions hereof.

(c) Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

(d) Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other
provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

(e) ** Entire Agreement.** This Agreement and the Schedules attached hereto or referred to herein, including the RFP and RFP response, constitute the entire agreement and understanding by and between MSNS and the Supplier, and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

(f) ** Survivorship.** The following sections survive expiry or earlier termination of this Agreement:
   - **Section 6** Accounts and Audit;
   - **Section 7** Representations and Warranties;
   - **Section 8** Indemnification;
   - **Section 9** Intellectual Property;
   - **Section 10** Personal Information;
   - **Section 11** Confidentiality;
   - **Section 13** Limitation of Liability and Damages;
   - **Schedule “A1”, Insurance; and**
   - **Schedule “A1”, Errors and Omissions.**

IN WITNESS HEREOF, the parties hereto have executed the Agreement on the date first above written:

MERGED SERVICES NOVA SCOTIA

Per:_____________ Date:__________

Per:_____________ Date:__________

[Supplier name]

Per:_____________ Date:__________

Position: _______________
28. SCHEDULE A1 for STANDARD FORM CONTRACT FOR SUPPLIED GOODS MODEL

(Additional Terms and Conditions)

(A). BASIS OF PAYMENT

The Supplier will be paid the prices indicated at Appendix A1.

The prices shall be firm and inclusive of all costs relating to the performance of the Supplier’s obligations under the Contract.

The Supplier shall provide the Supplied Goods as described in and required by the Contract Documents exclusive of HST.

(B). METHOD OF PAYMENT

Payment will be made by individual participating DHAs/IWK for the Supplied Goods and shall be made within:

(a) thirty (30) days following the date on which all of the Supplied Goods has been delivered at the location(s) specified in the Contract and all other services required to be performed by the Supplier under the terms of the Contract has been completed; or

(b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever is later.

If the individual DHAs/IWK have any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the participating DHA/IWK shall notify the Supplier of the nature of the objection. "Form of the invoice" means an invoice that contains or is accompanied by such substantiating documentation as each DHA/IWK requires.

(C) INVOICING INSTRUCTIONS

(i) Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under this Agreement.

(ii) Monthly Consolidated Invoices shall be submitted on the Supplier’s own invoice form and shall show:

1. the date;
2. name and address as the assigned PO#;
3. Item/reference number, monthly reports and/or description of the Supplied Goods provided for the period of the invoice;
4. Purchase order number; Note: the participating District Health Authorities/IWK will issue individual purchase orders to cover the payment and ordering the goods and services from the resultant MSNS contract(s);
5. The amount invoiced (exclusive of HST) and the amount of HST, as appropriate shown separately;
(6) The quantity shipped;
(7) Unit price
(8) Shipping fees separately priced

(D) INSURANCE
The Supplier shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Nova Scotia and in forms and amounts acceptable to MSNS:

(i) Professional Liability, where applicable, in an amount not less than the value of the $5,000,000 per claim and in the aggregate for this Agreement insuring his liability for errors and omissions in the performance of his professional services including all the Suppliers.

(ii) Comprehensive General liability in an amount not less than $5,000,000.00, inclusive per claim and in the aggregate against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include, but not be limited to non-owned automobile liability and employees as additional insureds.

(iii) Automobile Liability on all vehicles owned, operated or licensed in the name of the Supplier in an amount of not less than $2,000,000.00.

(iv) "All-Risks" Valuable Papers and Records Insurance on all such items pertaining to The Supplied Goods in an amount adequate to enable their reconstruction.

All insurance policies shall state that the coverage provided will not be changed in any material way, cancelled or terminated until thirty (30) days after written notice of such change, cancellation or termination has been given to MSNS.

The Supplier shall, upon MSNS’s request, provide MSNS with acceptable evidence of all required insurance prior to the commencement of the Supplied Goods and shall promptly provide MSNS with a certified true copy of each policy.

The Supplier shall require any and all Sub-Suppliers to have and maintain insurance in the nature and amounts necessary to satisfy the above insurance requirements.

(E) ERRORS AND OMISSIONS
Without limiting any of the Supplier’s liability under this Agreement, it shall be the responsibility of the Supplier to correct, free of charge or expense to MSNS, any errors or omissions in the Supplied Goods, caused by the Supplier, its employees, agents or Sub-Suppliers.
29. APPENDIX E1- SPECIAL TERMS AND CONDITIONS for STANDARD FORM CONTRACT FOR SUPPLIED GOODS MODEL

1.0 TECHNOLOGY/PRODUCT IMPROVEMENTS

MSNS **shall** notify the Supplier of its intent to evaluate New Technology/Product Improvements prior to commencement of an evaluation process. Once notified, the Supplier will then have ten (10) business days to notify MSNS if it has a comparable product. Once the Supplier notifies MSNS that is does not have a comparable product, MSNS reserves the right, to evaluate New Technology/Product Improvements for a period not to exceed three (3) months.

Should, following the evaluation of the New Technology/Product Improvements, MSNS find the New Technology/Product Improvements favorable, MSNS **shall** advise the Supplier of such in writing and the latter will be allowed a period of three (3) months to develop comparable Technology/Product Improvements and submit same to MSNS. Should the New Technology/Product Improvements developed by the Supplier prove to be comparable and competitively priced to that which was introduced by a competitor, MSNS **shall** purchase same from the Supplier.

During the term of the contract(s), the Supplier may have the opportunity to add items, make changes to the goods/services supplied or make changes to the contract. These opportunities will be done in consultations with MSNS and the DHAs/IWK and **shall** be agreed to in writing and signed by both parties as an amendment to the contract.

2.0 WRONG GOODS OR INCORRECT QUANTITIES RECEIVED

The Supplier **shall** correct any discrepancies in either the correct goods or the correct quantity of goods within five (5) business days of notification. There will be no restocking charges for any and all goods either ordered incorrectly or shipped incorrectly which are returned to the supplier. All returns will be shipped back to the Supplier at no cost to MSNS.

3.0 OCCUPATIONAL HEALTH AND SAFETY ACT

a) MSNS is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illnesses. In keeping with this policy, the Supplier (and where applicable, their subcontractors) **shall** be aware of and abide by the Occupational Health and Safety Act and associated regulations prior to commencing, during and after completion of all work activities engaged on or in DHAs/IWK premises.

b) The Supplier **shall** possess and maintain valid WCB coverage and be able to provide proof of same by way of a clearance letter- in good standing from the WCB having jurisdiction. WCB coverage **shall** be maintained during the life of the contract. If the Supplier is based in another province outside of Nova Scotia, the Supplier **shall** provide written confirmation from the WCB of their home province that it has been advised and approves of the Supplier conducting business in another province and that the WCB coverage is extended to those workers in that province.

c) All drivers employed by the Supplier to provide the courier service, **shall** have current certification in the transport of dangerous goods.
APPENDIX F1: FULL DISCLOSURE OF FINANCIAL CONTRIBUTIONS
FORM FOR SUPPLIED GOODS MODEL

(Please Attach Full Details)

**SUPPLIER:**

Period covered: From: ________________
To: ________________

(Note: Shall cover at a minimum the past 12 months).

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FULL DISCLOSURE OF FINANCIAL CONTRIBUTION

We, the undersigned company, represent we are a supplier of products, equipment, and/or services to Merged Services Nova Scotia. As a privilege of conducting business with ______________ (name the District Health Authorities/IWK), we agree to the following terms and conditions:

1. We understand and agree to comply with the Hospitals Purchasing Policies and MSNS.
2. We understand and agree to provide a statement of full Funding Disclosure. This statement fully and accurately discloses all funding provided to any employee, staff member, or other individual of the _____________ (district (s)/IWK) mentioned for the time period indicated. Necessary documentation detailing the type and level of funding is attached.
3. We understand and agree to provide a revised Statement of Full disclosure at a minimum every 12 months or when a contract is renewed. The onus is on our company to ensure that this regular reporting is completed.
4. We understand and agree that failure to identify all funding support in this Statement of Full Funding Support may result in cancellation of any or all contracts in force with the Hospitals, with no penalty to Hospitals.

Supplier: ______________________________

Address: ________________________________
_______________________________________
_______________________________________

Signed: Date: ___________________________

Full Name: _____________________________

Title: _________________________________
PART B

PARTNERSHIP MODEL

REQUESTS FOR PROPOSALS

MSNS RFP Number: MSNS130018
Issued Date: September 18, 2013
Closing Date: October 10, 2013
31. REQUEST FOR PROPOSAL FOR PARTNERSHIP MODEL

31.1 Within Part B of this RFP, MSNS is seeking Proposals for the following:
A “Partnership Proposal”: A solution to partnership with the DHAs/IWK to assist in the
operation of the Provincial Radiopharmacy and to also supply nuclear medicine
consumables for individual DHAs/IWK in the province of Nova Scotia as detailed in this
RFP. The detailed scope of this request is set out in Appendices A2, B2, & F2 &
Contract Appendices D2 & E2 along with Schedule A2.

32. DEFINITIONS
32.1 Contract:
The legally binding agreement executed between the successful Proponent and the DHAs/IWK
which sets forth the terms and conditions governing the supply of goods and services
contemplated by this RFP as finally agreed between the parties.

32.2 Proponent:
Means an entity that submits a proposal in response to this RFP

33. PROPOSED SCHEDULE OF EVENTS
33.1. The following key dates (subject to change) shall apply to this RFP process.
- Issue Date Date: September 18, 2013
- RFP Documents available to Proponents Date: September 18, 2013
- Mandatory Proponent’s Meeting/Site Exam Date: September 26, 2013
- Questions Due Date Date: October 3, 2013
- Closing Date Date: October 10, 2013
- Proposal Review/Reference Check Date: TBD
- Tentative Clinical Evaluations Date: TBD
- Tentative Award Date Date: TBD
- Tentative Commencement Date of Contract(s) Date: TBD

34. INSTRUCTIONS TO PROPONENTS
34.1 Sealed proposals shall be signed, executed, and dated shall be directed to:

Kimberley Weagle
Merged Services Nova Scotia, Strategic Sourcing
C/o Fishermen’s Memorial Hospital
P.O. Box 1180
14 High Street
Lunenburg, Nova Scotia B0J 2C0

No later than 1430 Hours Local Atlantic Time on October 10, 2013 (the “Closing Time”)
- In case of dispute as to time requirements stipulated in this RFP, the hospital system clocks at
the Fishermen’s Memorial Hospital shall be taken as accurate.
34.2 No faxed or emailed proposals will be accepted.

34.3 Package exterior shall clearly be designated “RESPONSE TO RFP” including the full contact and address information stipulated in clause 34.1 above.

34.4 Proposals received after the Closing Time will not be accepted and will be returned unopened.

34.5 Proposals shall be delivered in one package. It is the Proponent’s sole responsibility to ensure their proposal is received when, where and how it is specified in the RFP. MSNS and the individual DHAs/IWK are not responsible for lost, misplaced or incorrectly delivered proposals. All proposals will be date and time stamped upon receipt pursuant to clause 7.1 above.

34.6 Include nine (9) CDs and one (1) printed copy of your proposal. This electronic copy shall contain, in electronic format, ALL information included in your hard copy proposal. Any electronic presentations or information shall be provided in Microsoft Office format or viewable with Adobe Acrobat Reader. Audiovisual information shall be viewable using Microsoft Media Player. Failure to provide this electronic copy will be reflected in scoring completed in the proposal evaluation process and could result in the proposal being deemed non-compliant and removed from further consideration in the process. In the event of a discrepancy between the paper copy of the proposal and the electronic copy, the electronic copy will be deemed the accurate version.

34.7 Proposals received which have not been signed in all the prescribed places are deemed non-compliant and will be rejected. If the Proposal is non-compliant and is rejected, MSNS will forward a letter of non-compliance to the Proponent upon completion/cancellation of the RFP process.

35. ADDENDA

35.1 MSNS may issue addenda to the RFP (“Addenda”) at any time up to the Closing Date. All Addenda shall form part of the RFP.

35.2 Addenda issued by MSNS will be available for viewing on the Procurement Website at www.gov.ns.ca/tenders ONLY.

35.3 All Proponents are responsible for ensuring:
   35.3.1 They are aware of the Addenda issued,
   35.3.2 They include copy (s) of all Addenda in their proposal, and
   35.3.3 They have complied with any Addenda.

36. QUESTIONS

36.1 All questions or concerns regarding the contents of this RFP shall be directed, by means of email only, to:

   MSNS Recipient: Kimberley Weagle
   Email Address: kweagle@ssdha.nshealth.ca
By no later than **1600 HOURS ATLANTIC TIME on October 3, 2013**

36.2 Questions received in advance of the above date and time will be answered, by way of addenda, which will be posted no later than five (5) days prior to the closing date for this RFP. **NOTE:** Effort will be made to provide responses within 72 hours of receipt of the questions.

36.3 Questions received in any manner other than as outlined above or questions received after the above cut-off date and time will **NOT** be answered. All inquiries and other communications with health district officials throughout the solicitation period are to be directed **ONLY** in the manner outlined above. Non-compliance with this requirement may (for that reason alone) result in disqualification of your proposal.

36.4 Questions and responses, whether in writing or verbal, are for information purposes only and shall not form part of this RFP unless contained in a written addendum to the RFP issued by MSNS. For certainty, MSNS will not consider and is not responsible in any way for information provided verbally by any Proponent.

### 37. PROPOSAL LAYOUT FOR PARTNERSHIP MODEL

37.1 Proponents will submit Proposals in the following format and save on their CD as follows:

- Tab 3 – Partnership Model Proposal - Completed Copy of Entire RFP Documentation as per Section 38.2
- Tab 4 – Partnership Model Proposal - Detailed Proposed Solution

### 38. PROPOSAL SUBMISSION FOR PARTNERSHIP MODEL

38.1 Estimated quantities in Appendix A2 are for proposal purposes only. **District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s).** Proponents should note that MSNS in its sole discretion may accept only part of a Proposal depending on the scoring of individual product lines.

38.2 **Proponents providing solutions to the Partnership Model request shall complete the entire RFP documentation within Part B of this RFP and submit their completed copy under TAB 3 as referenced in Section 37 of this RFP.**

38.3 Proponents **shall** describe any discounts structures and indicate the incentives to use these structures.

38.4 MSNS maintains the right to make copies or forward via email all Proposals for its internal evaluation process and provide copies to the Evaluation Committee, and staff advisors and representatives of the Department of Health and Wellness and other government departments, which may support the Evaluation Committee.

### 39. MANDATORY PROPONENTS’ MEETING/SITE EXAMINATION

39.1 All Proponents **shall** attend a Mandatory Proponents’ Meeting on September 26, 2013 at 10:00 am in Room 1613B located in the Veteran’s Memorial Building of the **Halifax Infirmary Site**.
39.2 Failure to attend shall result in your proposal being declared invalid.

39.3 Minutes summarizing this meeting will be issued as an addendum and will be posted to www.gov.ns.ca/tenders website prior to RFP closing. These minutes will form part of the RFP documents.

39.4 A Site Examination/tour of the provincial Radiopharmacy site will occur during the first part of the Proponents’ Meeting.

39.5 All costs incurred by Proponents to attend the Mandatory Proponents’ Meeting/Site Examination are the responsibility of the Proponents.

40. **CLINICAL ACCEPTABILITY**

40.1 MSNS and the District Health Authorities/IWK shall have the right to evaluate any product/consumable offered within a proposed solution(s), as required, for a period of not less than one month prior to an award under this RFP.

40.2 Any product/consumable deemed to be clinically unacceptable by MSNS and the District Health Authorities/IWK will be removed from the proposed solution for the involved proponent. MSNS in its sole discretion may award and enter into contracts by item(s), or part thereof.

40.3 All costs to participate and supply product for the Clinical Evaluation period evaluations are the responsibility of the Proponent(s).

41. **PRODUCT SUPPORT**

41.1 Proponents shall include in their Proposal details of technical, user, and product support which will be made available for the duration of any contract resulting from this RFP at no additional cost to the contract.

42. **REFERENCES FOR PARTNERSHIP MODEL**

42.1 Proponents providing Partnership Model solutions are required to provide the following:

42.1.1 Each proposal should include the names, addresses, telephone numbers, contact names and email addresses for a minimum (3) businesses, preferably Canadian, as stated in the criteria for references. These references should be able to attest to prior or current service with the supplier, within the last three (3) years.

43. **BASIS OF SELECTION FOR PARTNERSHIP MODEL**

43.1 Without limiting the discretion of MSNS to select the successful Proponent(s) as set forth in this RFP, to assist in the assessment of Proposals, Partnership Model Proposals will first be evaluated on the basis of, but not limited to, the following:

43.1.1 In order for a Proponent’s Proposal to qualify under this model, a Proponent shall be the supplier of all Gen Product lines required and supply a minimum of 80% of the
product line required in order for their proposal to be considered for the partnership model request.

43.1.2 The following item(s) may be individually scored based on line item:

- Pricing: 30 points

43.1.3 The following item(s) may be scored based on overall Proponent’s response:

- Delivery Date/Product Supply: 25 points
- Long Term Supply Chain Availability of Generators/Kits/Supplies: 25 points
- Radiopharmaceutical Production Quality: 10 points
- Clinical Efficiencies-Cost Effectiveness: 20 points
- Proposed Construction Plans: 20 points
- Range of Radiopharmaceutical Products: 15 points
- Licensing and Nuclear Medicine Information System: 10 points
- Flexibility of Service Delivery: 15 points
- Education and Research Services: 5 points
- References of Support Model: 5 points
- On-Site Presentations: 10 points

43.1.4 Proponents providing the partnership solution will be expected to provide on-site presentations. These presentations will allow the Evaluation Committee to gain a better understanding of the partnership proposed solution. However, there will not be an opportunity to change your proposal in any substantive matter.

43.1.5 Proponent’s score for each category of 43.1.3 will be added to each individual score for 43.1.2 to obtain an overall score for each individual product offered with a Proponent’s proposed solution.

43.1.6 Overall scores of 43.1.5 will be averaged to determine an overall score for a Proponent’s proposed solution.

43.1.7 In the event the highest average scored proposed solution does not offer the complete product line required, highest individual scores of Supplied Goods Model, Basis of Selection 16.1.3 of the remaining product line(s) will then be averaged to determine the next highest scored Proponent for these product line(s). This method will continue until all product lines are achieved.

43.1.8 The Proponent(s) with the highest average(s) will move on to the Supplied Goods Model vs. Partnership Model comparison stage described in Section 3 of this RFP.

43.2 For certainty, a Proponent’s points assigned by MSNS to any of the foregoing categories in the evaluation process are only one factor for consideration in the selection of successful Proponent(s). Proponents are expected to meet all of the mandatory requirements of this RFP. The DHAs/IWK and MSNS understand that in order to obtain all the product required in this RFP, scoring may need to be based on any combination of products/solutions.

43.3 MSNS reserves the right, at its discretion, to clarify any Proposal after the Closing Date by seeking further information from that Proponent without becoming obligated to clarify or seek
further information from any or all other Proponents. However, any clarifications sought will not be an opportunity to change a proposal in any substantive manner.

44. ENVIRONMENTAL IMPACT PROCUREMENT

44.1 As environmentally concerned organizations, the DHAs/IWK are committed to participating in sustainable practices that impact our community and our world, and improving the environment through the integration of environmental performance considerations into the procurement process including planning, acquisition, use and disposal. The DHAs /IWK recognize that value for money includes the consideration of many factors such as cost, performance, availability, quality, and environmental performance and that the application of this initiative will result in the reduction of lifecycle costs. The benefits of environmentally responsible procurement are:

44.1.1 Reduction in harmful or hazardous gas and waste emissions and air contaminants;

44.1.2 Support of reuse and recycle initiatives;

44.1.3 Improved utilization of natural resources; and

44.1.4 Support of a healthier working environment for employees through the purchase of environmentally preferable goods and services.

45. NEWS RELEASES/PUBLIC ANNOUNCEMENTS

45.1 Proponents shall not make news releases or public announcements concerning this RFP or the awarding of the contract without the written consent of MSNS and then, only in coordination with MSNS.

46. NEGOTIATIONS WITH PROPONENTS

46.1 Depending on the Proposal that MSNS has determined represents the best value for the DHAs/IWK, prior to award, negotiations will occur in the following manner:

46.1.1 If a single Partnership or Supplied Goods Solution is favorable, MSNS will enter into negotiations with the preferred Proponent for the final terms and conditions of the applicable supply contract/ partnership agreement. If the MSNS is unable to reach an agreement satisfactory to MSNS, in its sole discretion, MSNS will suspend or terminate negotiations with the first preferred Proponent and to proceed with negotiations with the next preferred Proponent. For certainty, MSNS shall have no liability to any other Proponent as a result of such negotiations or modifications.

46.1.2 If a multi-Proponent solution is favorable, the negotiations will occur as follows: MSNS will enter into negotiations for the final terms and conditions of [the applicable supply contract/ partnership agreement with the first preferred Proponent(s). If MSNS is unable to reach an agreement satisfactory to MSNS, in its sole discretion, MSNS will suspend or terminate negotiations with any Proponent and to proceed with negotiations with the next preferred Proponent. For certainty, MSNS shall have no liability to any other Proponent as a result of such negotiations or modifications.
47. PERIOD OF CONTRACT

47.1 The term of the resultant contract(s) will be five (5) years with an option of renewing at the end of the five (5) year term for additional one (1) year periods, up to an additional two (2) years. The successful Proponent(s) will maintain the quoted prices for the duration of the contract.

47.2 Estimated quantities in Appendix A2 are for proposal purposes only. District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s).

47.3 Depending upon award(s) and existing expiration dates of current contracts, a phased in approach to the awarded solution(s) will occur. Proponent(s) will be required to maintain flexibility for phasing in all awarded supply of goods and services. Current contracts may need to be aligned within the award process so that DHAs /IWK moving forward to the new contract(s) will not incur penalties from existing contracts but will be able to obtain the benefits of the contract(s) resulting from this RFP. Any such phased in approach will be addressed in the contract(s) resulting from this RFP.

47.4 During the term of the contract(s) resulting from this RFP, successful Proponent(s) may have the opportunity to add items, make changes to the goods/services supplied or make changes to the awarded contract. Any such changes will be effected only by written agreement with MSNS’s constituent entities.

48. ACCEPTANCE/REJECTION

48.1 MSNS appreciates the efforts of all interested Proponents in preparing Proposals in response to this RFP. All Proponents agree that their Proposals are valid for a period of not less than one hundred eighty (180) days from the Closing Date.

48.2 Notice of award will be posted to www.gov.ns.ca/tenders for Proponents not successful in obtaining the contract.

48.3 Contract(s) may be multisource and awarded to one (1) or more Proponents.

48.4 A debriefing will be provided only if requested in writing to the person identified in Section 34 – Instructions to Proponents within 30 days of the notification of contract award. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to the other submissions will be protected.

48.5 Notwithstanding anything contained elsewhere in this RFP, including any schedules or attachments hereto, this RFP is subject to the following terms and conditions, all of which the Proponent is deemed to accept without qualification by the Proponent’s submission of a proposal in response to this RFP:

48.5.1 Discretionary Process: MSNS shall have sole and absolute discretion to:

48.5.1.1 modify or amend the RFP, including without limitation the schedule for the RFP process, the proposal requirements, or any other terms, whether material or not.

48.5.1.2 suspend or cancel this RFP at any time.
48.5.1.3 reject any or all proposals submitted in response to this RFP.

48.5.1.4 accept any proposal which in any manner, whether substantially or in a non-substantial or minor way, fails to conform to or comply with any of the requirements of this RFP, whether or not such requirements are expressed in mandatory terms, or reject any proposal for any such non-conformity or non-compliance.

48.5.1.5 enter into post-submission negotiations and discussions with any one or more Proponent(s) regarding price, project scope, or any other term of a Proponent’s submission, and such other terms as MSNS may require, and to request additional information and clarification regarding any proposal. MSNS has no obligation to notify any Proponent of such negotiations.

48.5.1.6 modify the scope of the work or any component thereof subsequent to the date for submission of proposals, whether in the context of negotiations or otherwise.

48.5.1.7 discontinue any negotiations at any time.

48.5.2 **Evaluation and Selection:** MSNS shall have sole and absolute discretion to:

48.5.2.1 assess any proposal on the basis of any one or more of the selection criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by MSNS.

48.5.2.2 undertake a comparative evaluation of any proposals received and evaluate such proposals based on considerations which, in the sole opinion of MSNS, would yield to the DHAs/IWK the best value.

48.5.2.3 select any proposal considered by MSNS to be in its best interests or the most satisfactory, including without limitation the lowest or any price proposal.

48.5.3 **No Liability:**

48.5.3.1 Proponents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material in response to this RFP, including without limitation the costs of any in-person presentation of proposals at a location designated by MSNS, and all costs incurred by a Proponent during the selection process and any negotiations.

48.5.3.2 No Proponent shall have any claim against MSNS or the DHAs/IWK (individually or jointly) for any compensation of any kind whatsoever as a result of participating in this RFP process whether through preparation of or submittal a Proposal or otherwise, including without limitation any claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty, including without limitation any allegation that MSNS or the DHAs/IWK has breached an obligation to abide by stipulated
eligibility requirements, if any, for participation in this RFP process, or any other cause of action whatsoever. The Proponent shall indemnify and hold the DHAs/IWK harmless from and against all costs, actions, suits, claims, losses, expenses (including legal costs), liabilities, or damages arising from any action or omission of the Proponent, or by its servants, agents, employees, or students in relation to all matters arising out of this RFP process, including proceedings of any kind or nature for the alleged infringement of intellectual property rights, save and except to the extent caused by the negligence or willful misconduct of the DHAs/IWK, their servants, agents, or employees.

48.5.4 **No Implied Terms**: No term or condition shall be implied, including without limitation based upon any industry or trade practice or custom or any practice or policy of the DHAs/IWK which is inconsistent or conflicts with the provisions contained in these RFP conditions.

48.5.5 **Governing Law**: This RFP and proposals shall be deemed to have been made in the Province of Nova Scotia and shall be construed and interpreted in accordance with the laws thereof.

49. **GENERAL TERMS AND CONDITIONS – PARTNERSHIP MODEL**

49.1 The successful Proponent (s) will be required to execute a contract with the DHAs/IWK in the form set out at Appendix D2, as applicable. The Proponent (s)’ proposal shall be attached as a schedule and incorporated by reference into the contract to the extent applicable.

49.2 **In accordance with Sections 3 & 43 Basis of Selections, in order for a proposal in response to the RFP to be considered compliant, in addition to fulfilling the mandatory technical requirements of this RFP, the Proponent acknowledges that the resultant contract(s) will be subject to the Terms and Conditions of the RFP including the standard form of contract(s).**

49.3 In submitting a Proposal, the Proponent acknowledges its acceptance of each of the following terms and conditions whether or not these are incorporated into the Contract between successful proponent(s) and MSNS.

1. Any information contained in a proposal that is considered confidential by the Proponent should be clearly identified as confidential. MSNS and its representatives shall, to the extent permitted by law, respect the confidential nature of any information so identified.

2. The Proponent agrees that it shall not seek information regarding this RFP or any proposals or decisions relating to this RFP by application under the Freedom of Information and Protection of Privacy Act (Nova Scotia). The Proponent acknowledges that all information and records relating to this procurement process may be released to the Proponent only at the discretion of MSNS and subject to the procurement process, applicable law and confidentiality concerns.

3. All costs incurred by a Proponent in the preparation of a proposal are the responsibility of the Proponent. MSNS makes no representation or assurance regarding the outcome of proposals, and specifically reserves the right to terminate the RFP without consequence or liability.

4. References identified in the proposal may be contacted by MSNS or its representatives to substantiate the proposed solution’s capabilities and reliability, vendor performance, and overall service. Proponents are expected to cooperate fully in helping MSNS and its representatives to verify Proponent claims.
5. All documents, including Proposal, submitted to MSNS become the property of MSNS and are potentially subject to disclosure under the Nova Scotia Freedom of Information and Protection of Privacy Act or otherwise. By submitting a proposal, the Proponent thereby agrees to public disclosure of its content if required or permitted by any applicable laws, regulations or orders. Any information the Proponent considers ‘confidential information’ because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration but cannot be guaranteed protection from disclosure.

6. The Proponent represents and warrants that none of the proposal materials infringe any intellectual property rights of third parties.

7. All proposed product (if any) shall comply with and all applicable laws, codes and standards including the Canadian Nuclear Safety Commission. The Proponent shall provide DIN (s) (Drug Identification Number). The Proponent shall ensure the Transport Canada regulations in relation to the Transportation of Dangerous Goods materials are followed.

8. All prices / costs are to be quoted in Canadian dollars and exclusive of any taxes (HST).

9. All freight charges are to be disclosed for the deliveries to District Health Authorities/IWK.

10. MSNS requires monthly-consolidated invoicing where applicable.

11. The Proponent will be responsible for ordering, installation and payment of any special equipment/services/construction required for successful completion of a partnership agreement/solution, if awarded.

12. MSNS reserves the right to terminate any contractual agreement as per the attached contract (s) attached as Appendix D2.

13. The Proponent is required to identify any component of their solution that includes hazardous materials requiring District Health Authorities/IWK to take the environmental or personnel precautions.

14. All Proponents shall provide full-disclosure of any and all funding of “in-kind” programs that have been provided to District Health Authorities, IWK and MSNS. Furthermore all Proponents are required to disclose the name(s) of person(s) employed at MSNS, a DHA or the IWK who is under contract, or represents the Proponent in any capacity which may be viewed as a conflict of interest. See Appendix F2 for further details.

15. The Proponent confirms that they have no outstanding or pending litigation, action, claim, demand or cause of action against a District Health Authority, IWK and MSNS which in any way relates to the subject matter of the RFP or which relates to the supply of goods and services to any DHA, the IWK or MSNS. Proponent shall disclose in their Proposal any outstanding claims or litigation against the Proponent initiated by any DHA, the IWK or MSNS of any kind whatsoever in the ten (10) years preceding submission of the Proposal.

16. A Proponent’s Proposal Submission form shall be signed by an authorized signing officer of or authorized person for the Proponent certifying that all information contained in the proposal is accurate and agreeing to comply with all of the terms, conditions and provisions of the RFP.

17. MSNS encourages the use of electronic data interchange for business transactions; therefore, Proponents are requested to include a description of their capabilities and experience with electronic data interchange. Proponent should also include any discount structure they offer with this.

18. Proponents submitting proposals hereby certify that the Proponent’s business is fully compliant with the Personal Information Protection and Electronic Documents Act (Canada), the Freedom of Information and Protection of Privacy Act, the Personal Health Information Act and the Personal Information International Disclosure Act. Proponents submitting proposals hereby certify that all information necessary to allow MSNS to determine compliance with the Personal Information International Disclosure Act has been provided to MSNS.
ACKNOWLEDGED AND AGREED:
_____________________________ (Proponent Name)

Per: _________________________________________
(Authorized Signing Authority for Proponent)

____________________   (Date)
50. **PROPOSAL SUBMISSION FORM – PARTNERSHIP MODEL**

50.1 I/we certify that the facts and representations affirmed in this Proposal are true and accurate and my/our continuing compliance with these requirements is a condition that applies to this RFP and the agreements entered into pursuant to this RFP.

50.2 I/we understand that any Proponent that circumvents this process and initiates any form of discussion with any other representative of MSNS or any DHA/IWK personnel actively involved in evaluating this RFP as per the facilities outlined in **Section 2 - Profile** may automatically be eliminated from consideration.

50.3 I/we certify that this Proposal is made without any connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person providing a Proposal for the same work and is in all respect fair and without collusion or fraud.

50.4 Authorized Signature(s)

<table>
<thead>
<tr>
<th>Proponent / Company Name</th>
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</tr>
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<tbody>
<tr>
<td>Authorized Signature:</td>
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<tr>
<td>Print Name:</td>
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</tr>
<tr>
<td>Position:</td>
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<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address of Proponent:</td>
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51. **APPENDIX A2 – PARTNERSHIP MODEL PRICING PROPOSAL**

Estimated quantities below are for proposal purposes only. District Health Authorities/IWK will not be bound by these quantities under any resultant contract(s). MSNS reserves the right to award by item(s), or part thereof, and to accept or reject any proposals in whole or in part, if in doing so, the best interest of MSNS and its constituent DHAs/IWK will be served. No liability shall accrue to the DHAs/IWK for its decision in this regard.

<table>
<thead>
<tr>
<th>Monthly Generators for January, February, &amp; March of each year; size in GBq (gigabecquerels) and Delivery Location</th>
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<tbody>
<tr>
<td><strong>Product</strong></td>
</tr>
<tr>
<td>-------------</td>
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<tr>
<td>Gen 11 GBq (Tuesday calibration to be delivered with DHA 9 Gen)</td>
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<table>
<thead>
<tr>
<th>Weekly Generators, size in GBq (gigabecquerels) and Delivery Location</th>
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<tr>
<td><strong>Product</strong></td>
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<tr>
<td>-------------</td>
</tr>
<tr>
<td>Gen (Friday calibration) 111GBq</td>
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<tr>
<td>Gen (Friday calibration) 185 GBq</td>
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<tr>
<td>Gen (Sun calibration) 277.5 GBq</td>
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<td>Gen (Tuesday calibration) 222 GBq</td>
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</table>

<table>
<thead>
<tr>
<th>Yearly Usage radioactive products for diagnosis and treatments in GBq (Gigabecquerels)</th>
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<tbody>
<tr>
<td><strong>Product</strong></td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>GALLIUM</td>
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<tr>
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<td>Metastron</td>
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<td>OCTREOSCAN</td>
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<td>Y90</td>
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### Yearly Usage for C14 Capsules for Urea Breath Test

<table>
<thead>
<tr>
<th>Product</th>
<th>Max caps</th>
<th>Min caps</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
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<tbody>
<tr>
<td>C14 caps</td>
<td>1000</td>
<td>800</td>
<td>DHA 9</td>
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### Yearly Usage of Number of Vials of Cold Products (non-radioactive)

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<th>Product</th>
<th>Max vials</th>
<th>Min vials</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
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<tr>
<td>CARDIAC IMAGING AGENTS</td>
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<td>1400</td>
<td>per DHA</td>
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<td>GLUCEPTATE</td>
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<td>1100</td>
<td>per DHA</td>
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<td>MAA</td>
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<td>1000</td>
<td>per DHA</td>
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<td>per DHA</td>
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<td>230</td>
<td>200</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVACUATED VIALS</td>
<td>100</td>
<td>80</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ULTRATAG</td>
<td>60</td>
<td>40</td>
<td>per DHA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Yearly Usage Number of Patient Administration Sets Single Units (50 units/box)

<table>
<thead>
<tr>
<th>Product</th>
<th>Max units</th>
<th>Min units</th>
<th>Delivery Location</th>
<th>Unit Price (GBq/Cap/Vial/Units)</th>
<th>Blended Shipping Fee</th>
<th>DIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAS</td>
<td>300</td>
<td>200</td>
<td>DHA 9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

When completing the above chart, Proponents are to comply with the following:

1. Proponents are to separately indicate if there will be any additional costs not outlined above.
2. Shipping fee costs shall be a blended cost across the province to all DHAs/IWK.
3. Indicate the cost of shipping if not sent with generator for the all other products.
4. All products purchased by District 2 (South West Nova District Health Authority) and District 8 (Cape Breton District Health Authority) will be shipped directly to each DHA. These districts will be part of this contract; however, their products will not be phased into the Provincial Radiopharmacy Halifax location portion of this RFP.
5. During the phased in approach as defined in Sections 47.3 & Appendix B2 of this RFP, products will be shipped directly to each site. As each participating DHA joins the Provincial Radiopharmacy due to current contract expiration and logistic arrangements, their requirement for individual generators will be combined in the above totals to DHA 9 and will be shipped directly to Halifax. If the cost to ship directly to each site is different than the overall completed phased Provincial Radiopharmacy cost as indicated in the above chart, provide the increase/decrease in shipping costs until the phased in approach has been completed.
6. Please outline the delivery costs to ship kits to each site as well as outline the delivery costs to ship all kits to one site.
MSNS and its constituent DHAs/IWK wishes to enter into a partnership with a Proponent to establish a radiopharmaceutical production facility at the Halifax Infirmary site. This facility will produce products for use in the various facilities within the province of Nova Scotia, with the exception of South West Nova District Health Authority and Cape Breton District Health Authority. South West Nova and Cape Breton District Health Authorities will be part of the provincial pricing agreement but will receive their radiopharmaceuticals directly to each location. Shipment of kits will also be shipped as per Appendix A2; however, measures may be implemented through the duration of this contract period for a more effective and delivery of service approach. The expectation of this possible solution is to negotiate a partnership that fits MSNS and DHA/IWK’s mission of providing efficient and effective Clinical Care, Education and Research. MSNS and the DHAs/IWK will support vendor initiatives around the supply of products to other Nuclear medicine departments within Nova Scotia.

Please note that the requirements below and in the attached appendices regarding the establishment of the facility are provided as MINIMUM requirements only. The successful Proponent(s) will be required to ensure that the facility meets all applicable standards and requirements, including but not limited to, Health Canada’s requirements for an establishment license.

Provide responses to the following:

<p>| The primary objectives to be met are as follows: provision of a high standard of product(s); flexibility for long-term viability; user satisfaction; cost control of all aspects of obtaining an image; patient satisfaction; proven after sales support by the successful supplier(s); and consistent meeting of delivery needs. | Provide your policy on notification of supply disruption. |
| Proponent shall provide a detailed plan on the long term sustainability of generators and kits for the duration of the contract. How do you guarantee the supply of generators in the future and ability to meet our demand? How can you guarantee a consistent supply of generators for the province of NS, even in times of potential shortage? How many plants are you able to source generators from? Please provide the location of the plants? | Describe the type of Generators your company can supply. Include the mechanism and supplies to elute the generator. |</p>
<table>
<thead>
<tr>
<th>Provide a company statement on any clinical efficiencies and cost effectiveness your company can provide.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate your company’s range of nuclear medicine products and your ability to supply other products as a third party vendor.</td>
</tr>
<tr>
<td>Provide the product specifications for your proposed radiopharmaceuticals including shelf life of the product, product name if different from our generic terminology, etc...</td>
</tr>
<tr>
<td>List all potential changes/ modifications to the storage/use systems required to accommodate your products.</td>
</tr>
<tr>
<td>State the features that are unique and/or exclusive of this product.</td>
</tr>
<tr>
<td>All QC kits for kit product will be supplied at no charge. If the company is unwilling to do this, they shall specify the cost.</td>
</tr>
<tr>
<td>Provide your company’s protocol or mechanisms to address quality assurance issues.</td>
</tr>
<tr>
<td>Shielding containing depleted uranium is not acceptable. Provide confirmation that depleted uranium is not used and indicate the make-up of the shielding.</td>
</tr>
<tr>
<td>Required calibration/delivery dates of your proposed generators offered shall be the following:</td>
</tr>
<tr>
<td>• DHA 2 (Yarmouth) – Friday Calibration &amp; Delivered Sunday</td>
</tr>
<tr>
<td>• DHA 8 (Cape Breton) – Friday Calibration &amp; Delivered Sunday</td>
</tr>
<tr>
<td>• DHA 9 (Capital) – Sunday Calibration &amp; Delivered Monday (First Shipment) before 4 am Atlantic Standard Time</td>
</tr>
<tr>
<td>• DHA 9 (Capital) – Tuesday Calibration &amp; Delivered Wednesday before 4 am Atlantic Standard Time</td>
</tr>
<tr>
<td>Provide confirmation your company can calibrate and deliver as indicated above.</td>
</tr>
<tr>
<td>Proponents are requested to state lead-time required for each item quoted.</td>
</tr>
<tr>
<td>The successful Proponent will maintain enough stock to fulfill each order within one week of placement of said order.</td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Provide your company’s policy on product recall.</td>
</tr>
<tr>
<td>What is your shipping policy and guarantee for on-time delivery during inclement weather?</td>
</tr>
<tr>
<td>Indicate your company’s solution to late product delivery when/if the District Health Authorities/IWK incurs a penalty from other affected parties.</td>
</tr>
<tr>
<td>Provide your return policy on unused expired kits for credit.</td>
</tr>
<tr>
<td>Flexibility of service delivery. Is your company in agreement to allow for a phased in approach to the Provincial Radiopharmacy. Initially kits will be delivered to each DHA and once the service is fully operational, the delivery of kits would be centralized to one location (with the exception of DHA 2 &amp; 8 as their products will always be shipped directly to each DHA).</td>
</tr>
<tr>
<td>How does your company anticipate the process for shipping the finalized product to each DHA daily (with the exception of South West Nova and Cape Breton District Health Authorities) from Halifax? Indicate if this is a responsibility your company is willing to provide.</td>
</tr>
<tr>
<td><strong>Start time – 5:30 a.m.</strong></td>
</tr>
<tr>
<td>Driver 1: Leave Halifax at 6:00 a.m. arrive CEHHA 7:00 a.m., arrive PCHA 8:00 a.m.</td>
</tr>
<tr>
<td>Driver 2: Leave Halifax at 6:30 a.m. arrive SSDHA 7:45 a.m.</td>
</tr>
<tr>
<td>Driver 3: Leave Halifax at 6:30 a.m. arrive AVDHA 7:45 a.m.</td>
</tr>
<tr>
<td>Driver 4: Leave HI for IWK and VG arrivals time to be determined, but will probably be a little later.</td>
</tr>
<tr>
<td>In addition to the above proposed daily schedule, the older generator would be sent to GASHA on the following proposed schedule: Send &quot;older&quot; generator to GASHA: Tuesday cal, 222 GBq; Send on Wednesday with Driver 1, arrive GASHA between 9:30 a.m. and 10:00 a.m.</td>
</tr>
<tr>
<td>The Proponent <strong>shall</strong> state fully and in detail the extent of training to be provided to the operating and technical staff in the use of their product. Any costs involved <strong>shall</strong> be clearly defined in the proposal. The successful Proponent will be required to instruct those designated by the various imaging departments, with regards to the use of their product. The successful Proponent <strong>shall</strong> provide the requested application support necessary to ensure a smooth transition to their product.</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>Impact on teaching and training/research services with regards to radiopharmaceutical production and sciences.</strong></td>
</tr>
<tr>
<td><strong>Proponents are to provide the manufacturers’ recommended guidelines for sterilization/disinfection purposes. Include a list of disinfection products that are acceptable for use.</strong></td>
</tr>
<tr>
<td><strong>Indicate your company’s expertise within your organization to provide the entire products requested. Include with your response your company’s GMP knowledge and experience, operational processes, final product quality, ability to meet needs, potential for other tracers to be added.</strong></td>
</tr>
<tr>
<td><strong>Will your company ensure the facility is GMP compliant as per the included validation report?</strong></td>
</tr>
<tr>
<td><strong>Describe any enhancement of availability of radiopharmaceuticals for production and potentially new tracers. Does your company have a valid Health Canada Drug Establishment License? Provide a copy.</strong></td>
</tr>
<tr>
<td><strong>The Proponent <strong>shall</strong> address conformance to Therapeutic Products Programs for the approval of new products and the Proponent <strong>shall</strong> assure that facilities and procedures conform to GMP’s.</strong></td>
</tr>
<tr>
<td><strong>Licensing and Nuclear Medicine Information System – provide details on CNSC licensing and NMIS licensing. Provide details as to how licensing and information technology infrastructure issues will be obtained and who will be responsible for start-up and on-going costs? Provide Estimated Value of Investment of Partnership for the duration of the contract.</strong></td>
</tr>
</tbody>
</table>
| **The Proponent **shall** supply a list of the equipment and supplies proposed for the facility along with the total cost of these items. The Proponent is expected to assume the acquisition costs for all equipment. MSNS and the District Health Authorities/IWK reserve the**
right to pre-approve the list of equipment.

**Provide Estimated Value of Investment of Partnership for the duration of the contract.**

The Proponent **shall** assume 100% of the equipment maintenance costs. Provide confirmation. **Provide Estimated Value of Investment of Partnership for the duration of the contract.**

Equipment sold, leased or loaned to District Health Authorities/IWK **shall** have a valid Health Canada Medical Device License. A copy of the license **shall** be provided with the equipment at time of delivery. Provide confirmation.

The successful Proponent will assume the costs of any changes in equipment required by sites that will change suppliers. If the company is unwilling to do this, they will specify any cost that they are unwilling to cover. **Provide Estimated Value of Investment of Partnership for the duration of the contract.**

Provide details on the proposed construction plan to bring the Halifax Infirmary site up to GMP standards. See the below GMP report and drawings. It is estimated that the construction will cost approximately $150,000. Confirm whether your company would provide the $150,000 back as a reimbursable expense to Capital Health, if your firm would assume responsibility for the entire project or if it is the responsibility of the District Health Authorities/IWK to construct the facility to standards. Identify costs and who will be responsible for what costs?

Upon completion of the contract/partnership or termination, whichever comes first, equipment **shall** be:

1. Sold to the District Health Authorities/IWK at fair market value; or
2. Returned

It is sole discretion of MSNS and District Health Authorities/IWK as which of the above options will be implemented.

Upon completion of the contract/partnership or termination, whichever comes first, renovations **shall** be sold to the District Health Authorities/IWK at fair market value as mutually agreed to by both parties at time of completion/termination.

Proponents are requested to supply the estimated time to prepare the facility for production.
Below is a list of start-up supplies required for this RFP. Please confirm whether your company is willing to commit to supplying these supplies as part of the awarded process. Provide Estimated Value of Investment of Partnership for the duration of the contract.

<table>
<thead>
<tr>
<th>Start-up Supplies Required</th>
<th>Quantities Required</th>
<th>Supplied (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport shipping system (ammo boxes)</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Eluate lead containers (shielding for the tc99m…eluate)</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Dose wands (cylindrical lead shielding to fit syringes for doses)</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Product lead containers (lead shielding containers for prepared “hot” kits)</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Forceps</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Lead aprons</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Syringe shields…for ALARA…to minimize tech exposure when dispensing “hot” doses</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Carts (grey)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Cart large</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Lead glass shield for dose calibrator</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Eberline (radiation monitor used to measure exposure on radioactive packages before shipping to other sites)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Dose Calibrator</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Shielded waste container</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Flow hood</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Lead rings that house the generators on site - What is the thickness, material used and radiation protection information? We would require 4 sets of rings.</td>
<td>4 sets</td>
<td></td>
</tr>
<tr>
<td>Lead bricks: 510 interlocking, painted, lead bricks, each 2 inches thick (shielding for radioactive materials…generators, etc)</td>
<td>510</td>
<td></td>
</tr>
<tr>
<td>Vehicle Placards (required under TDG for shipping radioactive materials by road, air or other transport)</td>
<td>As Required</td>
<td></td>
</tr>
<tr>
<td>Shrink Wrap</td>
<td>As Required</td>
<td></td>
</tr>
</tbody>
</table>

Indicate if there are any additional supplies that may be required.

The District Health Authorities/IWK will assume the following responsibilities for a possible partnership proposal:

- Human Resources
- Provide the premises;
- Cover the cost of heating/cooling and general maintenance (with the exception of equipment);
The following dates and sites are being provided as a snap shot to Proponents in order to provide a better understanding of the possible Phased in Approach for the delivery locations of the generators and contract ordering dates. Currently, kits will be shipped as per Appendix A2. As per Section 47.3, depending upon award(s) and existing expiration dates of current contracts, a phase in approach to the awarded solution(s) will occur. Successful Proponent(s) shall maintain flexibility for phasing in all awarded supply of goods and services.

For Provincial Radiopharmacy located in the Halifax Infirmary Site

Proposed Start Date: **January 1, 2014**
Participating DHAs: Capital District Health Authority, IWK, South Shore District Health Authority, Annapolis Valley District Health Authority

Proposed Start Date: **January 1, 2014**
Participating DHA: Pictou County Health Authority

Proposed Start Date: **January 1, 2014**
Participating DHA: Colchester East Hants Health Authority

Proposed Start Date: **TBD**
Participating DHA: Guysborough Antigonish Strait Health Authority

For the Provincial Contracts delivered directly to their respective sites:

Proposed Start Date: **January 1, 2014**
Participating DHA: South West Nova District Health Authority

*Proposed Start Date: **January 1, 2014**
Participating DHA: Cape Breton District Health Authority

*Note: See Section 47.3 for additional contract information.

**DRAWINGS REQUIRED FOR THE RENOVATIONS COMPONENT:**

The following drawings attached to the end of this Request of Proposal(s) will form part of the Appendix B2 – Specifications – Partnership Agreement Proposal and will be consider as part of the formal process:

<table>
<thead>
<tr>
<th>Drawing #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Floor Plan</td>
</tr>
<tr>
<td>E1</td>
<td>Electrical Specifications</td>
</tr>
<tr>
<td>E2</td>
<td>Electrical Legend and Demolition Plan</td>
</tr>
<tr>
<td>E3</td>
<td>Electrical Construction Plan</td>
</tr>
<tr>
<td>E4</td>
<td>Electrical Power &amp; Systems Details</td>
</tr>
<tr>
<td>E5</td>
<td>Electrical Communications Details</td>
</tr>
<tr>
<td>SKA1</td>
<td>Elevation</td>
</tr>
</tbody>
</table>
Provincial Radiopharmacy, HI Site

The renovations requirements at the Halifax Infirmary site shall address the following:

1. Room 3355 will be class 10,000 (Grade C / ISO7)
2. The TC99 generator storage room 3356 will also be class 10,000 (Grade C / ISO7)
3. Room 3355A Ante room will be class 100,000 (Grade D / ISO8)
4. The door to room 3355A and the new door to room 3355 will be interlocked
5. The two sinks in room 3355 and the one sink in room 3355A will be removed, the water lines and drain lines will be capped off
6. The floor drain in room 3355 will be capped
7. The space above the existing cabinets in room 3355 will be enclosed with 316 SS up to the ceiling and caulked
8. The space above existing hoods and any new hoods will be enclosed with 316 SS up to the ceiling and caulked
9. The fire sprinkling heads will be recessed above the ceiling and spring loaded caps installed
10. Differential pressure from room 3355 to 3355A and from 3355A to 3354 will be 0.05 WC
11. The existing shower will remain and a easily removable cover placed over the drain opening
12. Compressed gas tank should be relocated to room 3356 or out of the area
13. A stainless steel wheeled cart with handle to transport TC99 generator from room 3354 to room 3356 should be obtained
14. Once the classified rooms are installed, consider relocating all product manipulations, where product can be exposed to the environment, to the classified rooms
15. Consider adding a tacky-mat to ante room 3355A

Construction Issues to consider

1. Air entering rooms 3355A, 3355 and 3356 shall meet the room classifications for temperature, humidity, pressure and non-viable particulates.
2. Rooms 3355A, 3355 and 3356 shall meet the required number of air changes for the stated classifications when the rooms are balanced. A balancing report shall be provided showing supplied cfm, pressure cascade and number of air changes.
3. HEPA filtered air will be provided to rooms 3355A, 3355 and 3356. Air returns should be as low as possible in these rooms. HEPA filters will be ceiling mounted 2 x 4 or 2 x 2 depending on available space or in the duct after the blower and before the diffusers.
4. Air supply and balancing to rooms 3355A, 3355 and 3356 shall be done with the LAF hoods ON
5. Consider replacing ceiling lights with HEPA units which already contain lights if space in ceiling becomes an issue
6. If pass-thru is required, construction will be 316 SS with interlocked doors
7. All HEPA filters will need to be certified for flow rate, leaks and particulates.
8. Differential pressure gauges (magnehelics) between rooms 3354, 3355A and 3355 should be considered.
9. Temperature, humidity and pressure to be monitored and recorded in rooms 3355A, 3355 and 3356. If connected to a BMS (Building Monitoring System), alarm conditions shall be sent to the operating personnel (could be a remote slave monitor in the lab).
10. Current exhaust for room 3355 is through existing fume hood. This is not acceptable. Clean room air exhaust should be through low level air returns if possible. Suggest that the cabinet under the fume hood be replaced with an open four leg table. Air return to be placed behind the new table and the fume hood exhaust connected to the same exhaust duct. Also suggest that a low level exhaust be placed where the current sink is located in room 3355A. This sink will be removed.

Standard Operating Procedures (SOPs) that will be required:

1. Gowning SOP for entrance to room 3355A and into 3355
2. Material transfer SOP into room 3355A, into 3355, into 3356 and from 3356 and 3355 back out to 3354
3. Cleaning SOP for rooms 3355A, 3355 and 3356 and hoods (disinfectants to be used, frequency and rotation)
4. Maintenance SOP for LAF hood, fume hood and any other equipment
5. Calibration SOP for gauges and other indicators
6. Temperature, humidity and pressure of the rooms 3355A and 3355 shall be monitored and recorded (manually or electronically). SOP required performing this operation on a daily basis. Review of alarm data if there is any, whom to notify and action to be taken if alarms occur.

Additional Requirements to Consider:

1. Environmental monitoring study (EM) to test hoods to ensure they meet classifications and classified rooms for viable particulates, effectiveness of cleaning and to set alert and action limits
2. Validation (IQ) of existing hoods (testing for viable and non-viable particulates)
3. Validation of new BMS system to ensure compliance with GMPs
4. Validation of new HVAC system by testing classified rooms for temperature, pressure, humidity and non-viable particulates (one day of testing at several room locations)
53. APPENDIX C2 – COMPLIANCE CHECKLIST – PARTNERSHIP MODEL

53.1 This form shall be completed and included as part of all submissions.

53.2 Proposals to include the following table, indicating with a checkmark (√) that the proposal meets the compliancy criteria, and providing your proposal page number that contains information to verify that the criteria has been met.

53.3 A preferred method to responding to this RFP would be for a Proponent to include a copy of the RFP in its entirety and that compliance to each mandatory section is expressed explicitly. NOTE: This does not eliminate the requirement to fully complete this form as per the above instructions.

<table>
<thead>
<tr>
<th>RFP Section No.</th>
<th>Compliancy Criteria</th>
<th>Proposal Page No.</th>
<th>Compliancy Check Mark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 31</td>
<td>Request for Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Basis of Selection – Supplied Goods vs Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Proposed Schedule of Events</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Instructions to Proponents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Addenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Questions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Proposal Submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Mandatory Proponents’ Meeting/Site Examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Clinical Acceptability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Product Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>References for Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Basis of Selection for Supplied Goods Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>New Releases/Public Announcements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Negotiations with Proponents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Period of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Acceptance/Rejection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>General Terms and Conditions – Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Proposal Submission Form – Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Appendix A2- Partnership Model Pricing Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Appendix B2 Specifications – Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Appendix C2 Compliancy Checklist – Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Appendix D2 Standard Form Contract for Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Page</td>
<td>Description</td>
<td></td>
<td></td>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>55</td>
<td>Schedule A2 Standard Form Contract For Partnership Model</td>
<td></td>
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</tr>
<tr>
<td>56</td>
<td>Appendix E2 Special Terms and Conditions for Standard Form Contract for Partnership Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Appendix F2 Full Disclosure of Financial Contributions Form For Partnership Model</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Failure to provide the required information may result in the submitted proposal being declared invalid.*
APPENDIX D2 - STANDARD FORM CONTRACT FOR A PARTNERSHIP MODEL

THIS AGREEMENT MADE ON THE ____ day, of __________, 2013, at LUNENBURG, NOVA SCOTIA.

BETWEEN:

SOUTH SHORE DISTRICT HEALTH AUTHORITY, SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY, ANNASLIS VALLEY DISTRICT HEALTH AUTHORITY, COLCHESTER EAST HANTS HEALTH AUTHORITY, CUMBERLAND HEALTH AUTHORITY, PICTOU COUNTY HEALTH AUTHORITY, GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY, CAPE BRETON DISTRICT HEALTH AUTHORITY, CAPITAL DISTRICT HEALTH AUTHORITY, all body corporates pursuant to the Health Authorities Act (hereinafter each referred to as a “DHA”), and IZAAK WALTON KILLAM HEALTH CENTRE, a body corporate pursuant to the Izaak Walton Killam Health Centre Act (hereinafter referred to as the “IWK”), (the DHAs and the IWK hereinafter collectively referred to as “MSNS”) - AND -

____________________________ , (hereinafter referred to as the “Partner”)

WHEREAS MSNS issued Request for Proposals #MSNS130018, Provincial Radiopharmacy and Nuclear Medicine Consumable Acquisition (the “RFP”) on June 19th, 2013 for the provision of a Provincial Radiopharmacy and Nuclear Medicine Consumable Acquisition for Partnership Agreement.

WHEREAS the Partner was the successful Proponent to the RFP, and MSNS has accepted the proposal of the Partner dated _______, subject to the modifications set out herein.

WHEREAS the Partner has agreed to supply goods and perform certain services for MSNS in accordance with the requirements, terms and conditions of this agreement (the “Agreement”)

NOW THEREFORE, the parties agree as follows:

1. STATEMENT OF WORK

The goods and services shall be in accordance with the scope and deliverables set out in the RFP and Partner’s response to the RFP as amended by the parties where applicable (“RFP Response”), attached as Schedule “C” to this agreement. The RFP Response is hereby incorporated by reference and forms an integral part of this Agreement.
This Agreement shall be comprised of the following documents (the “Contract Documents”), listed in order of precedence:

This Agreement
(1) Schedule “A” Pricing Schedule
(2) Schedule “B” the Request for Proposal Document, RFP # MSNS130018;
(3) Schedule “C” the Partner’s Response to Request for Proposal, RFP # MSNS130018;
(4) Etc.

In the event of any inconsistencies in the Contract Documents, the documents shall be read in the above order of precedence, commencing with #1, to the extent of any inconsistency.

1.2 The Partnership and work to be performed by the Partner under this Agreement (the “Partnership”) shall be in accordance with the Contract Documents.

2. DELIVERY

The Partner shall perform the obligations of the Partnership as required by the Contract Documents. The Partnership shall be performed in accordance with all applicable industry standards and best practices.

3. CONTRACTING AGENT

Any changes to this Agreement shall be authorized in writing by the Contracting Agent. The Partner is not to perform Services or supply goods in excess of or outside the scope of Services as defined in this Agreement based on verbal or written requests or instructions from any personnel other than the officer designated below:

Contracting Agent
MSNS Category Manager

4. TECHNICAL CONTACT

The MSNS’s Technical Contact, identified below, shall be the inspection authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the inspection authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of this Agreement and the remainder of the Contract Documents as described in section 1, and to the satisfaction of the inspection authority, as submitted, the inspection authority shall have the right to reject it or require its correction at the sole expense of the Supplier before recommending payment. Any communication with a Supplier regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

Technical Contact
Manager of Capital District Health Authority’s Nuclear Medicine Department
5. INDEPENDENT CONTRACTOR

The parties hereby agree and acknowledge that the Partner is engaged as an independent contractor and is not nor shall it be deemed to be an employee or agent of MSNS or any DHA/IWK.

6. ACCOUNTS AND AUDIT

The Partner shall keep proper accounts and records of the cost to the Partner of The Partnership and of all expenditures or commitments made by the Partner in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto (the “Accounting Records”). The Partner shall keep the Accounting Records for a period of five (5) years following completion of this Agreement or termination of the Partner's services.

All Accounting Records shall at all times during the retention period stipulated above be open to audit, inspection and examination by the authorized representatives of MSNS, who may make copies and take extracts thereof. The Partner shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of MSNS may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

7. REPRESENTATIONS AND WARRANTIES

The Partner hereby warrants and represents that it has full right, power, and authority to enter into and fully perform all aspects of this Agreement without impediment. If the Partner is a corporation, it shall continuously be a corporation in good standing in the jurisdiction of its incorporation.

8. INDEMNIFICATION

The Partner shall indemnify and save harmless MSNS and each individual DHA/IWK and their affiliates, officers, employees, independent contractors, subcontractors, agents, and assigns from all cost, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature including proceedings of any kind or nature for the infringement or alleged infringement of any intellectual property right or patent based upon the use of anything or invention protected by any intellectual property protection, based on, occasioned by, or attributable to anything done or omitted to be done by the Partner, its directors, officers, employees, independent contractors, subcontractors, members, partners, volunteers, agents, and assigns in connection with this Agreement.

9. INTELLECTUAL PROPERTY

Data
Partner shall comply with all laws, regulations, standards or duties which apply to the collection, storage, processing, disclosure or use of MSNS data under, without limitation, the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information International Disclosure Protection Act (Nova Scotia), the Freedom of Information and Protection of Privacy Act (Nova Scotia), the Hospitals Act (Nova Scotia) and the Personal Health Information Act (Nova Scotia), in each case as from time to time amended, supplemented or replaced. All MSNS data shall be held within Canada, and Partner agrees that no MSNS data under its custody or control shall be made subject to the USA Patriot Act or any similar act or law of a foreign jurisdiction. From time to time, MSNS may, in its sole discretion move, or direct Partner to
move, any MSNS data held by Partner from the current computer environment to any other MSNS-preferred computer environment, whether hosted internally or by a third party.

**Intellectual Property Rights**
Partner agrees that the work products, including without limitation documents, spreadsheets, templates and materials produced specifically for MSNS in the performance of Services and production of deliverables under this Agreement, or any order (collectively, the "Work Products") are and shall remain the sole and exclusive property of MSNS. Partner shall not sell, transfer, publish, disclose or otherwise make any of the Work Products available to third parties without MSNS’s prior written consent. Without limiting the generality of the foregoing:

(a) All rights, including but not limited to copyright and all other intellectual property rights, in all Work Products shall be the sole and absolute property of MSNS in perpetuity. MSNS shall have the perpetual and exclusive right throughout the world to reproduce and use the Work Products in any manner without any further payment to, or consent of, Partner; and

(b) Partner hereby assigns and conveys to MSNS absolutely the Work Products and all rights therein, including but not limited to copyright and all other intellectual property rights, except insofar as any Work Products and all rights therein are already owned by MSNS or any third party; ; and

(c) Partner waives all moral rights in the Work Products in favour of MSNS.

Except insofar as any Work Products and all rights therein are already owned by MSNS or any third party, Partner hereby warrants that it owns and controls all rights in the Work Products, as necessary to assign and waive all rights in favour of MSNS as above, and that the consent of no other person or entity (including without limitation no resource personnel and no Sub-contractor) is required.

**10. PERSONAL INFORMATION**

The Partner acknowledges that information about identifiable individuals, including but not limited to resident Veterans/patients of MSNS ("Personal Information") has, is or may be disclosed to the Partner for the sole purpose of the Partner carrying out The Partnership to MSNS pursuant to this Agreement. Accordingly, the Partner shall exercise all reasonable precautions (and in no event less than those generally used in the health care industry) to protect Personal Information from unauthorized access, disclosure, copying, use or modification and, in any event, treat any information which is "personal information" as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) (or substantially similar legislation enacted in Nova Scotia), the *Personal Health Information Act* (Nova Scotia) and the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), as amended, in accordance with these Acts.

The Partner agrees to maintain a privacy policy, acceptable to MSNS and to indemnify MSNS for all damages, costs and expenses incurred by MSNS as a result of a failure of the Partner to comply with its obligations under this *Section*.

The Partner further agrees:

(a) to use the Personal Information for the sole purpose of providing goods and/or services to MSNS pursuant to this Agreement and not to use the Personal Information for its own benefit and not to
disclose the Personal Information or the knowledge of the existence of the Personal Information and use by the Partner to any other third parties, without MSNS's prior written consent;

(b) upon request of MSNS, to cease any and all use of the Personal Information and to return or destroy the Personal Information in a manner agreed to by MSNS; and

(c) upon reasonable request of MSNS, to provide information pertaining to the Partner’s handling of Personal Information demonstrating that the Partner is compliant with this Agreement and relevant legislation regarding Personal Information, including, but not limited to:
   (i) the Partner’s privacy policy; and
   (ii) Information regarding any complaints against the Partner to federal or provincial privacy commissioners or provincial departments of health.

11. CONFIDENTIALITY

The Partner shall further keep private, treat as confidential, and not make public or divulge during as well as after the expiry or earlier termination of this Agreement, any information or material to which the Partner, its directors, officers, employees, Sub-contractors, members, partners, volunteers, agents, and assigns become privy as a result of acting under this Agreement, without the prior written consent of MSNS.

12. TERM & TERMINATION

The Term of this Agreement shall be from ___________________ to _ ________________ [OR: “as described in the RFP, in Section 47 – Period of Contract.

The following termination conditions shall apply to this Agreement:

(a) Termination for Convenience. Notwithstanding anything contained in this Agreement, MSNS may terminate this agreement at any time for convenience by providing written notice to the Partner. In the event of termination for convenience, MSNS shall pay the Partner contract fees earned, and unavoidable expenses incurred, but not to exceed those unavoidable expenses incurred, if any, for a six (6) month period following provision of notice of termination.

(b) Termination by MSNS for Cause. Where the Partner is in default in carrying out any of its obligations under this Agreement, MSNS may, upon giving written notice to the Partner, terminate for cause the whole or any part of this Agreement, at the expiration of a 3 month cure period, if the Partner has not cured the default to the satisfaction of MSNS within that cure period.

(c) Termination Due to Bankruptcy. Where the Partner becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Partner or an order is made or a resolution passed for the winding up of the Partner, MSNS may upon giving notice to the Partner, immediately terminate for cause of the whole or any part of this Agreement.

(c) Termination by Partner for Non-Payment. Partner shall only be entitled to terminate this agreement in the event of non-payment of fees by MSNS and provided that Partner provides MSNS with a 3 month written notice of such failure to pay such fees and the opportunity to cure any non-payment. In the event of a bona fide dispute regarding the payment of fees, the Partner
shall continue The Partnership pending resolution pursuant to the dispute resolution process contained in Section 15.

13. LIMITATION OF LIABILITY AND DAMAGES

In the event this Agreement is terminated, the liability of MSNS is limited to Services actually delivered and accepted up to the termination date and specific Services actually conducted and accepted prior to the delivery of the notice of termination. In no event shall MSNS be liable under or in connection with this Agreement for any liability of any kind whatsoever, whether for damages or otherwise including without limiting the generality of the foregoing loss of profit, loss of business opportunity, consequential or indirect damages, exemplary or punitive damages, whether or not the possibility of such loss or damages was disclosed to or could have reasonably been foreseen by such party.

14. FORCE MAJEURE

The Partner shall not be liable for failure to provide the Supplied Goods, with the exception of failures relating to shortages, if such failure is due to causes beyond its reasonable control if and only if MSNS is notified within 6 months in writing of the existence of such a failure, its causes and the reasons for it being beyond the reasonable control of the Partner.

The Partner shall be responsible to develop a collaborative mitigation plan with MSNS and the District Health Authorities/IWK within a six (6) month of notification of the shortage of Supplied Goods.

Any surcharges associated with potential shortages shall be negotiated and agreed by both parties prior to charges being applied.

15. JURISDICTION AND ATTORNMENT/ARBITRATION

In the event the parties are unable to reach a settlement of any dispute arising out of this Agreement, then such disputes shall be settled by binding arbitration by an arbitrator mutually agreed upon by the parties. The arbitration shall be conducted in accordance with the rules under the Commercial Arbitration Act (Nova Scotia). If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the Commercial Arbitration Act (Nova Scotia).

The parties hereby agree that this Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada.

16. MISCELLANEOUS

(a) Headings. The headings used in this Agreement are for the convenience of reference only and shall not be used in the construction or interpretation of this Agreement.

(b) Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or unenforceability of the other provisions hereof.
(c) Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

(d) Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

(e) Entire Agreement. This Agreement and the Schedules attached hereto or referred to herein, including the RFP and RFP response, constitute the entire agreement and understanding by and between MSNS and the Partner, and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

(f) Survivorship. The following sections survive expiry or earlier termination of this Agreement:

- Section 6 Accounts and Audit;
- Section 7 Representations and Warranties;
- Section 8 Indemnification;
- Section 9 Intellectual Property;
- Section 10 Personal Information;
- Section 11 Confidentiality;
- Section 13 Limitation of Liability and Damages;
- Schedule “A2”, Insurance; and
- Schedule “A2”, Errors and Omissions.

IN WITNESS HEREOF, the parties hereto have executed the Agreement on the date first above written:

MERGED SERVICES NOVA SCOTIA

Per:_____________________ Date:___________

Per:_____________________ Date:___________

[Partner name]

Per:_____________________ Date:___________

Position: _________________
55. SCHEDULE A2 for STANDARD FORM CONTRACT FOR A PARTNERSHIP MODEL

(Additional Terms and Conditions)

(A). BASIS OF PAYMENT

The Partner will be paid the prices indicated at Appendix A2.

The prices shall be firm and inclusive of all costs relating to the performance of the Partner’s obligations under the Contract.

The Partner shall provide the supplied Partnership as described in and required by the Contract Documents exclusive of HST.

(B). METHOD OF PAYMENT AND INVOICING

Invoicing will be billed monthly and details on invoicing will be negotiated prior to award if this solution is deemed successful based on the Basis of Selection outline in this RFP.

(C) INSURANCE

The Partner shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Nova Scotia and in forms and amounts acceptable to MSNS:

(i) Professional Liability, where applicable, in an amount not less than the value of the $5,000,000 per claim and in the aggregate for this Agreement insuring his liability for errors and omissions in the performance of his professional services including all the Suppliers.

(ii) Comprehensive General liability in an amount not less than $5,000,000.00, inclusive per claim and in the aggregate against bodily injury, personal injury, and property damage including loss of use thereof: Such insurance shall include, but not be limited to non-owned automobile liability and employees as additional insureds.

(iii) Automobile Liability on all vehicles owned, operated or licensed in the name of the Supplier in an amount of not less than $2,000,000.00.

(iv) "All-Risks" Valuable Papers and Records Insurance on all such items pertaining to The Supplied Goods in an amount adequate to enable their reconstruction.
All insurance policies shall state that the coverage provided will not be changed in any material way, cancelled or terminated until thirty (30) days after written notice of such change, cancellation or termination has been given to MSNS.

The Partner shall, upon MSNS’s request, provide MSNS with acceptable evidence of all required insurance prior to the commencement of the Supplied Goods and shall promptly provide MSNS with a certified true copy of each policy.

The Partner shall require any and all Sub-Suppliers to have and maintain insurance in the nature and amounts necessary to satisfy the above insurance requirements.

(D) ERRORS AND OMISSIONS

Without limiting any of the Partner’s liability under this Agreement, it shall be the responsibility of the Partner to correct, free of charge or expense to MSNS, any errors or omissions in the performance of the obligations of the Partnership, caused by the Partner, its employees, agents or Sub-Suppliers.
56. APPENDIX E2: SPECIAL TERMS AND CONDITIONS for STANDARD FORM CONTRACT FOR PARTNERSHIP MODEL

1.0 TECHNOLOGY/PRODUCT IMPROVEMENTS
MSNS shall notify the Partner of its intent to evaluate New Technology/Product Improvements prior to commencement of an evaluation process. Once notified, the Partner will then have ten (10) business days to notify MSNS if it has a comparable product. Once the Partner notifies MSNS that it does not have a comparable product, MSNS reserves the right, to evaluate New Technology/Product Improvements for a period not to exceed three (3) months.

Should, following the evaluation of the New Technology/Product Improvements, MSNS find the New Technology/Product Improvements favorable, MSNS shall advise the Partner of such in writing and the latter will be allowed a period of three (3) months to develop comparable Technology/Product Improvements and submit same to MSNS. Should the New Technology/Product Improvements developed by the Partner prove to be comparable and competitively priced to that which was introduced by a competitor, MSNS shall purchase same from the Supplier.

During the term of the contract(s), the Partner may have the opportunity to add items, make changes to the goods/services supplied or make changes to the contract. These changes will be done in consultations with MSNS and the DDHAs/IWK and shall be agreed to in writing and signed by both parties as an amendment to the contract.

2.0 WRONG GOODS OR INCORRECT QUANTITIES RECEIVED
The Partner shall correct any discrepancies in either the correct goods or the correct quantity of goods within five (5) business days of notification. There will be no restocking charges for any and all goods either ordered incorrectly or shipped incorrectly which are returned to the supplier. All returns will be shipped back to the Partner at no cost to the MSNS.

3.0 OCCUPATIONAL HEALTH AND SAFETY ACT
a) MSNS and the DHAs/IWK are committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illnesses. In keeping with this policy, the Partner (and where applicable, their sub-contractors) shall be aware of and abide by the Occupational Health and Safety Act and associated regulations prior to commencing, during and after completion of all work activities engaged on or in DHA/IWK premises.

b) The Partner shall possess and maintain valid WCB coverage and be able to provide proof of same by way of a clearance letter- in good standing from the WCB having jurisdiction. WCB coverage shall be maintained during the life of the contract. If the Partner is based in another province outside of Nova Scotia, the Partner shall provide written confirmation from the WCB of their home province that it has
been advised and approves of the Partner conducting business in another province and that the WCB coverage is extended to those workers in that province.

c) All drivers employed by the Partner to provide the courier service, **shall** have current certification in the transport of dangerous goods.
57. **APPENDIX F2: FULL DISCLOSURE OF FINANCIAL CONTRIBUTIONS FORM FOR PARTNERSHIP MODEL**

(Please Attach Full Details)

**SUPPLIER:**

Period covered: From: __________________

To: __________________

(Note: **Shall** cover at a minimum the past 12 months).

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FULL DISCLOSURE OF FINANCIAL CONTRIBUTION

We, the undersigned company, represent we are a supplier of products, equipment, and/or services to Merged Services Nova Scotia. As a privilege of conducting business with _______________ (name the District Health Authorities/IWK), we agree to the following terms and conditions:

1. We understand and agree to comply with the Hospitals Purchasing Policies and MSNS.

2. We understand and agree to provide a statement of full Funding Disclosure. This statement fully and accurately discloses all funding provided to any employee, staff member, or other individual of the ____________ (district(s)/IWK) mentioned for the time period indicated. Necessary documentation detailing the type and level of funding is attached.

3. We understand and agree to provide a revised Statement of Full disclosure at a minimum every 12 months or when a contract is renewed. The onus is on our company to ensure that this regular reporting is completed.

4. We understand and agree that failure to identify all funding support in this Statement of Full Funding Support may result in cancellation of any or all contracts in force with the Hospitals, with no penalty to Hospitals.

Supplier: ______________________________

Address: ______________________________

_______________________________________

Signed: Date: ___________________________

Full Name: _____________________________

Title: _________________________________
ELECTRICAL SPECIFICATIONS:

1. All electrical materials introduced to the project shall be new and CSA approved for their respective use and supplied through an authorized distributor.

2. All electrical work shall be done in accordance with the Canadian Electrical Code 22nd Edition, 2012, and all local ordinances and bylaws.

3. This contractor shall obtain and pay for all permits, fees, and taxes associated with the electrical work.

4. This contractor shall supply all materials, equipment, and labor necessary for the installation of the electrical works, complete in every respect as shown on the drawings and/or as outlined in these specifications.

5. This contractor shall guarantee all work for a period of one year after acceptance by the owner and he shall make good any defects during the period of warranty at no expense to the owner.

6. This contractor shall visit the site and familiarize himself with existing services, etc.


8. Prior to the ordering of electrical equipment, this contractor shall submit shop drawings to the engineer for the owner, all materials required for approval, equipment shall not be released for shipment until this approval has been obtained.

9. At each local outlet, device, fixture, or row of fixtures, install a one piece, pressed steel outlet box, galvanized inside and out.

10. Wiring to run parallel to building lines.

11. Joints in branch circuit wiring shall be made using wire connectors equal to "IDEAL" color coded wing nuts.

12. Conduits shall be installed on the square and be plumb with building lines. Couplings for thinwall type "E MT" shall be set screw type, galvanized steel locknuts shall be case hardened steel.

13. All cables, conduits, pull boxes, junction boxes, and outlet boxes shall be supported by a steel channel support system independent of pipes, conduits, equipment, or the work of other trades. Supports for all conduit work shall be one hole steel pipe straps. All threaded hanger rods to be minimum 3/8" diameter.

14. Test all wiring included in this contract, to ensure there are no shorts or grounded conductors.

15. Mounting heights as noted are to the center line of the outlet or device.

16. The electrical contractor shall remove all equipment and services made redundant by the renovation.

17. Light fixtures shall not be hung directly from plasterboard ceilings, but shall derive their support from channels independently mounted in the ceiling space.

18. Panel directories are to be type written, complete, and shall accurately describe the load serviced by each branch circuit breaker.

19. During construction and at the completion of the project, the site shall be left neat, tidy, and free of debris.

20. All equipment and non-current carrying metal conduit and parts shall be grounded to meet the requirements of section 10 of CEC.

21. The contractor shall maintain project "AS-BUILT" record drawings and accurately record significant deviations from the contract documents caused by site conditions or contract changes. Mark changes on white prints in red.

22. It is the client's intention to keep unrenovated areas of the building operational during the renovations and to maintain normal working hours. Therefore, any work which would adversely affect the client's ongoing operations is to be scheduled during off-hours, as dictated by capital health. Any planned shut downs are to be coordinated with the client's staff without exception. The client's business operations shall prevail and take priority over any planned shut downs. This contractor shall allow for all costs, charges, and provisions necessary for the installation of his work during non-regular operating hours.

23. Remove existing T-bar ceilings to perform work in ceiling space within areas of T-bar ceilings and replace tiles upon completion.

24. Identify all equipment (receptacles, panelboards, contactors, circuit breakers, disconnect switches) with laminoid name plates to match existing.

25. Pull boxes / junction boxes shall be mounted in an accessible location and have circuitry identified on the coverplate.

26. Where conduits must pass through fire rated separations, seal conduits and wall openings with 3M putty 303 or 3M caulking CP25.

27. Each run of category 5e unsheilded twisted pair cable shall be tested for shorts, grounds, opens, and polarity reversals. In addition, each run of cable shall be performance tested at 100 megahertz for impedance, attenuation, capacitance, P5-Next, P5-ACR, PS-ELT, and return loss. In order to be considered acceptable each cable run including terminations shall be within the limitations specified by TIA/EIA-568-B. All communications work including testing shall be performed by personnel with a demonstrated experience in this line of work for a period of not less than the last three years. Coordinate installation with hospital IT department.

28. Modifications to the fire alarm system shall be tested and verified by the manufacturer, the cost shall be included in the tender price.
ELECTRICAL LEGEND:

NEW TYPE 1 FLUORESCENT FIXTURE AS INDICATED ON THE DRAWINGS.

EXISTING FLUORESCENT FIXTURE, FLUSH CEILING MOUNTED.

20A, 34V SINGLE POLE SWITCH, FLUSH WALL MOUNTED 48" A.F.F., WITH IVORY COVER PLATE, UNLESS INDICATED OTHERWISE, SWITCH SHALL BE EQUIVALENT TO HUBBELL #HLU1221-1.

PULL BOX, JUNCTION BOX, DIRECT CONNECTION, OR EQUIPMENT AS INDICATED ON THE DRAWINGS.

15A, 120V DUPLEX U-GROUND HOSPITAL GRADE RECEPTACLE, FLUSH WALL MOUNTED 18" A.F.F., WITH AN IVORY COVERPLATE, UNLESS INDICATED OTHERWISE. DUPLEX RECEPTACLE SHALL BE EQUIVALENT TO HUBBELL #HBUL2000-1 (TYPICAL)

15A, 120V DUPLEX U-GROUND RECEPTACLE AS ABOVE, FLUSH WALL MOUNTED 46" A.F.F. OR 6" ABOVE COUNTER BACKSPASH.

15A, 120V DUPLEX U-GROUND HOSPITAL GRADE RECEPTACLE C/W BUILT-IN GFI, FLUSH WALL MOUNTED 18" A.F.F., WITH AN IVORY COVERPLATE, UNLESS INDICATED OTHERWISE. DUPLEX RECEPTACLE SHALL BE EQUIVALENT TO HUBBELL #GFPL2000GS1 (TYPICAL)

COMMUNICATIONS OUTLET C/W TWO GANG BACKBOX AND TIE RING MOUNTED 18" A.F.F., UNLESS INDICATED OTHERWISE. OUTLET TO BE COMPLETE WITH IVORY COVERPLATE AND CAT. 5e JACKS TO MATCH EXISTING. QUANTITY AND DESIGNATION OF JACKS SHALL BE NOTED ON THE DRAWING BY "V" VOICE AND "D" DATA. PROVIDE A 1" CONDUIT RUNWAY FROM OUTLET TO ACCESSIBLE CEILING SPACE AND INSTALL 4 PAIR #24 UTP FT-4 EIA/TIA 528 CAT. 5e CABLING.

COMMUNICATIONS OUTLET, AS ABOVE, MOUNTED 46" A.F.F. OR 6" ABOVE COUNTER BACKSPASH, UNLESS INDICATED OTHERWISE.

SECURITY SYSTEM DOOR STRIKE

DOOR CONTACT, SENSIT #1078

SECURITY SYSTEM REQUEST TO EXIT PUSHBUTTON DEVICE FLUSH WALL MOUNTED ADJACENT TO DOOR AT 48" A.F.F., NEW DEVICE TO MATCH EXISTING.

SECURITY SYSTEM PROXIMITY CARD READER MOUNTED 48" A.F.F., NEW DEVICE TO MATCH EXISTING.

SECURITY SYSTEM FAIL SAFE DOOR KNOB LOCK, SERGENT #8074.

FIRE ALARM SPEAKER FLUSH CEILING MOUNTED, NEW DEVICE TO MATCH EXISTING SIMPLEX UNIT.

GENERAL NOTES:

DEVICES SHOWN DOTTED ARE EXISTING TO REMAIN, UNLESS INDICATED OTHERWISE.

DEFINITIONS:

A.F.F. — ABOVE THE FINISHED FLOOR.
W.P. — INDICATES WEATHER PROOF GASKETED COVER OR ENCLOSURE.
G.F.C.I. — INDICATES GROUND FAULT CIRCUIT INTERRUPTER.
R.M. — INDICATES ELECTRICAL, EQUIPMENT OR SERVICES TO BE REMOVED AND ASSOCIATED RESIDUANT WIRING TO BE REMOVED BACK TO SOURCE OF ORIGIN.
R.L. — INDICATES ELECTRICAL DEVICE TO BE RELOCATED AND ASSOCIATED SERVICES TO BE EXTENDED TO NEW LOCATION.
PARTIAL LEVEL 300 FLOOR PLAN – SYSTEMS

Scale: 1/8"=1'-0"

VOICE/DATA SYSTEM WIRING LEGEND

- Where "X" indicates the number of 4 pair #24 unshielded twisted pair FT-4 2A/TA 528 Category 5e cables run concealed in ceiling and wall space.
- Cables for voice and data outlets shall run from each outlet, as indicated on the drawings, to respective patch panels in the communications rack in room 31C1.

PARTIAL LEVEL 300 FLOOR PLAN – LIGHTING AND POWER

Scale: 1/8"=1'-0"

ELECTRICAL NOTES:

- Replace existing receptacle with a new GFI receptacle.
- Revise wiring to light fixtures as indicated to accommodate architectural revisions; existing lighting circuit to be maintained.
- Modify existing door access control system to accommodate interlocking of room 3355A doors. Testing and verification by Johnson Controls to be included in tender price.
- Approximate distance to communications room 31C1 from this point is 100'.
- Extend existing speaker circuitry from existing speaker location to new device.
- Provide a 3' single lamp to fluorescent light fixture and wall mount tight to underside of fume hood and extend existing light circuit. Fixture to be Lutron ANZ5 2S 25WOLT G6910S C/W F15T8 4100K lamp.
**SECURITY WIRING LEGEND**

<table>
<thead>
<tr>
<th>LEGEND</th>
<th>CABLE DESCRIPTION (BELDEN)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>BELDEN #8461 (1PR. #18AWG, UNSHIELDED, JACKETED)</td>
</tr>
<tr>
<td>2</td>
<td>BELDEN #8462 (3PR. #22AWG, SHIELDED, JACKETED)</td>
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<tr>
<td>3</td>
<td>BELDEN #8461 (1PR. #24AWG, SHIELDED, JACKETED)</td>
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</tbody>
</table>

**ANOTE ROOM 3355A**
- PULL BOX (TYPICAL) 4 x 1 [C] + 1 x 2 - 1°C
- ELECTRIC LOCK POWER SUPPLY CTT. 1331-72
- NEW 1 STAR PANEL ELECTRICAL ROOM 33E1

**DETAIL - DOOR ACCESS CONTROL**
- SCALE: N.T.S.

**DETAIL - CONTROL SCHEMATIC - FAN**
- SCALE: N.T.S.

**FIRE ALARM CONTROL ZAM MOUNTED IN ACCESSIBLE CEILING SPACE, EXTEND EXISTING FIRE ALARM INITIATING CIRCUIT TO ZAM**
- 3/4” C
- 3/4” C
- 3/4” C
- 3/4” C
- 3/4” C
- 3/4” C
- 3/4” C
- 3/4” C

**NEW 1 STAR PANEL ELECTRICAL ROOM 33E1**

**ACCESS CONTROL SYSTEM TO BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.**

**NOTE:**
- A disconnect switch equivalent to PASS & SEWPORT #5813-3 and install at fan location.
- TO NEW 30-15A FDC FRAME BREAKER IN PANEL 33531
IF THE COMMUNICATIONS CONDUIT FORMS A COMPLETE RACEWAY SYSTEM, NO BONDING CONDUCTOR IS REQUIRED. IF THE COMMUNICATIONS CONDUIT IS USED AS A VERTICAL RACEWAY ONLY, PROVIDE A #12 COPPER BOND FROM AN ADJACENT ELECTRICAL BOX.

POWER & COMMUNICATIONS OUTLET BOX SUPPORT

COMMUNICATIONS CABLE FREE AIR SUPPORT SYSTEM