Request For Proposal (RFP)

Nova Scotia Insulin Pump Program

(Concurrent Negotiations – Best and Final Offer)

RFP Number: IWK-2019-032
Issued Date: June 28, 2019
Closing Date: July 11, 2019
Closing Time: 14:00 pm (Atlantic Standard Time)

This document is intended for the identified proponents only and it to be treated as confidential. This document is not to be shared outside of the proponent organizations unless expressly permitted by the IWK.
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1. **INTRODUCTION**

1.1. The IWK is seeking proposals for the supply, education and support services to patients pre-approved into the Nova Scotia Insulin Pump Program (“NSIPP”) throughout the province of Nova Scotia. Any reference to the IWK in this Request for Proposals (“RFP”) is a reference to the NSIPP Administration site.

1.2. The IWK is seeking Proposals for the following:

   **“Supplied Goods Proposal”** A solution to supply insulin pumps, pump supplies, patient education and provider pump training, and support services for the Nova Scotia Insulin Pump Program to be established for pre-approved patients into the NSIPP in the province of Nova Scotia as detailed in this RFP. The detailed scope & contract of this request is set out in Appendices A, B, F, G, & H & Contract Appendices D & E along with Schedule A;

1.3. The IWK has issued this RFP and is conducting this RFP process on behalf of DHW and pre-approved patients of the NSIPP in the Province of Nova Scotia. The successful Proponent(s) will enter into a contract(s) with the participating IWK and pre-approved patients of the NSIPP for the supply of goods and services required. The NSIPP administration site, under the guidance of the IWK, will in writing make contact with successful Proponent(s) to provide the contact information of the approved patient for the acquisition of the pump, supplies, technical education and support services outline in this RFP.

1.4. Proposals **shall** offer solutions that accommodate the needs addressed in the RFP and which provide the best value for the IWK and pre-approved patient(s).

2. **PROFILE**

2.1. The NSIPP is funded by the DHW and administrated by the IWK Health Centre. The NSIPP will provide funding towards the purchase of insulin pumps for Nova Scotia residents living with Type 1 diabetes who are less than 26 years of age. The program will also provide funding towards the purchase of insulin pump supplies (Continuous Glucose Monitoring not included) for Nova Scotia residents living with Type 1 diabetes who are less than 26 years of age.

2.2. NSIPP funding amounts will be based on family size and income for applicants that have met established NSIPP medical eligibility criteria. NSIPP-approved Diabetes Centres will provide assessment, education and pre-pump preparation, as well as pump initiation and follow-up services to all NSIPP candidates. These sites, and the specialty physicians associated with them, will be responsible for the completion and submission of the Medical Eligibility Form to the NSIPP administrative site. Insulin pump initiation in Nova Scotia will be encouraged through NSIPP-approved sites that meet established requirements following recommended processes, including assessment of knowledge, skills, and safety practices on an annual basis.

2.3. Administration of the NSIPP is under the oversight of IWK. This administration includes receipt of the application, verification of the HCN and the financial copayment, notification to the applicant for approval to precede, notification to the approved NSIPP-DC site, and completion of the application process once notified that the medical eligibility criteria have been met. The
administration site will correspond with the proponent or and the DHW for billing purposes.

2.4. The Proponents are expected to enter into agreement with the patient with regards to delivery and support of the pump and pump supplies.

2.5. The NSIPP will be the payer of last resort and applicants to the program will use their private insurance. Proponents will be expected to coordinate the billing of third party insurers, patients, and the NSIPP.

2.6. The medical eligibility criteria for NSIPP patients are set out in Appendix G.

2.7. The requirements for NSIPP approved Diabetes Centres are set out in Appendix H.

3. DEFINITIONS

3.1. Compliant Proposal:
A Proposal which complies with the mandatory requirements of an RFP

3.2. Contract:
The legally binding agreement executed between the successful Proponents and the 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.

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

3.4. Delivered Duty Paid:
A transaction in which the seller must pay for all the costs related to transporting the goods and is responsible in full for the goods until they have been received and transferred to the buyer. This includes paying for the shipping, the duties and any other expenses incurred while shipping and off-loading the goods.

4. PROPOSED SCHEDULE OF EVENTS

4.1. The following key dates (subject to change) shall apply to this RFP process.
- Issue Date: June 28, 2019
- RFP Documents available to Proponents: June 28, 2019
- Questions Due Date @ 14:00 pm(ATL Time) Date: July 5, 2019
- Closing Date: July 11, 2019
- Proposal Review Date: TBD
- Tentative Award Date Date: TBD
- Tentative Commencement Date of Contract(s) Date: TBD
5. **INSTRUCTIONS TO PROPOUNTE**

5.1. Sealed proposals only signed, executed, and dated **shall** be directed to:

*Procurement – Amy Gillis*
*IWK Health Centre*
*Goldbloom - Level 1, R1003*
*5850/5980 University Avenue*
*Halifax, N.S. B3K 6R8*

No later than **1400 Hours Local Atlantic Time on July 11, 2019** (the “Closing Time”) - In case of dispute as to time requirements stipulated in this RFP, the hospital system clocks at the IWK Health Centre **shall** be taken as accurate.

5.2. No faxed or emailed proposals will be accepted.

5.3. **Package exterior shall clearly be designated “RESPONSE TO RFP” including the full contact and address information stipulated in clause 5.1 above.**

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

5.5. 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. The IWK is not responsible for lost, misplaced or incorrectly delivered proposals. All proposals will be date and time stamped upon receipt pursuant to clause 5.1 above.

5.6. Submissions **shall** consist of two (2) hard copies of your proposal clearly marked “original” and six (6) additional copies **must** be clearly marked “copy”. As well, one (1) additional copy **must** be provided on USB Stick. 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 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 paper copy will be deemed the accurate version.

5.7. Proposals received which have not been signed in all the prescribed places are deemed non-compliant and will be rejected. The IWK **shall** have the sole and absolute discretion to reject proposals which do not comply with mandatory criteria set forth in this RFP. If the Proposal is non-compliant and is rejected, the IWK will forward a letter of non-compliance to the Proponent upon completion/cancellation of the RFP process.
6. ADDENDA

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

6.2. Addenda issued by the IWK will be emailed to each invited participant.

6.3. All Proponents are responsible for ensuring:
   6.3.1. They are aware of the Addenda issued,
   6.3.2. They include copy(s) of all Addenda in their proposal, and
   6.3.3. They have complied with any Addenda.

7. QUESTIONS

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

   IWK Recipient: Amy Gillis
   Email Address: AmyM.Gillis@iwk.nshealth.ca

   By no later than 1400 HOURS ATLANTIC TIME on July 5, 2019

7.2. Questions received in advance of the above date and time will be answered, by way of addenda, which will be emailed no later than three (3) days prior to the closing date for this RFP.

7.3. 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 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.

7.4. The IWK and their representatives shall not consider and not held responsible in any way for information provided verbally by any Proponent.

8. PROPOSAL LAYOUT

8.1. Proponents may submit Proposals in the following format:

   • Section 1 Completed General Terms & Conditions, Appendix C Compliancy Checklist & Proposal Submission Form
   • Section 2 Completed Appendix A - Pricing Proposal
   • Section 3 Completed Appendix B – Specifications
   • Section 4 Product Literature
   • Section 5 Training/Education
   • Section 6 Warranty/Service Literature
9. PROPOSAL SUBMISSION

9.1. Estimated quantities in Appendix A are for proposal purposes only. The IWK will not be bound by these quantities under any resultant contract(s). The IWK reserves the right to accept the proposals which best suits the aforementioned requirements while offering the best value to the pre-approved patients of the NSIPP. The IWK 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 so doing, the best interest of the IWK and pre-approved patients of the NSIPP will be served. No liability shall accrue to the IWK for its decision in this regard.

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

9.3. The IWK 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.

10. DEVICE LICENSING / CSA STANDARDS

10.1. Medical devices/equipment sold, leased, or loaned to Diabetes Centres and patients/families and classified, as a Class II, III, or IV medical device, must have a valid Health Canada Medical Device License. A copy of the license(s) must be provided for medical devices/equipment offered.

10.2. All offered medical devices/equipment must be certified to all appropriate CSA Standards by a recognized agency. All components of the medical devices/equipment require this approval, individually, as well as the combined system. If the medical devices/equipment is supplied without such required certifications and labeling, the proponent shall be responsible for all testing and modification costs to make the equipment/system acceptable by CSA Standards.

11. PRODUCT SUPPORT

11.1. 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.

12. PROVINCIAL/ATLANTIC INITIATIVE CLAUSE

12.1. Other Identified User(s) that may require the goods and services outlined in this RFP will contact the supplier directly. The user(s) will indicate their purchasing requirements. The goods will be shipped to destination and invoiced in accordance with the purchasing
instructions. The proponent may be required to sign an agreement with the authorized user(s).

12.2. The Identified Users authorized by the IWK, Nova Scotia to participate against the resultant contract(s) are:

- 12.2.1. Provincial Insulin Pump Program, Government of Newfoundland and Labrador or any Authorized Participant of the Insulin Pump Program by the Government of NFLD
- 12.2.2. New Brunswick Pediatric Insulin Pump Program, Government of New Brunswick or any Authorized Participant of the Insulin Pump Program by the Government of NB
- 12.2.3. Government of Prince Edward Island or any Authorized Participant of an Insulin Pump Program by the Government of Prince Edward Island

12.3. The IWK reserves the right to extend the validity of the successful proponent(s) terms and conditions, of this RFP, for a period of twelve (12) months following award without requirement for a further RFQ/RFP/Tender.

12.4. Proponent shall acknowledge the terms offered this RFP may be extended to other Identified Users (as listed in Section 12.2) and practices within the Atlantic Procurement Agreement policies https://www.gov.ns.ca/tenders/.

13. BASIS OF SELECTION

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

13.1.1. Short-listed Proponents must achieve the following mandatory criteria:

**Warranty (Pass/Fail):**
Proponent must provide a five (5) year warranty solution or any acceptable five (5) year option that will work with the NSIPP’s five (5) year replacement pump program offered to patients.

**Billing Options (Pass/Fail):**
Proponents must be able to support and provide billing to all parties involved

13.1.1.1. In order for further consideration and possible negotiations with proponent(s) in the RFP, proponent(s) must achieve the above mandatory criteria. Proponent(s) not achieving both (2) criteria will be given no further consideration

13.1.2. In order to be included in the NSIPP, proponents must provide satisfactory responses in Appendix B.
13.1.3. Each proposal must include a Submission Pricing Form (Appendix A) completed according to the instructions contained in the form.

13.1.4. In the event of negotiations, they will occur based on Section 16 of this RFP. Award(s) will be determined based on the above criteria along with any agreed upon negotiations that may occur.

13.1.5. IWK 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.

14. ENVIRONMENTAL IMPACT PROCUREMENT

14.1. As environmentally concerned organizations, the IWK is 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 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:

14.1.1. Reduction in harmful or hazardous gas and waste emissions and air contaminants;
14.1.2. Support of reuse and recycle initiatives;
14.1.3. Improved utilization of natural resources; and
14.1.4. Support of a healthier working environment for employees through the purchase of environmentally preferable goods and services.

15. NEWS RELEASES/PUBLIC ANNOUNCEMENTS

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

15.2. The IWK on behalf of the DCPNS asks that the successful proponent(s):

Inform the IWK and the DCPNS of educational opportunities (group meetings/sessions) being provided/planned for Nova Scotia diabetes educators. To ensure coordination and non-competition of event attendance.
Forward the DCPNS details of the support and education being provided for Diabetes Centre Educators across the province.
Provide an annual summary report, required through to completion of this contract, outlining all provided training activities. This includes, the venue/location, date(s), attendees, type of event (one-on-one training, group education, etc.) purpose of the event, and presenters, where applicable.
15.3. Proponents shall not communicate information regarding NSIPP that could mislead or influence a patient in any way.
15.4. The successful proponent(s) must communicate with the NSIPP about upcoming product offerings.
15.5. The success proponent(s) shall not distribute products that are not financially covered under the program to NSIPP clients.
15.6. The successful proponent(s) shall not provide Diabetes Centers with any financial incentive for the initiation of their pump for NSIPP enrollees.

16. NEGOTIATIONS WITH PROPONENTS
16.1. Depending on the Proposal(s) that the IWK has determined represents the best value for the IWK, prior to award, negotiations will occur in the following manner:

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

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

17. PERIOD OF CONTRACT
17.1. 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.

17.2. Estimated quantities in Appendix A are for proposal purposes only. The IWK will not be bound by these quantities under any resultant contract(s).

17.3. 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 done only by written agreement with the IWK.

17.4. During the term of the contract(s) resulting from this RFP, new proponent(s) may have the opportunity join the Nova Scotia Insulin Pump Program providing they can meet the
mandatory criteria of this RFP.

18. ACCEPTANCE/REJECTION

18.1. The IWK 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.

18.2. The IWK reserves the right to accept the proposals which best suits the aforementioned requirements while offering the best value to the pre-approved patients of the NSIPP. The IWK 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 so doing, the best interest of the IWK and pre-approved patients of the NSIPP will be served. No liability shall accrue to the IWK for its decision in this regard.

18.3. Proponents not successful in obtaining a contract will receive notice.

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

18.5. A debriefing will be provided only if requested in writing to the person identified in Section 5.0 – 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.

18.6. 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:

18.6.1. **Discretionary Process:** The IWK shall have sole and absolute discretion to:
   18.6.1.1. 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
   18.6.1.2. suspend or cancel this RFP at any time
   18.6.1.3. reject any or all proposals submitted in response to this RFP
   18.6.1.4. 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.
   18.6.1.5. 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 the IWK may require, and to request additional information and clarification regarding any proposal. The IWK has no obligation to notify any Proponent of such negotiations.
18.6.1.6. 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

18.6.1.7. discontinue any negotiations at any time

18.6.2. **Evaluation and Selection:** The IWK shall have sole and absolute discretion to:

18.6.2.1. 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 the IWK

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

18.6.2.3. select any proposal(s) considered by the IWK to be in its best interests or the most satisfactory, including without limitation the lowest or any price proposal(s)

18.6.3. **No Liability:**

18.6.3.1. 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 the IWK, and all costs incurred by a Proponent during the selection process and any negotiations.

18.6.3.2. No Proponent shall have any claim against the 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 the 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 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 IWK, its servants, agents, or employees.

18.6.4. **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 Owner which is inconsistent or conflicts with the provisions contained in these RFP conditions.

18.6.5. **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.

19. GENERAL TERMS AND CONDITIONS

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

19.2. In accordance with Section 13 Basis of Selection, 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).

19.3. In submitting your response, the Proponent acknowledges their acceptance of each of the following terms and conditions. Any references to a “Contract” pertain to the contract(s) arising from the award of this RFP, in the form attached at Appendix D, as applicable. These Contracts shall contain the following terms and conditions:

1. Any information contained in a proposal that is considered confidential by the Proponent should be clearly identified as confidential. The IWK 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 the IWK 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. The IWK makes no representation or assurance regarding the outcome of proposals, and specifically reserves the right to terminate the RFP without consequence or liability.

4. All documents, including Proposal, submitted to the IWK become the property of the IWK 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 Law. 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.

5. The Proponent represents and warrants that none of the proposal materials infringe any intellectual property rights of third parties.
6. All prices / costs are to be quoted in Canadian dollars and exclusive of any taxes (HST). Any product that has tax exemptions needs to be stated.

7. All freight/shipping charges are to be DDP.

8. All proposed equipment/goods/furniture (if any) **must** comply with and be approved for all applicable codes and standards.

9. The successful Proponent and any subcontractors listed in the proposal **must** be registered in the Province of Nova Scotia under the Corporations Registration Act or the Partnerships and Business Names Registration Act before a contract is awarded by the IWK.

10. The IWK requires monthly-consolidated invoice where applicable.

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

12. The Proponent confirms that they have no outstanding or pending litigation, action, claim, demand or cause of action against the IWK which in any way relates to the subject matter of the RFP or which relates to the supply of goods and services to the IWK.

13. 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.

14. The IWK 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.

15. 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 Protection Act. Proponents submitting proposals hereby certify that all information necessary to allow the IWK to determine compliance with the Personal Information International Disclosure Act has been provided to the IWK. The Proponents also agree, upon request of the IWK, to conduct a Privacy Impact Assessment on its service and provide in order to assist the IWK to demonstrate compliance with its obligations under privacy legislation.

**ACKNOWLEDGED AND AGREED:**

________________________________ (Proponent Name)

Per: ________________________________

(Authorized Signing Authority for Proponent)

_________________________ (Date)
20. PROPOSAL SUBMISSION FORM

20.1. I/we certify that the facts and representations affirmed in this Proposal are true and accurate and my/our continuing compliance with these requirements are conditions that apply to this RFP and the agreements entered into pursuant to this RFP.

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

20.3. 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.

20.4. Authorized Signature(s)

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21. APPENDIX A – PRICING PROPOSAL

Estimated quantities below are for proposal purposes only. The IWK will not be bound by these quantities under any resultant contract(s). The IWK reserves the right to accept the proposals which best suits the aforementioned requirements while offering the best value to the pre-approved patients of the
NSIPP. The IWK 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 so doing, the best interest of the IWK and pre-approved patients of the NSIPP will be served.

No liability shall accrue to the IWK for its decision in this regard.

There are currently, to May 2019, an estimated 1200 individuals 25 and under living with diagnosed Type 1 diabetes in Nova Scotia. Of these individuals with type 1 diabetes, 48% are estimated to currently be using an insulin pump (this varies by age group.) There are approximately 70 new cases of diagnosed Type 1 diabetes in the 19 years & under age group each year. After a year of new diagnoses, we expect 60-75% of these new cases to be insulin pump candidates.

<table>
<thead>
<tr>
<th>Product Name/Model Number</th>
<th>Product Description</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>MDL#</th>
<th>CSA Approved</th>
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<td><strong>Pumps</strong></td>
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<td><strong>Pump Supplies</strong></td>
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<tr>
<td><strong>Additional Pump Supplies necessary for pump operations</strong></td>
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<tr>
<td>Skin Prep</td>
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<td>Tapes</td>
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See Next Page

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 DDP across Canada to all participants.
## APPENDIX B- SPECIFICATIONS

The following responses will be evaluated on a satisfactory/non-satisfactory basis. Any proponent who receives a non-satisfactory evaluation will have the option to request a debrief.

Provide responses to the following:

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>1.</td>
<td>Provide a detailed explanation of insulin pump and insulin pump supply features. State the features that are unique and/or exclusive of this product.</td>
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<tr>
<td>2.</td>
<td>Provide explanation of your company’s trial/return periods policy.</td>
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<td>3.</td>
<td>Provide your company’s details on exchange provisions.</td>
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<tr>
<td>4.</td>
<td>Provide your warranty details noting that NSIPP provides replacement pumps every 5 years to its patients. Please provide explanation how your company meets this requirement. Include details on exclusions, limitations or specifications.</td>
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<tr>
<td>5.</td>
<td>Provide information regarding which pumps are approved for the pediatric population and the special features related.</td>
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<tr>
<td>6.</td>
<td>Provide details regarding product technical support on how to use the pump.</td>
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<tr>
<td>7.</td>
<td>Provide a detailed explanation of product technical support in the event of device malfunction (replacement pump).</td>
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<tr>
<td>8.</td>
<td>Provide an explanation of the options available to patients for vacation pumps.</td>
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</table>
9. Provide a detailed explanation of the educational offerings that can be provided to:
   a. Patient/families
   b. Diabetes educators
   c. Certified pump trainers
   d. Physicians
   e. Other individuals involved in the care of children living with Type 1 diabetes
   f. Emergency Responders

10. Provide an explanation of how planned pump training events and an annual summary of activities will be delivered each calendar year will be shared with the IWK and the DCPNS (see 15.2).

11. Recognizing the limited time front-line staff have to access external education events, provide additional detail on the efforts that will be taken to help to coordinate pump events in NS.
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>12. How will you ensure sales staff/representatives provide correct and complete information about NSIPP to potential clients and health care providers?</td>
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<tr>
<td>13. Provide a detailed list of demonstration equipment provided by the Proponents to Diabetes Centres for the provision of demonstrating insulin pump therapy for patients/families at no charge.</td>
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<td>14. Provide a description of any new product offerings expected within the next three years and potential upgrade opportunities for current product offerings.</td>
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<tr>
<td>15. Provide a description of the proposed process by the Proponent for coordination of assignment of benefits to private insurers, the Nova Scotia Insulin Pump Program, and patients/families.</td>
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<tr>
<td>16. Describe how you will make this process simple and straightforward for patients.</td>
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<tr>
<td>17. Provide confirmation of your capability to supply the Nova Scotia Insulin Pump Program patients/families with insulin pumps and NSIPP supported pump supplies on a consistent and ongoing basis.</td>
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<td>18. Describe any payment plans you could provide for patients/families.</td>
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<tr>
<td>19. <strong>Provide an estimation of the time for pump/pump supply delivery following notification of an NSIPP-approved applicant.</strong></td>
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</tbody>
</table>
| 20. **Provide a detailed explanation of:**  
  a. outstanding patient issues on any of the product offerings submitted.  
  b. any risk and outstanding product recalls concerning any products included in the offering |
<p>| 21. <strong>Provide a detailed explanation of the required patient information for proponents from the NSIPP Program Coordinator in order for the proponent to provide products (pumps and/or supplies) and services to patients/families.</strong> |
| 22. <strong>Provide estimates of the number of children (&lt;19 years of age) and young adults (19-25 years of age) in Nova Scotia currently using a pump from your company.</strong> |
| 23. <strong>We encourage each proponent to work through a recognized, NSIPP-approved Diabetes Centre when initiating pump therapy in Nova Scotia. Describe how your company would support this.</strong> |
| 24. <strong>Provide a detailed explanation of how proponents will comply with all existing access and privacy legislation (PHIA, FOIPOP, PIIDPA) respecting the collection, use, disclosure, retention and disposition of personal health information.</strong> |
| 25. <strong>Provide a company statement on any clinical efficiencies and cost effectiveness your company can provide.</strong> |</p>
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<tr>
<td>26. Provide a detailed explanation of the information that will be provided to the NSIPP administration site for monitoring/evaluation and Proponent payment purposes, e.g., payer contribution(s), patient/family contributions, DHW required payment, etc.</td>
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<tr>
<td>27. Provide a detailed explanation of the procedure for invoicing the NSIPP and the expected payment schedule.</td>
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<tr>
<td>28. Provide your company’s protocol or mechanisms to address quality assurance issues.</td>
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<tr>
<td>29. Provide your company’s policy on product recall.</td>
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<tr>
<td>30. What is your shipping policy and guarantee for on-time delivery?</td>
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<tr>
<td>31. Provide your return policy on unused product for credit.</td>
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<tr>
<td>32. Proponents are to provide the manufacturers’ recommended guidelines for sterilization/disinfection purposes. Include a list of disinfection products that are acceptable for use.</td>
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<td>33. Provide policy on notifications of hardware and software updates on this equipment/system through its life expectancy. Indicate who and how this will be distributed.</td>
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<td>34. Provide a description of any upgrade policy during both warranty and after warranty periods, including costs.</td>
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</table>
35. The goal is to be able to obtain the pump and its features that are suitable to the individual patient’s needs. Our expectation would be for all qualified proponents’ pricing to be within an acceptable range of each other. Confirm your company’s willingness to work/negotiate these types of terms.

36. Provide a sample standard sales agreement that would be shared with patients.

37. Provide an explanation of how your company will simplify the pump and supply distribution process by allowing an approved NSIPP Medical Eligibility Form (signed by the Diabetes Health Care Team) to substitute the need for written prescriptions. Medical Eligibility requirements are set on in Appendix G.

38. Provide an explanation of how your company will be patient-friendly, including a commitment to ensure all documentation for patients is in plain language.

23. APPENDIX C – COMPLIANCE CHECKLIST

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

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

23.3. 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>
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<tbody>
<tr>
<td>1</td>
<td>Introduction</td>
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<td>2</td>
<td>Profile</td>
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<td>3</td>
<td>Definitions</td>
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<td>5</td>
<td>Instructions to Proponents</td>
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<td>6</td>
<td>Addenda</td>
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<td>7</td>
<td>Questions</td>
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<td>9</td>
<td>Proposal Submission</td>
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<td>10</td>
<td>Device Licensing/CSA Standards</td>
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<td>11</td>
<td>Product Support</td>
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<td>12</td>
<td>Provincial/Atlantic Initiative Clause</td>
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<td>13</td>
<td>Basis of Selection</td>
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<td>15</td>
<td>New Releases/Public Announcements</td>
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<td>16</td>
<td>Negotiations with Proponents</td>
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<td>17</td>
<td>Period of Contract</td>
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<td>18</td>
<td>Acceptance/Rejection</td>
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<tr>
<td>19</td>
<td>General Terms and Conditions</td>
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<td>20</td>
<td>Proposal Submission Form</td>
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<td>21</td>
<td>Appendix A Pricing Proposal</td>
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<td>22</td>
<td>Appendix B Specifications</td>
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<td>23</td>
<td>Appendix C Compliancy Checklist</td>
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<td>24</td>
<td>Appendix D Standard Form Contract</td>
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<td>25</td>
<td>Schedule A Standard Form Contract</td>
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<tr>
<td>26</td>
<td>Appendix E Special Terms and Conditions for Standard Form Contract</td>
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<tr>
<td>27</td>
<td>Appendix F Full Disclosure of Financial Contributions Form</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____ , 2019, at NOVA SCOTIA.

BETWEEN:

IZAAK WALTON KILLAM HEALTH CENTRE, a body corporate pursuant to the Izaak Walton Killam Health Centre Act (hereinafter referred to as the “IWK”),

- AND -

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

WHEREAS the IWK issued Request for Proposals #IWK-2019-032, Nova Scotia Insulin Pump Program (the “RFP”), on July 11, 2019 for the provision of Insulin Pumps, Supplies, Patient Education, Provider Pump Training and Support Services.

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

WHEREAS the Supplier has agreed to supply goods and services for the IWK 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 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:

1) This Agreement
2) Schedule “A” Pricing Schedule
3) Schedule “B” the Request for Proposal Document, RFP # 2019-032
4) Schedule “C” the Supplier’s Response to Request for Proposal, RFP # 2019-032
5) 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 Goods and Services 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 Authority**
VP Clinical Care, IWK Health Centre

4. **TECHNICAL CONTACT**

The IWK’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**
NSIPP Program Coordinator, IWK Health Centre

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 the 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 the IWK, 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 the IWK 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 the 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 the IWK 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 IWK data shall be held within Canada, and Supplier agrees that no IWK 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, the IWK may, in its sole discretion move, or direct Supplier to move, any IWK data held by Supplier from the current computer environment to any other IWK-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 the IWK 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 the IWK. Supplier shall not sell, transfer, publish, disclose or otherwise make any of the Work Products available to third parties without the IWK’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 the IWK in perpetuity. The IWK 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 the IWK 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 the IWK or any third party; and

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

Except insofar as any Work Products and all rights therein are already owned by the IWK 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 the IWK 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 the IWK ("Personal Information") has, is or may be disclosed to the Supplier for the sole purpose of the Supplier carrying out The Supplied Goods to the IWK 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 the IWK and to indemnify the IWK for all damages, costs and expenses incurred by the IWK 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 the IWK 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 the IWK’s prior written consent;

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

(c) upon reasonable request of the IWK, 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
(j) 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 the IWK.

12. TERM & TERMINATION

The Term of this Agreement shall be from_____________to________________ [OR: “as described in the RFP, in Section 18 – Period of Contract.

The following termination conditions shall apply to this Agreement:

(a) Termination for Convenience. Notwithstanding anything contained in this Agreement, the IWK may terminate this agreement at any time for convenience by providing written notice to the Supplier. In the event of termination for convenience, the IWK 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 the IWK for Cause. Where the Supplier is in default in carrying out any of its obligations under this Agreement, the IWK 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 the IWK 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, the IWK 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 the IWK and provided that Supplier provides the IWK 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 the IWK 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 the IWK 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 the IWK 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 the 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 the IWK 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:

**IZAAK WALTON KILLAM HEALTH CENTRE**

Per: ________________  Date: ________________

Per: ________________  Date: ________________

[Supplier name]

Per: ________________  Date: ________________

Position: ________________
25. SCHEDULE A for STANDARD FORM CONTRACT

(Additional Terms and Conditions)

(A). BASIS OF PAYMENT

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

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

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). INVOICING INSTRUCTIONS

Invoicing Instructions will be created 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.

(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 the IWK:

(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 the IWK.

The Supplier shall, upon the IWK’s request, provide the IWK with acceptable evidence of all required insurance prior to the commencement of the Supplied Goods and shall promptly provide the IWK 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 the IWK, any errors or omissions in the Supplied Goods, caused by the Supplier, its employees, agents or Sub-Suppliers.

(F). DATE OF MANUFACTURE

All pumps supplied shall be new and have been manufactured within six (6) months of delivery.

(G). RECURRING TECHNOLOGY ISSUES

In the event that there are recurring problems associated with technology issues during the lifetime of the equipment, the proponent will be responsible to rectify all outstanding issues and be responsible for all costs associated with the repairs.

26. APPENDIX E- SPECIAL TERMS AND CONDITIONS for STANDARD FORM CONTRACT

1.0 TECHNOLOGY/PRODUCT IMPROVEMENTS

The IWK 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 the IWK if it has a comparable product. Once the Supplier notifies the IWK that it does not have a comparable product, the IWK 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, the IWK find the New Technology/Product Improvements favorable, the IWK 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 the IWK. 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, the IWK 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 the 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 the IWK.
27. **APPENDIX F: FULL DISCLOSURE OF FINANCIAL CONTRIBUTIONS FORM**

(Please Attach Full Details)

**SUPPLIER:**

Period covered: From: ____________________ To: ____________________

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

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<th>Type of Funding</th>
<th>Hospital/Clinic</th>
<th>Department</th>
<th>Recipient</th>
<th>Estimated Market Value</th>
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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 pre-approved patients into the NSIPP. As a privilege of conducting business with___________(name the IWK/Diabetes Centre), we agree to the following terms and conditions:

1. We understand and agree to comply with the Hospitals Purchasing Policies and the IWK.
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_______________ (IWK/Diabetes Centre) 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: _____________________________________
APPENDIX G: MEDICAL ELIGIBILITY CRITERIA FOR PUMP INITIATION/PUMP SUPPLIES

The requirements listed below are deemed necessary to be eligible for the provincially-funded Nova Scotia Insulin Pump Program (NSIPP)

To be eligible to receive an insulin pump / pump supplies through the NSIPP, the applicant (and/or family if applicant is < 26 years) must meet the following criteria:

1. Pump/Supplies: Age < 26 years. Applicant must be 25 years or younger within the calendar year which applying for.

2. Has had type 1 diabetes for more than a year, some exceptions will apply, e.g., infants, zinc allergies, a knowledgeable family with diabetes management challenges that could be mitigated by pump therapy, etc.

3. Assessed by Diabetes Health Care Team (including a specialist experienced with insulin pump therapy) at an NSIPP-approved Diabetes Centre

4. *Attended the Diabetes Centre’s Insulin Pump Therapy education Program (individual or group); completed the required home reading, preparation, and follow-up; and have demonstrated competency (knowledge and practice) in the following
   - Carbohydrate counting
   - Sick day management
   - Insulin dose adjustment

5. Able to appropriately manage his/her diabetes pump therapy safely (e.g., no risk of harm to self, good use of a support/family network, have demonstrated good judgement and acts appropriately in potentially risky situations)

6. Attended an appointment with a Diabetes Health Care Team ≥ 2 times in the last year
   - ≥ 1 of these appointments must occur within Nova Scotia (if NS resident studying out-of-province)

7. Commit to attend ≥ 2 follow-up appointments per year with a Diabetes Health Care Team
   - ≥ 1 of these appointments must occur within Nova Scotia (if NS resident studying out-of-province) at an NSIPP Diabetes Centre.

8. Agrees to perform self-monitoring of blood glucose (SMBG) ≥ 4 times per day AND to act on the readings

9. Agrees to have ≥ 2 A1C tests per year

10. Actively attempting to meet and/or maintain the personalized A1C goal identified by the applicant/applicant family and his/her Diabetes Health Care Team, with the ultimate goal of achieving an age-appropriate A1C (under 18 years: ≤ 7.5%)
If the A1C is persistently (over the previous 6-12 months) greater than the personalized A1C goal, the request will need to undergo a special assessment by an NSIPP Diabetes Health Care Team to determine the need for exception status. The local team has the option to refer to another NSIPP team, if desired.

If the A1C is ≥ 10% an assessment by the local NSIPP Diabetes Health Care Team is required to obtain exception status. The local team has the option to refer to another NSIPP team, if desired.

11. No more than 2 diabetic ketoacidosis (DKA) episodes in the past year

12. For younger children, or those with limited ability to manage their pump,
   - There must be a plan for pump operation when applicant is not in the care of family (e.g., daycare, school)
   - There must be a designated care giver available at all times in case there is a problem with the insulin pump

* Not required for ages 19-25 year old with an insulin pump accessing the NSIPP for pump supplies only.

29. APPENDIX H: NSIPP-APPROVED DIABETES CENTRE REQUIREMENTS

- **Zone/Facility Policy** for initiation/follow-up care for insulin pump patients. This policy would name the site or sites that offer the service and help ensure that management/physicians and other applicable care providers were engaged in the planning. This will also promote discussion and understanding of available/required resources. This policy could also guide the hospital staff if youth/family present to the Emergency Department or inpatient areas; e.g., consult Diabetes Centre... hold pump therapy if family not available to room-in/patient not able to manage pump,...switch to multiple daily injections, etc. The DCPNS will provide a draft template that can be populated at the DHA-level.

- **Full-time Diabetes Centre**
  - Policy for 24-hour on-call service for the pediatric population (new type 1 diagnosis and pump initiation) of clinic service (at least 5 to 7 days post pump initiation/7-14 days post new diagnosis).
  - **Pediatrician or Diabetes Specialist** (for older youth/young adults) within the Diabetes Centre or committed link to the Pediatrician/Diabetes Specialist, with expertise in pump therapy, who supports the patient/family/team through the initiation process (including trouble shooting, back-up contact, dose adjustment in case of crisis management, etc.). Diabetes Centre staff will ensure follow-up communication (by phone, fax, or face-to-face) with the Pediatrician or Diabetes Specialist, within the first 5-7 days of initiating therapy. This communication will include a review of...
the pump progress, blood glucose values, planned treatment changes, etc. A follow-up appointment with the Pediatrician or Diabetes Specialist will occur within 1 to 4 weeks of initiating therapy, or as required.

- **Staffing complement:**
  - **Diabetes Educator team** (CDEs—RN & RD) with expertise in insulin pump therapy and pediatric/youth/young adult type 1 diabetes care. In the absence of the CDE designation, 3-5 years of direct, intensive diabetes expertise accompanied by supporting documentation from the Program Manager will be considered. At least one member of the core (two-member) team must be a CDE.
  - Clerical support to assist with appointment schedules, data capture, and correspondence/reporting.
  - Access to mental health therapist/social worker is preferred (with a defined referral process).

- **Staff training/expertise:**
  - RN & RD certified in DCPNS Insulin Dose Adjustment (basic and specialty).
  - A minimum of 2 certified pump trainers (in programs with a single RN & RD team, both should certify). This will ensure coverage for vacations, staff absences, and to provide appropriate support during on-call coverage. In areas where more than one DC has been recognized as an NSIPP-approved site, consideration will be given to cross-facility coverage for specific pumps.
  - Pump trainers hold or are working toward certificates from each of the approved pump vendors.

- Able to provide a structured assessment/education program for insulin pump therapy initiation, inclusive of the DCPNS recommended processes, tools/resources, and videos.

- **Actively following pediatric type 1 diabetes pump and non-pump patients**
  - For pediatric programs: initiating, at a minimum, 3-5 pumps per year (for ages < 19 years) and providing follow-up to at least 10 pump patients.
  - For young adult/adult programs: initiating, at a minimum, 3-5 pumps per year (any age) and providing follow-up to at least 10 pump patients.

  **Note:** Programs should have competency measures in place for staff (e.g., attendance of required continuing education, peer-to-peer or peer-to-physician practice review, demonstrated competency, etc.

*A pediatric site should have experience with initiating and managing new diagnoses of type 1 diabetes in the ≤ age 16 population.*

**Note:** In the case of toddler care, NSIPP-approved DCs should consider consultation with the IWK. This could be accomplished via referral or phone/Telehealth to discuss and share care decisions.