



Government of  
Saskatchewan

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## **Request for Proposal**

### **For Provision of Influenza Vaccination Clinics**

#### **Saskatchewan Public Service Commission**

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**RFP Reference Number: 2721**

**Release Date: August 26, 2008**

**Closing Date: September 15, 2008**

**Closing Time: 2:00 p.m. Local Saskatchewan Time**



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## 1.0 INTRODUCTION

Government Services Purchasing, on behalf of the Saskatchewan Public Service Commission is seeking competitive proposals for the provision of influenza vaccination clinics for employees of the Executive Branch of the Government of Saskatchewan (i.e. Government Ministries).

Suppliers are invited to submit proposals for the provision of the required vaccine and services in accordance with the terms, conditions and proposal response format as specified in this RFP.

The purpose of the RFP is to identify those suppliers capable of meeting the requirements in a feasible, economical and timely manner, and with whom a contract can be negotiated.

By responding to this RFP, each supplier thereby acknowledges that it has reviewed the process, terms, conditions and reserved rights contained in this RFP, and has voluntarily chosen to participate in this RFP subject to those procedures, terms, conditions and reserved rights.

## 2.0 PROJECT SUMMARY

The Government of Saskatchewan will provide an opportunity for employees to receive one (1) influenza vaccination per fiscal year on a voluntary basis. These vaccinations will be offered at annual clinics during October, November and early December (if required) in conjunction with programs offered by health care service providers such as Regional Health Authorities, private nursing services and physicians. Interested employees will be responsible for identifying themselves, completing the required authorization forms and arranging to attend a vaccination clinic as approved by the employer.

The vaccinations will be administered in accordance with Saskatchewan Health and Regional Health Authority guidelines, practices and policies, and the Voluntary Influenza Vaccination Program guidelines.



## **2.1 BACKGROUND**

The Public Service Commission is undertaking this voluntary Influenza Vaccination Program in order to support a healthy, productive and collaborative work environment. The objective of this program is to provide interested employees with the opportunity to receive a vaccination in accordance with related program policies and guidelines.

## **2.2 PROJECT STRUCTURE**

The supplier will report to the Vaccination Program Coordinator at the Public Service Commission and work with an inter-ministry working group to organize and deliver vaccinations to employees of Executive Government who elect to receive them.

Overall planning of the project will be managed with the Vaccination Program Coordinator. Minor arrangements at the vaccination clinics may be done on-site with the inter-ministry working group representative for that site.

## **2.3 PROJECT DURATION**

The immunization services are to be performed between October 14 and November 30, 2008. Clinics in early December would be on an as-required basis only. All reports, invoices and other follow up required under the resulting contract with the successful supplier will be required to be completed before January 31, 2009

## **3.0 SCHEDULE OF EVENTS**

The following is a schedule of events which is subject to change. Dates for milestones after the closing date are provided as target dates only. Best efforts will be applied to meet these dates, however they may change. Where dates change, notice of those changes will be provided to all suppliers.

If it becomes necessary to revise any other part of this RFP, exclusive of the foregoing schedule of events, those revisions will be posted on the website ([www.sasktenders.ca](http://www.sasktenders.ca)).



If revisions to any part of this RFP, exclusive of any changes to the foregoing schedule of events, are necessary after the closing date, short listed suppliers will then be notified and have an opportunity to refine, submit or resubmit their proposals.

**RFP Release Date:** August 26, 2008

**Last Day for Receipt of Questions:** September 8, 2008

**RFP Closing Date and Time:** September 15, 2008  
2:00 p.m., Local Saskatchewan Time

**Tentative Evaluation Completion Date:** September 19, 2008

**Tentative Interview/Presentation Date (If Required):** Week of  
September 22nd, 2008

**Tentative Supplier Selection and Negotiation:** September 26, 2008

#### 4.0 PROPOSAL SUBMISSIONS

Three (3) complete copies of your proposal (one of which must be unbound for photocopying), indicating the RFP reference number and closing date, are to be forwarded to:

Government Services Purchasing  
Attention: Bev Johnson  
1<sup>st</sup> Floor, 1920 Rose Street  
Regina, Saskatchewan  
S4P 0A9

By: 2:00 p.m. Local Saskatchewan Time, September 15, 2008

**The time for closing of proposals will be determined by the time shown on the time and date clock located in Government Services Purchasing.**

**Proposals received after the closing time will not be considered, and will be returned.**

**Facsimile proposals will not be accepted.**



## 5.0 INQUIRIES

### 5.1 Inquiries related to the scope of work are to be directed, **in writing**, to:

Tammy Smith  
Saskatchewan Public Service Commission  
5<sup>th</sup> floor, 2100 Broad Street  
Regina, Saskatchewan S4P 1Y5

Fax: (306) 787-4074                      Email: tsmith2@psc.gov.sk.ca

**Suppliers are encouraged to contact the above-noted representative to obtain a clear understanding of the ministry's requirements prior to completing proposals.**

Government Services strongly supports in-person meetings between individual suppliers and the ministry and may attend any such meetings.

Suppliers must recognize that the detailed notes of meeting discussions will be taken and that any questions and answers that clarify or change the RFP requirements or that are process related will be shared with all suppliers.

Questions that are proprietary to your solution will not be posted upon request.

### 5.2 Requests for instructions, inquiries, interpretations and questions regarding the procurement process and the preparation of proposals are to be directed, **in writing**, to:

Bev Johnson  
Government Services Purchasing  
1<sup>st</sup> Floor, 1920 Rose Street  
Regina, Saskatchewan  
S4P 0A9

Fax: (306) 787-3023                      Email: beverly.johnson@gov.sk.ca

Questions relating to this competition must be provided in writing and must be submitted at least five (5) business days prior to the specified closing date.



Suppliers should make inquiries as early as possible and should not make assumptions regarding the nature of the requirements of the RFP. Suppliers who fail to raise issues and questions they may have during the RFP period do so at their own risk.

To ensure the equality of information among suppliers, answers to inquiries that are relevant to the quality of responses will be posted on the website ([www.sasktenders.ca](http://www.sasktenders.ca)) without revealing the source of the inquiry. Verbal responses to any inquiry are not binding on either party.

Suppliers must recognize that certain proprietary information may not be released to anyone other than the successful supplier(s) for security reasons.

- 5.3** Suppliers are responsible for routinely checking the website ([www.sasktenders.ca](http://www.sasktenders.ca)) for amendments and must adhere to any amendment requirements. No additional notification of amendments will be provided by Government Services.

Government Services assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP.

## **6.0 SCOPE OF WORK**

Influenza vaccination clinics will be required to run between October 14<sup>th</sup> and November 30<sup>th</sup>, 2008. Clinics in December would be on an as-required basis only.

Vaccination clinics will be required in the major centers throughout the province including:

- Regina (6126)
- Saskatoon (1730)
- Moose Jaw (753)
- Swift Current (178)
- Prince Albert (1284)
- North Battleford (409)
- Weyburn (69)
- Estevan (62)
- Yorkton (258)
- An additional clinic may be required in LaRonge (214)

*(The number in parenthesis is the approximate total number of employees located in that centre, not the number of vaccinations expected. Participation rate overall has historically been up to 30%)*



For illustrative purposes, a listing of the vaccination clinics which were provided under the program in 2007 is attached as Appendix B.

The supplier will be required to provide the services through the use of Registered Nurses, licensed and in good standing to provide services in Saskatchewan with experience and competency in providing immunization services.

The supplier will be responsible to ensure informed consent is provided by all who receive immunization and will be responsible for any liability which may arise as a result of the delivery of the services.

## **6.1 Supplier Responsibilities**

At a minimum, the successful supplier will be required to provide:

- Influenza vaccine for approximately 3500 Government of Saskatchewan employees located throughout the province. Vaccine must be approved/licensed for use by Health Canada for the most current strain of Influenza.
- Vaccination clinics at the locations indicated in section 6.0
- Registered nurses at each clinic location to answer attendee questions, obtain informed consent and administer the influenza vaccine to each attendee
- Information to all flu vaccine recipients of the monitoring requirements for any post-injection reactions and completing the monitoring requirements
- Administrative ability to accept employer authorization forms from each attendee which will be forwarded to the ministry with the appropriate invoices
- Invoices by ministry and clinic location submitted to each individual participating ministry by January 31
- Vaccination tallies and participation statistics to the Vaccination Program Coordinator by January 31
- Summary of invoice tallies to the Vaccination Program Coordinator by January 31





## 6.2 Ministry Responsibilities

The Public Service Commission in cooperation with the inter-ministry working group will:

- book space for the clinics
- provide scheduling for appointments
- inform employees of the clinic times and provide the necessary authorizations
- distribute influenza background information to employees

The Public Service Commission will act as a liaison between the inter-ministry working group and the service provider.

## 7.0 PROPOSAL RESPONSE FORMAT

**To ensure your proposal is considered for evaluation, you are required to present proposals, in the order presented below, that include the following:**

### 7.1 Title Page

This first page should show the project title and RFP reference number, closing date and time. Included on this page should be the supplier's contact information as follows:

Legal company name:  
Business Name Registration Number:  
Company Address:  
Contact name:  
Contact phone number:  
Contact fax number:  
Contact e-mail address:



## **7.2 Table of Contents**

A listing of the proposal contents with reference to the appropriate page number. Page numbering and tabs are beneficial.

## **7.3 Letter of Introduction**

One page of introduction which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the proposal on behalf of the supplier.

## **7.4 Acceptance of Terms and Conditions/Contract**

Any deviations or exceptions to the terms and conditions in this RFP document should be fully described. Any proposal that contains conditions that are contrary to, or inconsistent with, the RFP document may be rejected at the discretion of Government Services Purchasing.

The successful supplier will be expected to enter into a contract substantially in the form attached as Appendix D. Any objections to the provisions of the contract should be fully described in the proposal.

## **7.6 Supplier Profile**

Provide a brief introduction of your company including:

- length of time in business
- location of head office and any sub-offices
- experience, within the last five years, in:
  - providing workplace vaccination clinics
  - vaccinating large groups of people (i.e. 200 people in an 8 hour time period)
- any sub-contracting or partnership arrangements. Outline the nature of the proposed involvement and the nature of the relationship
- three (3) references who can confirm your experience in providing similar services. Provide a current contact name and phone number for each reference



## 7.7 Implementation Plan and Approach

Suppliers are requested to provide their approach to setting up and providing the influenza vaccination clinics.

The approach should clearly indicate all the steps to be taken from the acquisition of the vaccine to the provision of invoicing and reports.

The plan should clearly indicate the number of clinics in each location and the number of resources providing the service at each clinic.

## 7.8 Licensing and Insurance Requirements

Suppliers **must** provide proof of insurance in their proposal as identified in the Terms and Conditions. Where the Supplier intends to subcontract services, the proposed subcontractor **must** also have insurance of the same type and levels as specified for the Supplier, and Supplier **must** provide proof of subcontractor's insurance in its proposal.

The successful service provider will be required to provide proof of authority to administer immunizations before the first vaccination clinic.

## 7.9 Proposed Nursing Staff

7.9.1 For each proposed registered nurse, provide the following information:

- Name
- Current Location
- Experience, within the last five years, in:
  - providing workplace vaccination clinics
  - vaccinating large groups of people (i.e. 200 people in an 8 hour time period)
- Details as to where and when the stated experience was obtained

7.9.2 Include a proposed succession plan to ensure an uninterrupted level of service throughout the contract period.



### 7.10 Project Costs

Complete and sign the attached “Quote Sheet” (Appendix A) and include it with your proposal.

Appendix B is for information purposes only. It provides information on the clinics that were held in 2007 and may be of assistance to suppliers when completing Appendix A.

Please note: The Ministry is a GST exempt entity. Therefore, it is the supplier’s responsibility to ensure the ministry is not charged GST. PST, if applicable, shall be included.

All prices quoted will be in Canadian Funds.

### 8.0 EVALUATION

Each proposal will be evaluated solely on its own content. There will be a four-stage evaluation of the proposals.

#### 8.1 Stage 1 – Mandatory Requirements

The first stage of the evaluation process will consist of a review of the proposal to ensure that it is compliant with the mandatory requirements.

Proposals not considered compliant will be rejected at this stage and no further efforts will be applied to them by the evaluation team.

#### 8.2 Stage 2 – Written Proposal

The second stage will consist of an evaluation of the written proposal to rate how the supplier meets the detailed project requirements:

Requirement	Maximum Points
Supplier Experience in Providing Similar Services	10
Implementation Plan and Approach	25
Proposed Nursing Staff Experience	5
Costs	50
<b>TOTAL POINTS</b>	<b>90</b>

Points for the project costs will be completed by allocating the maximum points available to the lowest priced proposal. All other proposals will be pro-rated accordingly.



Generally, proposals that receive less than 70% of the total points will be rejected after stage two. If no proposals achieve the 70% minimum, the evaluation team will decide how many proposals will be short-listed.

Any proposal ranked at the lower-end of the scale in any of the criteria may be rejected.

### 8.3 Stage 3 - Reference Checks (Optional)

	<b>Maximum Points</b>
<b>Reference Checks</b>	20

The third stage of the evaluation will consist of completing reference checks for the supplier and/or their proposed resources and sub-contractors (if applicable).

The ministry reserves the right to contact any of the supplier's customers who the ministry believes may be able to provide information about the supplier that would be pertinent to this RFP.

### **TOTAL COMPETITION SCORES**

	<b>Maximum Points</b>
Stage 2 – Written Proposal	90
Stage 3 – Reference Checks	20
<b>TOTAL MAXIMUM POINTS</b>	<b>110</b>

In submitting a proposal, the supplier agrees that the decision of the evaluation team will be final. Suppliers acknowledge and understand that the evaluation team is not obligated to seek clarifications concerning proposals. Decisions to request clarifications or to conduct interviews/presentations are at the sole discretion of the evaluation team.

Recommendation of award will be based on best value. Best value will be determined by combining the scores of the written proposal and the reference checks.

The highest scoring proposal will be chosen as the preferred supplier.

### 9.0 **CONTRACTUAL AGREEMENT**

The preferred supplier will be expected to enter into an agreement substantially in the form attached as Appendix D. If Government Services and/or the ministry is unable to obtain an acceptable contractual agreement with the preferred supplier, then the second preferred supplier may be selected and a formal written contractual agreement will be developed. In any case, Government Services and/or the ministry, at any time and without liability, may withdraw from negotiations with any potential supplier.



## **10.0 TERMS AND CONDITIONS**

All terms, conditions and provisions of this RFP are deemed to be accepted by the Supplier and incorporated by reference in the proposal and will apply to any subsequent contractual negotiations.

- 10.1** Neither Government Services, nor the client ministry will be responsible for any costs incurred by a supplier in preparing and submitting proposals and/or attending interviews or presentations. Government Services accepts no liability of any kind to a supplier unless, and until, his proposal is accepted and there is a formal contractual agreement.

Submission of a proposal shall not obligate, nor should it be construed as obligating (the client) to accept any such proposal or to proceed further with the project. The client may, in its sole discretion, elect not to proceed with the project, and may elect not to accept any proposal for any reason.

- 10.2** The working language of the Province of Saskatchewan is English and all responses to this Request for Proposal must be in English.
- 10.3** At all times, the supplier has the responsibility to notify Government Services, in writing, of any ambiguity, divergence, error, omission, oversight or contradiction contained within the RFP document as it is discovered.
- 10.4** The supplier shall keep confidential and secure all documents, data, information and other material of the ministry, which is provided to or obtained or accessed by the supplier in the performance of its obligations under this request.
- 10.5** Government Services assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP. Suppliers must recognize that certain proprietary information may not be released to anyone other than the successful supplier for security reasons.
- 10.6** Suppliers may amend or withdraw their submissions prior to the closing date and time specified in the RFP by way of written or faxed notice to Government Services Purchasing. After the closing date and time, proposals will be irrevocable.
- 10.7** Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the supplier is requested to do so by Government Services.
- 10.8** The Supplier must identify any information in its response which it considers to be confidential or proprietary. The Supplier acknowledges that the Client and all materials in its possession are subject to the access of information provisions in the Freedom of Information and Protection of Privacy Act of Saskatchewan.



- 10.9** There will not be a public opening.
- 10.10** All proposals and accompanying documentation received under this competition will become the property of Government Services and the individual ministry and will not be returned. They will be received and held in confidence by the Province, subject to the provisions of the Freedom of Information and Protection of Privacy Act of Saskatchewan.
- 10.11** Government Services may, at its discretion, make certain changes and exceptions to the terms and conditions outlined in this document.
- 10.12** The Government of Saskatchewan has reserved the right to waive minor non-compliance by a supplier with the requirements of the RFP. This will allow the Government of Saskatchewan to consider and possibly accept any proposal which is advantageous to it even though the proposal may be non-compliant in some minor respect.
- 10.13** Government Services reserves the right to accept or reject, in whole or in part, any or all proposals.
- 10.14** Government Services reserves the right to cancel and/or re-issue this RFP at any time for any reason without penalty.
- 10.15** Government Services reserves the right to verify and seek clarification of any and all information provided by the supplier.
- 10.16** Prices quoted are to be held firm for a minimum of 120 days following the RFP closing date, and shall remain in effect through the duration of the contract.
- 10.17** Government Services shall, at the request of a supplier who responded to this RFP, conduct a debriefing after the awarding of the contract, to any suppliers, for the purpose of providing suppliers with feedback on their proposal.
- 10.18** The supplier's proposal shall form part of the contractual agreement by attachment and will be incorporated by reference. Claims made in the proposal shall constitute contractual warranties. Any provision in the proposal may be included in the contractual agreement as direct provision thereof.
- In the event of any inconsistency between the accepted proposal and RFP, and the contractual agreement, the latter shall supersede the former.
- 10.19** Governing Law - Any contractual agreements resulting from this Request for Proposal are subject to the laws of the Province of Saskatchewan.
- 10.20** All work produced under the resulting contractual agreement will be the property of the Government of Saskatchewan.



- 10.21** The supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the services without disclosing the conflict of interest or potential conflict of interest to both Government Services and the ministry and obtaining the written consent to undertake such assignment from both Government Services and the ministry.
- 10.22** The supplier shall not assign or otherwise transfer its rights, duties, and/or obligations under any resulting contractual agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be void and of no effect. The ministry, however, shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under the contractual agreement to another agency of the Province of Saskatchewan, by giving written notice to, and without the consent of, the successful supplier.
- 10.23** The ministry may, at any time, terminate any resulting contractual agreement without cause or reason by giving at least ten days written notice specifying the effective date of termination.
- 10.24** If, prior to the completion of its obligations under any resulting contractual agreement, the successful supplier becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors, or a receiving order is made against the supplier or the supplier makes an assignment for the general benefit of its creditors, or an order is made or a resolution passed for the winding-up of the supplier, or a receiver or liquidator of the supplier's business or property is appointed, the ministry shall have the right to immediately terminate the contractual agreement by giving written notice of termination to the supplier.
- 10.25** The ministry may immediately terminate any resulting contractual agreement by written notice to the successful supplier if the supplier, its contractors, agents, officers or employees breach any of the confidentiality provisions.





- 10.26** In the event of the termination of any resulting contractual agreement, any liability of the ministry pursuant to the contractual agreement or arising from such termination shall be limited to payment by the ministry of any amounts payable in accordance with the contractual agreement for services provided to the date of termination.
- 10.27** Under any resulting contractual agreement, the ministry reserves the right to request the removal of any resource deemed to be unacceptable and shall have the right to review and approve any replacement personnel. Any replacement personnel proposed shall be of at least the same level and qualification as the person being replaced.
- 10.28** The successful supplier shall take reasonable and proper care of any Government property while such property is in the possession of the supplier or subject to its control and the supplier shall be responsible for any loss or damage, ordinary wear and tear expected, resulting from its failure to do so.
- 10.29** If either party is delayed, hindered or prevented from the performance of any of its obligations under any resulting contractual agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.
- 10.30** Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of any resulting contractual agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of the contractual agreement must be in writing to be effective and shall apply only to the extent set forth in writing.



- 10.31** The successful supplier shall require that its contractors, employees and agents, when on the ministry's premises, comply with all security and safety rules and regulations applicable to the premises.
- 10.32** The successful supplier agrees to obtain and maintain in force all approvals, licenses and permits and abide by government health and labour regulations that are necessary to lawfully provide the services under any subsequent contractual agreement.
- 10.33** The successful supplier will be solely responsible for the quality of service and/or materials supplied by their subcontractor(s). The successful supplier will also have the responsibility to coordinate all activities relating to the subcontractor(s).
- 10.34** The successful supplier agrees to pay all debts and liabilities that it incurs in performing its obligations under any resulting contractual agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 10.35** No payment shall be made to the supplier unless and until invoices, time reports, receipts and all other documents prescribed by the ministry are submitted in accordance with the terms of any resulting contractual agreement or instructions of the ministry.
- 10.36** Payment by the ministry, under or pursuant to any resulting contractual agreement, will be subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the Services to be provided under the contractual agreement in the fiscal year of the ministry in which the liability to pay arises.
- 10.37** The successful supplier shall obtain, prior to commencing the services, and maintain in force comprehensive general liability insurance covering bodily injury, including death, property damage, professional liability, errors and omissions, crime insurance and non-owned automobile insurance in an amount of not less than \$5,000,000 per occurrence with no annual aggregate, with a reputable insurance company. If and whenever requested by the ministry, the supplier shall provide to the ministry proof of such insurance.
- 10.38** The successful supplier and any approved sub-contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the contract. If this status is changed at any point throughout the duration of the contract, the supplier has the obligation to notify the client of this change within 5 business days. Failure to notify within 5 business days may result in the client withholding payment.



- 10.39** The supplier agrees that it will not use any employee or agent to provide services who has a criminal record, except with the prior written approval of the client. If the supplier becomes aware that the employee, agent, or third party obtains a criminal conviction at any point during the term of the contract, the supplier shall notify the client within 10 business days that its employee, agent, or third party providing services has a criminal record, as well as provide the particulars of the criminal conviction. The client may then, at its sole discretion, require the supplier to replace such employee, agent, or third party with another employee, agent, or third party suitable to the client.
- 10.43** No increase in the total liability of the Client, resulting from any changes, will be authorized or paid to the supplier unless such changes have been negotiated and approved by the Client prior to their incorporation in this agreement.
- 10.44** The successful supplier shall provide the ministry with any required Certificates of Insurance prior to the commencement of any contractual agreement if so requested.



Appendix A – Quote Sheet

Supplier: \_\_\_\_\_

Clinic Locations*	Estimated Total # of Potential Attendees*	Number of Clinics	Number of Hours/ Clinic	# of RN's/Clinic	Vaccination Provision Costs	Travel Costs	Administration Costs	Total Costs/ Location
Regina	1837							
Saskatoon	519							
Moose Jaw	225							
Swift Current	54							
Prince Albert	385							
North Battleford	122							
Weyburn	21							
Estevan	19							
Yorkton	78							
LaRonge	64							
<b>TOTAL COST</b>								

\*This number is an estimate only based on the number of employees in the location.

Name of Authorized Company Official (*Please Print*) \_\_\_\_\_

Signature of Authorized Company Official \_\_\_\_\_



### APPENDIX B – 2007 CLINIC STATISTICS

<b>Clinic Locations</b>	<b>Number of Hours</b>	<b># of Nurses</b>	<b>Max. # of Appointments/15 Minutes</b>
Estevan	3	1	5
LaRonge - Mistasinihk Place	4	1	5
Moose Jaw - WG Davies Bldg	4	2	10
North Battleford - Kramer Place	3	1	5
PA - Highways shop	3	1	5
PA - MacIntosh Mall	8	1	5
PA - Pinegrove Correctional Centre	4	1	5
PA - Provincial Courthouse	2	1	5
Regina - Century Plaza	8	2	10
Regina - Chateau Towers	8	2	10
Regina - Delta Office Tower	4	2	10
Regina - Highways Building	4	2	10
Regina - Hong Kong Bank Building	8	3	15
Regina - Lloyd Place	4	2	10
Regina - Provincial Lab (Lloyd Place)	4	2	10
Regina - Royal Sask Museum	8	3	15
Regina - TC Douglas	8	2	10
Regina - Victoria Tower	8	2	10
Regina – Walter Scott	4	3	15



<b>Clinic Locations</b>	<b>Number of Hours</b>	<b># of Nurses</b>	<b>Max. # of Appointments/15 Minutes</b>
Saskatoon - Correctional Centre	4	1	5
Saskatoon - Highways Shop	4	1	5
Saskatoon - Sturdy Stone	8	2	10
Saskatoon - Sturdy Stone	4	2	10
Swift Current - El Woods	4	2	10
Swift Current - Highways shop	3	1	5
Weyburn - J. Auburn Pepper Building	4	1	5
Yorkton - Kuziak building	4	1	5

\* This information is a close approximation of the clinics held in 2007.



## APPENDIX C – DEFINITIONS

Throughout this RFP, the following definitions apply:

**“Agreement”** means the written contract between the preferred supplier and Her Majesty to provide the services contemplated by this RFP.

**“Agreement on Internal Trade (AIT)”** means the Agreement between the Federal, Provincial and Territorial governments to reduce trade barriers within Canada. The Agreement is to reduce and eliminate public sector procurement barriers within Canada for goods valued over \$25,000 and for services valued over \$100,000.

**“Business Hours”** (unless otherwise stated) means 8:00 a.m. to 5:00 p.m. Local Saskatchewan Time, Monday to Friday (excluding statutory holidays).

**“Client”** (referring to ministries) means Her Majesty the Queen in the right of the Province of Saskatchewan, as represented by the Saskatchewan Public Service Commission.

**“Desirable” “should”** means requirements that may have a degree of importance to be objectives of this RFP and may be rated.

**“Entity”** refers to the Government of Saskatchewan, the province or ministries are used for administrative purposes and mean ***Her Majesty the Queen in Right of the Province of Saskatchewan, as represented by the Minister Responsible for the Public Service Commission.***

**“Evaluation Team”** means the individuals who will evaluate the proposals on behalf of the Government of Saskatchewan.

**“GST”** means Goods and Services Tax (currently at 5%).

**“Mandatory” “shall”, “must”, and “will”** means requirements that are imperative and must be met in order for the proposal to receive consideration.

**“Non-Compliant”** means the proposal fails to provide sufficient detail necessary to evaluate the proposal against the mandatory requirements outlined in this RFP document.



“**Optional**” “**may**” “**might**” or “**could**” means requirements that might be rated.

”**PST**” means Saskatchewan Provincial Sales Tax (currently 5%).

“**Preferred Supplier**” means the supplier who has been selected through the competition, but with whom a contractual agreement has not been signed.

“**Proposal**” means the document submitted by a supplier in response to the RFP.

“**Purchasing Branch**” means the Purchasing Branch under the Purchasing Act.

“**Rated**” “**should**” means requirements that will be evaluated in accordance with the evaluation criteria and assigned points.

“**RFP**” means Request for Proposal.

“**Saskatchewan Time**” means Local Saskatchewan Time as verified by the time clock located at Government Services Purchasing offices.

“**Services**” means the functions, duties, tasks and responsibilities to be provided by the supplier as described in this RFP.

“**Government Services**” means Government Services.

“**Successful Supplier**” means the organization responding to this RFP who is determined to be successful in this competition and has signed a contractual agreement.

“**Supplier**” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal.





## APPENDIX D – SAMPLE CONTRACT

THIS AGREEMENT made this        day of        (the “Agreement”).

BETWEEN:

**The Government of Saskatchewan**  
represented by the Minister responsible  
for the Public Service Commission (Saskatchewan)

- and -

(Contractor)

WHEREAS Saskatchewan wishes to make available influenza immunization vaccinations (“flu vaccines”) to all eligible Government of Saskatchewan employees (“Flu Vaccines Program”);

AND WHEREAS the Contractor has agreed to administer the Flu Vaccines Program to Government of Saskatchewan employees who have agreed to participate in this program on a voluntary basis.

Accordingly, the parties agree as follows:

### 1. Responsibility of Saskatchewan

- 1.1 Saskatchewan will be responsible for the following:
- a. Providing Government of Saskatchewan employees with information regarding the Flu Vaccines Program and the availability of the program to all employees;
  - b. Distributing flu vaccine information sheets, health assessment and consent forms to employees prior to the Flu Vaccination Clinics dates, and advising employees that these must be completed and brought with them to the clinic;
  - c. In co-ordination with the Contractor, setting up date(s), time(s) and location(s) for the Flu Vaccination Clinic(s); and
  - d. Supplying to employees a means to schedule vaccination appointments.



- 1.2 Prior to the Flu Vaccination Clinics date, Saskatchewan will advise the Contractor of the approximate number of participants at each location;
- 1.3 Clinic appointments will be organized to accommodate breaks and/or lunch for Contractor staff. The actual times of the breaks will vary with the actual clinic hours. General considerations include:
  - a. 4 hour clinic = one 15 minute break
  - b. 5-6 hr. clinic = one 15 minute break and/or one 30 minute meal break depending upon actual clinic hours
  - c. 8 hr clinic = two 15 minute breaks and one 30 minute meal break
- 1.4 At each Flu Vaccination Clinic location, Saskatchewan shall ensure that the following are available:
  - a. Desk and/or table and sufficient chairs for employees and the Contractor staff to administer and set up the flu vaccine equipment;
  - b. Sufficient garbage containers for non-medical waste;
  - c. Access to a telephone for the Contractor staff;
  - d. An on-site contact/helper to assist with clinic coordination

## **2. Responsibilities of Contractor**

- 2.1 The Contractor will be responsible for the following:
  - a. Providing Saskatchewan with promotional information material and brochures to describe the Flu Vaccines Program;
  - b. Providing sufficient human resources to organize and implement the Flu Vaccines Program in a safe and responsible manner;
  - c. Setting up and dismantling of the clinics
  - d. Providing all equipment and materials necessary for the clinic. Supplies provided by Contractor shall include vaccine, syringes, needles, alcohol swabs, band aids, emergency medications, BP cuff, stethoscope and receptacles for safe disposal of medical waste. Contractor shall also provide Saskatchewan with Health Assessment and Informed consent forms for use at the clinic.
  - e. Reviewing health assessments and consent forms with Government of Saskatchewan employees, answering any questions they may have and obtaining their informed consent.
  - f. Administering flu vaccines and follow-up treatment;



- g. Obtaining signed medical directives from the Contractor Medical Advisor for the administration of the Flu Vaccines, and necessary emergency medications to be administered to employees in the event of an anaphylactic reaction to the flu vaccination;
  - h. Ensuring that all flu vaccine recipients are advised of post-injection reactions and are properly monitored in accordance with best health care practises for such reactions;
  - i. Completely and accurately documenting the administration of the flu vaccine for each employee and monitoring any reactions. Any and all documentation, including medical documentation, will be maintained by the Contractor and will be held in strict confidence by the Contractor.
- 2.2 The Contractor shall provide statistical data to assist in evaluating the success of the flu program. This data shall be aggregated in such a manner that no employee or employee groups shall be identified.

### **3. Location of Flu Vaccines Clinics**

The parties agree that the flu vaccine clinics shall be held at the locations identified in schedule "A", attached to this Agreement.

### **4. Vaccine availability**

Provision of all clinics is contingent upon the availability of sufficient vaccine. Saskatchewan agrees that clinic dates may be subject to change or cancellation in the event that circumstances outside of Contractor's control affect the availability of the vaccine.

### **5. Remuneration**

- 5.1 The Contractor will receive the fees and disbursements for the provision of the services outlined below:
- 5.2 The Contractor shall provide an invoice to each ministry for the services. Invoices submitted shall contain sufficient information regarding the date, location, number of clients, billing rate, Saskatchewan supplied authorization form and any additional information as requested by Saskatchewan.
- 5.3 All invoices will be provided by the Contractor prior to January 31, 2009.

Payment will be made within 30 days after receipt of the invoice. The government of Saskatchewan does not pay fees or interest on overdue accounts.



- 5.4 The Government of Saskatchewan is a GST exempt entity and, therefore, it is the Contractor's responsibility to ensure that GST is not charged.
- 5.5 Contractor travel or mileage expenses will require pre-approval from Saskatchewan prior to such being incurred.

## **6 Independent Status**

For the purposes of this Agreement, the Contractor is an independent contractor and shall not be deemed to be employed by Saskatchewan. The parties agree that no oral agreement or revisions to this agreement shall be construed so as to constitute the Contractor as being an agent, servant or employee of Saskatchewan, or create a partnership, joint venture or employment relationship.

## **7 Indemnification**

- 7.1. The Contractor shall indemnify and hold harmless Saskatchewan, its officers, ministers and employees from and against any claims, losses, damages, demands and causes of action of any nature whatsoever, which may be brought against or suffered by Saskatchewan as a result of any willful or negligent act, omission, representation or default of the Contractor, its employees, subcontractors and agents arising from, or out of the performance of obligations under, this Agreement.

## **8 Insurance**

The Contractor warrants to Saskatchewan that it has and will maintain during the term of this Agreement, general liability insurance in an amount not less than five (5) million dollars (\$5,000,000.00) per occurrence with no annual aggregate. Coverage includes coverage for bodily injury, property damage, professional liability, errors and omissions, crime insurance and non-owned automobile insurance and is applicable to the services which the Contractor will provide under this Agreement. The Contractor will provide proof of insurance to Saskatchewan upon request.

## **9 Termination**

Saskatchewan may terminate this Agreement without cause, upon providing ten (10) days' prior written notice to the Contractor. In such event the Contractor will be paid for services provided up to the date of termination.



## 10 Miscellaneous

### 10.1 Legal Jurisdiction:

This Agreement and the rights and obligations of the parties hereunder are subject to all applicable laws, rules and regulations and orders of any legislative body or duly constituted authority. The parties agree that the law of Saskatchewan will govern this Agreement.

### 10.2 Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart.

### 10.3 Confidentiality:

- a. Each of the parties shall keep all information, documents, data, and other employee information, including personal information within the meaning of the Freedom of Information and Protection of Privacy Act, or personal health information within the meaning of The Health Information Protection Act whether in paper, electronic, or other form and shared orally, visually or electronically obtained from the other party under this Agreement in strict confidence subject to prior written consent to disclose to a third party, or the necessity of disclosure pursuant to applicable laws.
- b. The Contractor may, for the purposes of marketing, disclose Saskatchewan's name and general description of the services provided pursuant to this Agreement, but shall not indicate in any way that Saskatchewan endorses the Contractor's services.

### 10.4 Waiver:

A waiver or non-enforcement by either Party of any one term or any one or more defaults by the other Party shall not operate as a waiver of any future requirements or defaults, whether of like or different character.

### 10.5 RFP

The Contractor's Response to the Request for Proposal forms an integral part of this Agreement and the Contractor will comply with all representations made in the Response. In the event of a conflict between this Agreement and the Response to the RFP, the Agreement shall prevail. The Response is attached as schedule "A" to this Agreement.



10.6 Entire Agreement:

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. Subject to 10.5, this Agreement supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.

10.7 Time of Essence:

Time shall be of the essence of this agreement.

10.8 Severability:

- a. If any provision hereof is invalid or unenforceable the other provisions hereof shall remain in full force and effect and shall be construed in order to carry out the intention of the parties as nearly as possible and
- b. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.

10.9 Term of the Agreement:

This Agreement shall commence upon the date when executed by all parties and will end when all obligations have been performed, or March 31, 2009, whichever is earlier.

10.10 Survival:

The provisions of Section 7 and 10.3 shall survive the termination of this Agreement.

10.11 Notice:

Any notice, request, invoice or demand to or upon the respective Parties hereto shall be in writing and shall be validly communicated by the delivery thereof to its addressee either personally, by courier, registered mail, facsimile to the address hereinafter mentioned:

To Saskatchewan :

Public Service Commission  
5<sup>th</sup> Floor, 2100 Broad Street,  
Regina, Saskatchewan S4P 1Y5  
Attention:  
Telephone:  
Fax: 306-787-4074



To The Contractor:

Any such notice shall be sent in order to ensure prompt receipt of such notice by the other party.

Such notice sent as aforesaid shall be deemed to have been received by the party to whom it is sent at the time of its delivery if personally delivered, or on the date of such receipt if sent by courier or by registered mail or on the business day of transmittal thereof if sent by e-mail or facsimile as the case may be; provided, however, that in the event normal mail service, courier service, e-mail or facsimile shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the notice shall utilize any of the said service which has not been so interrupted. Each party shall provide written notice to the other of any change of address for the purposes hereof.

This Agreement shall be binding upon and enure to the respective successors and assigns of the parties hereto

IN WITNESS WHEREOF the parties execute this Agreement