



HEALTH SHARED SERVICES SASKATCHEWAN (3sHealth)

Request for Proposals

for the Supply of

Cardiac Electrophysiology (EP) Lab Supplies

RFP #: SSO-CL-0083

Release Date: December 7 2022

Proposal Submission Deadline: January 16, 2023 2:00pm Saskatchewan Time

REQUEST FOR PROPOSALS (GOODS)

Introduction:

1. Health Shared Services Saskatchewan (3sHealth) is a body corporate incorporated under the laws of Saskatchewan. In connection with the Province of Saskatchewan's Shared Services Initiative, 3sHealth has assumed the role of the provincial shared-services organization to provide province-wide shared services to support a high performing, sustainable, patient and family centered health system in connection with the Saskatchewan healthcare system.
2. 3sHealth's members include the Saskatchewan Health Authority, eHealth Saskatchewan, the Saskatchewan Cancer Agency, Saskatchewan's independent hospitals and special care homes, as well as various agencies and associations that provide health services, education and/or regulations in Saskatchewan (the "Service Recipients").
3. 3sHealth is currently inviting Vendors to provide proposals for the supply of certain goods (and, if applicable, related services) as further outlined in this Request for Proposals ("RFP"). A proponent responding to this RFP is referred to in this RFP as a "Vendor".
4. **This RFP is not a tender and does not create contractual obligations between 3sHealth and any Vendor.**

Group Purchase RFP:

5. 3sHealth is undertaking this RFP in its capacity as agent on behalf of the Service Recipients. A current list of Service Recipients can be obtained from 3sHealth upon request.
6. A successful Vendor under this RFP process (if any) will enter into a Group Purchase Contract with 3sHealth, who will contract as agent on behalf of the Service Recipients. A successful Vendor (if any) will supply goods and (if applicable) related services to Service Recipients by way of purchase orders issued directly by such Service Recipients under the Group Purchase Contract.
7. For greater certainty, it is expected that pricing proposed by the successful Vendor and accepted by 3sHealth will not be subject to further negotiation between the Vendor and any Service Recipients. In the event that a Vendor wishes to lower their pricing for any Service Recipient, such lower price must then be made available to all Service Recipients.
8. For further clarification, each Service Recipient is solely responsible and liable for any purchase orders issued by it under a Group Purchase Contract, including with respect to payment for any Goods and related Services provided in accordance with such purchase order. In no event will 3sHealth or any other Service Recipient be responsible or liable for the acts or omissions (including failure to pay) of a Service Recipient issuing a purchase order.
9. For greater clarity, 3sHealth may also issue purchase orders under the Group Purchase Contract in its own right.

10. When contracts are awarded to new Vendors for products already in use, a conversion process must take place, i.e. converting from the expired contract product to the newly awarded product. Depending on the complexity of the conversion, and the number of participating Service Recipients, there may be a requirement to phase in the new contract and new products over a period of time. Accordingly, all Vendors responding to RFPs will be asked to support future phase in processes, should they be the successful Vendor. In effect, if they are awarded a contract as a result of this RFP process, they will be expected to honour contract pricing and product availability for a period not to exceed six (6) months of the awarded contract expiry date, to allow time for the Service Recipients to convert to the newly awarded products. The six (6) month time period may be adjusted, upon mutual agreement of 3sHealth and the awarded Vendor. The final, mutually agreed to time period will form part of the resultant contract.

RFP Documents:

11. The following documents form part of this RFP:

Appendix A:	Procurement Details
Appendix B:	Specifications, Service and Support Quality (Excel Spreadsheet)
Appendix C:	Pricing Schedule Proposal (Excel Spreadsheet)
Appendix D:	Vendor's Related Services
Appendix E:	Form of Group Purchase Contract
Appendix F:	Group Purchase Contract Objection Notice
Appendix G:	Debrief/Complaint Process
Appendix H:	Vendor Company Profile
Appendix I:	Natural Rubber Latex Content Information Questionnaire
Appendix J:	Natural Rubber Latex Content Information – Information Sheet

Submission of Proposals:

12. The Vendor's proposal is to be submitted electronically in Word or .PDF format to 3sHealth through a secure email address at proposalsubmission@3shealth.ca.
13. To ensure fairness and transparency in the process, 3sHealth procurement staff will not access any proposals prior to the closing date and time. All emailed bids received to proposalsubmission@3shealth.ca will be held securely and released only to 3sHealth procurement staff and contracting specialists after closing.
14. All proposals must be dated and must:
- Be submitted by email to 3sHealth's secure email address at proposalsubmission@3shealth.ca with a subject line including the RFP number and Vendor name;
 - Be attached to the email in Word or .PDF format; and
 - Be received by 3sHealth (via the secure email address) no later than 2:00 p.m. Saskatchewan Time on Monday January 16, 2023.

Proposals which are not sent to the correct email address indicated above may be rejected at the sole discretion of 3sHealth.

15. Bids will be deemed received on the date and at the time stamped on the email to which the proposal is attached by 3sHealth's email server. Any proposal attached to an email that is not actually received by 3sHealth's email server will not be considered to have been received by 3sHealth, regardless of being sent by the Vendor to 3sHealth's secure email address at proposalsubmission@3shealth.ca.
16. To ensure that bids are not rejected by 3sHealth's email server, please ensure that attachments have an aggregate file size of 50 MB or less. If multiple emails are required for the Vendor's submission, please identify how many emails constitute the full submission and provide clear instructions in the subject line on how to assemble the submission (number such as 1 of 4, 2 of 4, etc.). Multiple submissions from the same Vendor for the same competition may result in rejection if any such instructions are unclear.
17. Late proposals may be rejected at the sole discretion of 3sHealth. 3sHealth may, in its sole discretion at any time, extend the deadline for receipt of proposals. If 3sHealth extends the deadline for the receipt of proposals, it will be done by way of addendum.
18. Vendors are solely responsible for ensuring their proposals are complete and delivered on time.

Addenda:

19. Addenda to this RFP, if any, will be posted on www.sasktenders.ca or such other electronic tendering system as this RFP may have been originally posted on. Whether to issue any addenda, and the timing of any addenda issued, is to be determined by 3sHealth in its sole discretion.

Inquiries:

20. Inquiries concerning this RFP are to be directed in writing as follows:

Attention: Bob Joice, Contract Specialist

E-mail: bob.joice@3shealth.ca

To ensure a timely response, all questions and inquiries are to be submitted to 3sHealth no later than 2:00 p.m. Saskatchewan Time, a minimum of 10 business days prior to the RFP closing date. Questions received after this date may not receive responses. Verbal inquiries will not be accepted. It is solely the Vendor's responsibility to ensure that questions are submitted by the deadline.

21. Vendors should not contact other employees, agents or officials of 3sHealth or Service Recipients in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in 3sHealth's sole discretion, result in disqualification.

Cost and Ownership of Proposals:

22. 3sHealth is not responsible for any costs incurred by Vendors in preparing their proposals, attending any meetings with 3sHealth, making any presentations to 3sHealth in connection with their proposals or otherwise participating in this RFP process.
23. 3sHealth may make any number of copies of submitted proposals as it sees fit. Proposal documents will not be returned to Vendors and become the property of 3sHealth upon submission.

Procurement Details:

24. Appendix A contains a description of the goods (the “Goods”) and (if applicable) related services (the “Services”) sought by 3sHealth pursuant to this RFP as well as other relevant requirements or details related to this RFP, including matters such as (as applicable):
 - Specifications/technical requirements
 - Quantity requirements
 - Duration of pricing commitment
 - Supply period (including any renewal options if applicable)
 - Order fill level requirements
 - Order method requirements (for example, on-line ordering)
 - Delivery timing requirements
 - Service requirements
 - Product performance requirements
25. Vendors should provide comments, confirmation and/or page numbers in Microsoft Excel format, for the specific questions identified in Appendix B – Specifications. For greater certainty, for each item of the Goods, Vendors should provide the following information:
 - Generic specifications or manufacturer “trade name”
 - Catalogue number
 - Case/package size
 - Relevant marketing material, user manuals and other product information
26. 3sHealth intends to award contract(s) for a term of **[three (3)]** consecutive years, with the right, at 3sHealth’s option, to renew for **[two (2)]** additional **[one (1)]** year terms on the same terms and conditions.
27. 3sHealth reserves the right to award to a single Vendor or split the award amid multiple Vendors that can meet the specification and requirements as stated in the RFP.

Vendor Information and Related Services

28. Vendors are asked to review and complete Appendix H (Vendor Company Profile) for submission as part of their proposals.
29. Vendors are asked to provide details regarding the related Services to be provided and to specifically address the questions identified in Appendix D (Vendor's Related Services).

Pricing Proposals:

30. Vendors should provide an electronic excel document for the pricing proposal based on the pricing information requested in Appendix C.
31. If volumes are listed in Appendix C they are: a) estimates only and are to be used in conjunction with a Vendor's knowledge of the Saskatchewan market; and b) subject to change for any reason including changes in the needs of the Service Recipients.
32. Any minimum volume commitments or other assumptions being made by a Vendor should be clearly and prominently stated in the Vendor's proposal. In no event will any minimum volume commitment be binding unless expressly agreed to in writing in the Group Purchase Contract.
33. Price proposals should be exclusive of any applicable sales taxes.
34. Vendors should confirm that the proposed prices, should the Vendor be successfully awarded a contract pursuant to this RFP, will be the lowest prices offered in the Province of Saskatchewan.
35. Vendors should, where possible, provide price lists showing product list prices, discounted invoice prices and net unit prices.
36. Price lists should, where possible, include product descriptions, types, formats, sizes, and Vendor reference numbers, manufacturer's names and manufacturer's numbers, if different.
37. 3sHealth is interested in considering rebate programs to be part of any resulting contract(s) of this RFP. Recognizing that your response to rebates is optional, if you are submitting a rebate proposal, 3sHealth requests pricing be presented in 2 ways – 1. Rebate Inclusive, and 2. No Rebate.

When proposing rebates, please include rebate amount (%), frequency of payments (quarterly preferred), rebate calculation methodology, and any other relevant terms. Rebate valuation will be considered in bid financial analyses and included in 'total cost' calculations and scoring.

Natural Rubber Latex Content:

38. Latex Sensitivities and allergic reactions have become an area of increased concern in the healthcare environment. Vendors should therefore complete the Natural Rubber Latex Content Questionnaire included in the attached Appendix I for all Goods proposed (as applicable). Failure by a Vendor to provide this information may, in 3sHealth's sole discretion, result in the disqualification of that Vendor's proposal.

Environmental Issues:

- 39. 3sHealth prefers products comprised of and packaged in materials that are not harmful to the environment, including raw materials used in the production of the final product supplied, the method of product packing used as well as the production and composition of the product packaging itself.
- 40. Vendors should disclose any and all environmental issues and benefits associated with product(s) offered, including any alternative products proposed. Benefits obtained by product design, production, packaging, recycled or recyclability of the products, and or packaging should be detailed.

Emergency/Disaster Response Plan:

- 41. If a Vendor has a disaster response plan, limited details of the response plan should be set out in the Vendor's proposal. Such details should include what action the Vendor will take in the event of: a) emergency requests for Goods; or b) disruption of Vendor's normal production or distribution including, for greater certainty, disruptions to product supply such as backorders.

Product Samples:

- 42. All or any particular Vendors may be asked to provide product samples to 3sHealth for evaluation and testing as part of this RFP process. Such samples shall be provided at no charge to 3sHealth and will not be returned to the Vendor. Vendors should not provide samples unless specifically requested to do so by 3sHealth.

Proposal Forms:

- 43. Vendors are requested to complete and submit any proposal questionnaires or other form(s) that may (but not necessarily) be attached to or listed in the Appendices.

Alternative/Value Added/Innovative Proposals:

- 44. Alternative, value-added or innovative proposals are encouraged. However, Vendors submitting such proposals are asked, if possible, to also provide a proposal in accordance with the base requirements of this RFP. The alternative/value-added/innovative proposal portion of the response should be clearly identified as such and separated from the proposal provided for the base requirements.
- 45. 3sHealth may award a contract pursuant to this RFP based on an alternative/value-added/innovative proposal in its sole discretion. Alternatively, 3sHealth may, in its sole discretion, elect to use any alternative/value-added/innovative proposal as the basis for a further request for proposals, ACAN (advance contract award notice) or similar process. 3sHealth may also, in its sole discretion, ask all or any portion of the Vendors who have responded to this RFP to provide further proposals or submissions based on an alternative/value-added/innovative proposal it receives from a Vendor.

46. Vendors should describe any additional incentives that may be available. All value added offers should have a calculable cash value/conversion value. Elements that might be considered in this section include:
- Incentives available if Goods are purchased in conjunction with other goods or services offered by the Vendor
 - Freight and consolidation allowances
 - Incentives for placing orders electronically (EDI)
 - Incentives for EDI invoicing and EFT payments
 - Invoice consolidation
 - Educational support, medical and non-medical
 - Additional discounts for volume levels (tiers) attained which exceed the stated committed volumes
 - Data collection and reporting (i.e. sales and compliance reporting)

Trade Agreements

47. Vendors are advised that procurements issued by 3sHealth which fall within the scope of the *New West Partnership Trade Agreement* (“NWPTA”), the *Canadian Free Trade Agreement* (“CFTA”) and/or the *Canadian-European Union Comprehensive Economic Trade Agreement* (“CETA”) are subject to the applicable provisions of those trade agreements.

Electronic Data Interchange

48. 3sHealth and its Service Recipients currently utilize Global Healthcare Exchange (GHX) to issue purchase orders electronically. It is the preference of 3sHealth to contract with Vendors who are integrated with GHX, or willing to commit to integrating within 6 months of award.

Contract Matters:

49. The successful Vendor will be expected to enter a Group Purchase Contract. The Group Purchase Contract will be with 3sHealth who will contract as agent on behalf of the Service Recipients. A copy of 3sHealth’s proposed form of Group Purchase Contract is attached as Appendix E.
50. 3sHealth prefers to receive proposals confirming that Vendors do not take exception to any terms contained within the Group Purchase Contract. However, if a Vendor nonetheless wishes to propose exceptions to the Group Purchase Contract, such objections to the form of Group Purchase Contract should be clearly set out in the Vendor’s proposal using the form attached as Appendix F. 3sHealth will assume, in the absence of any such objections, that the Vendor accepts the Group Purchase Contract as presented.
51. 3sHealth reserves the right to negotiate any and all provisions of the Group Purchase Contract (including, for greater certainty, pricing) with any Vendor in its sole discretion.

52. 3sHealth may, in its sole discretion, engage in competitive, multi-Vendor negotiations as part of this RFP process. If either a consecutive or concurrent negotiation strategy is planned for this RFP process, details of such process (including timing) will be made available by 3sHealth as applicable.
53. 3sHealth may (but in no event shall be required to) issue, by way of Addendum, a revised form of Group Purchase Contract based on comments received from Vendors during the RFP process. Whether to issue any such revised form of Group Purchase Contract shall be determined by 3sHealth in its sole discretion.

Privacy Matters

54. In the event a Vendor is required to perform any on-site work at 3sHealth's or a Service Recipient's facility in connection with the supply of Goods or Services or may otherwise have access to any personal information in connection with the supply of Good or Services, the Vendor (and/or its employees and agents) may be required to sign supplemental confidentiality agreements and/or personal information privacy agreements. A Privacy Protection Schedule is attached to the form of contract in Appendix E and will apply as a default in respect of any access to personal information or personal health information by the Vendor in connection with the provision of the Goods or Services.

Evaluation Process:

55. 3sHealth expects to conduct its evaluation under this RFP according to the following process:
 - Evaluate written proposals
 - Interview short-listed Vendors (if required)
 - Negotiations (if required)
 - Execution of Group Purchase Contract
 - Notification of RFP outcome to Vendor(s)
 - Public Notification of award details, including (but not limited to) the:
 - description of Goods and/or Services to be procured;
 - name and address of 3sHealth and successful/awarded Vendor(s);
 - value of successful proposal; and
 - date of contract award(s).
56. 3sHealth may engage stakeholder groups as it deems necessary in its evaluation process. Such stakeholder groups may consist of ad-hoc or standing committees comprised of representatives of the Service Recipients, 3sHealth and other stakeholders.
57. There will be no public opening of proposals.
58. Subject to its obligations under applicable trade agreements, 3sHealth reserves the right, in its sole discretion, to keep all evaluation details and/or Vendor rankings confidential.

59. 3sHealth may conduct reference checks (or other due diligence) independent of any client references provided by the Vendor in its proposal and may take this into account as part of the evaluation process.
60. Select Vendors may be requested to participate in an interview, demonstration or other interactive process with 3sHealth in connection with this RFP, at the Vendor's own expense. 3sHealth may, in its sole discretion, choose to amend any aspect of this RFP based on such interviews, demonstration or other interactive processes by issuing one or more addenda.
61. After completion of its evaluation of Vendors and their proposals, 3sHealth may invite one or more Vendors to negotiate and finalize a Group Purchase Contract on terms acceptable to 3sHealth. Such an invitation is not an award.
62. 3sHealth may, at its sole option, terminate negotiations if a final agreement has not been reached within a reasonable period of time, as determined by 3sHealth in its sole discretion.
63. 3sHealth may, in its sole discretion, contract with one or more Vendors to provide the required Goods.

Evaluation Criteria:

64. 3sHealth's objective is to select a Vendor who is able to provide the best overall value and product solution. Correspondingly, evaluation criteria may include, without limitation and in no particular order of importance:
 - Product quality/ability of product to meet specifications
 - Delivery terms
 - Service offering
 - Price and value for money
 - Warranty offering
 - Ability, capacity, stability and previous experience of Vendor
 - Contract terms and conditions the Vendor is prepared to agree to
 - Outcome of reference checks, due diligence and general reputation of Vendor
 - 3sHealth's or any of its Service Recipients' prior experience in dealing with the Vendor (whether positive or negative)
 - Value-added products and services that Vendor can provide
65. Any evaluation details that are specific to this particular RFP will be set out in Appendix A.
66. For further clarification, 3sHealth may have a preference for Vendors capable of supplying all Goods requested, but reserves the right to award in part to multiple Vendors based on cost effectiveness. Correspondingly, line items (information and/or samples) that are requested but not submitted by a Vendor will result in a penalty being applied to such Vendor during the evaluation process.

67. Further, in order to be considered for an award, a proposal must comply with the essential requirements set out in this RFP and related Schedules and addenda. Accordingly, 3sHealth reserves the right not to evaluate any proposals which it considers, acting reasonably, to be too limited or otherwise deficient to meet the essential requirements of this RFP.
68. For greater certainty, the purpose of any evaluation criteria weighting or similar scoring system set out in Appendix A is to help Vendors better understand the general priorities of 3sHealth in connection with this particular RFP. However, it is important for Vendors to note that, while such general priorities may help inform 3sHealth's decisions with respect to this RFP, it will not necessarily be determinative of its outcome. For example, certain evaluation criteria (such as reference checks, Vendor reputation, Vendor stability and contract terms) may be viewed by 3sHealth, in its sole discretion, as overriding in nature such that a Vendor may be rejected on the basis of serious problems or issues in one of these categories alone (whether such issues are apparent in the initial evaluation of proposals, or become apparent to 3sHealth at any other time during the RFP process).

Legal Framework:

69. Vendors are advised that the evaluation process is subjective in nature and 3sHealth's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding or other legal duties (including without regard to whether a proposal is compliant with this RFP) to identify the proposal(s) which offers the best overall value.
70. This RFP is not intended to be a tender. Unless and until such time as a definitive Group Purchase Contract is signed with a Vendor, neither 3sHealth nor any Service Recipients intend to create a contractual relationship (either expressed or implied) or create any other legal duties or obligations, whether in contract, tort or other legal theory, with any Vendor.

For greater certainty:

- (a) wherever this RFP states that 3sHealth 'may' do or not do something (or otherwise provides that 3sHealth has the option to do or not do something), 3sHealth may or may not do such thing in its sole discretion; and
 - (b) terms such as "requirement", "shall", "must" or other similar imperatives used in this RFP are intended as terms of convenience only and such terms are not intended to impose additional mandatory requirements or conditions on Vendors or their respective proposals, unless such requirements or conditions are specifically identified as mandatory.
71. Without limiting the generality of the foregoing paragraph or any other rights 3sHealth may have at law or as set out in the RFP, 3sHealth may, in its sole discretion at any time and for any reason:
 - reject any and all proposals (including, for greater certainty, the lowest cost proposal);
 - modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
 - extend the deadline for submission of proposals at any time before the time for submission of proposals;

- accept or reject any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - discuss the terms of a proposal submitted by a Vendor with that Vendor at any time for the purposes of clarification and/or negotiation of that proposal;
 - allow any Vendor submitting a proposal to modify or supplement any aspect of its proposal at any time;
 - negotiate any aspect of any proposal (including price and the proposed form of Group Purchase Contract) with one or more Vendors at any time after the date and time for submission of proposals; and/or
 - cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - issuing a new request for proposals or other procurement document based on the same or revised description of goods and/or services sought;
 - enter into sole source negotiations with any one or more of the proponents or any other person; or
 - cancel the procurement in its entirety.
- 72.** Submission of a proposal will not obligate 3sHealth or any Service Recipient to accept any proposal or to proceed further with any purchase. Consideration or non-consideration of any proposal shall be in 3sHealth’s sole discretion.
- 73.** A Vendor may withdraw its proposal at any time by written notice to 3sHealth prior to such Vendor signing a Group Purchase Contract.
- 74.** For greater certainty, wherever this RFP states that 3sHealth ‘may’ do or not do something (or otherwise provides that 3sHealth has the option to do or not do something), 3sHealth may or may not do such thing in its sole discretion.

Debrief, Complaint and Bid Protest Processes:

- 75.** Vendors wishing to request a debrief session in respect of this RFP process may, at the conclusion of the RFP process, do so by following the processes set out in Appendix G.
- 76.** Where NWPTA, the CFTA and/or CETA apply, Vendors wishing to submit a bid protest in respect of this RFP process may do so by following the processes set out in the Bid Protest Mechanism as agreed by the parties to NWPTA and available at: <http://www.newwestpartnership.ca/bid-protest.html>.
- 77.** Where no trade agreements apply, Vendors wishing to file a complaint in respect of this RFP process may do so by following the processes set out in Part C of Appendix G (Debrief/Complaint Process).

Confidentiality:

78. Vendors are expected to keep confidential and secure, all documents, data, information and other materials of 3sHealth or any Service Recipients, which are provided to or obtained or accessed by a Vendor in relation to this RFP.
79. 3sHealth acquires goods and services on behalf of "local authorities" as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("LAFOIPPA") and "government institutions" as defined in *The Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("FOIPPA"). Accordingly, all documents and information provided by the Vendor to 3sHealth under this RFP, and the resulting Group Purchase Contract (if any), may be subject to the provisions of LAFOIPPA and FOIPPA, as applicable.
80. 3sHealth reserves the right to fully disclose all documents or information provided by the Vendor to 3sHealth under this RFP, and the resulting Group Purchase Contract (if any), to its Service Recipients including, without limitation, the local authorities and government institutions participating in this RFP.
81. Vendors should identify any information in their proposals which they consider to be confidential or proprietary. Where a Vendor believes that any documents or information being provided to 3sHealth under this RFP should be subject to a third party exception to the release of information authorized under LAFOIPPA or FOIPPA, the Vendor should clearly identify such exception(s) in their proposal.

Public Announcements:

82. Vendors are expected not to make any public announcements or news releases pertaining to this RFP or its outcome without the prior written approval of 3sHealth.

Conflicts of Interest:

83. Vendors are asked to disclose to 3sHealth in writing whether it has any actual, potential or perceived conflicts of interest relating to their participation in this RFP or their provision of the Goods and related Services (as applicable) to the Service Recipients, and if so, the nature of each conflict of interest. Failure to do so may, in the sole discretion of 3sHealth, result in disqualification. Further, a Vendor may, in the sole discretion of 3sHealth, be disqualified from this RFP process if the Vendor is found to have a conflict of interest.

In this section, "conflict of interest" includes any situation or circumstance where, in relation to a 3sHealth procurement competition, a Vendor has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- Having, or having access to, information in the preparation of its proposal that is not available to other Vendors, but such does not include information a Vendor may have obtained in the past performance of a contract with 3sHealth that is not related to the creation, implementation or evaluation of this or a related procurement;
- Communicating with any person with a view to influencing preferred treatment in the procurement competition (including but not limited to the lobbying of decision makers involved in the procurement competition); or

- Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

Proposal Requirements and Format

84. Vendors are asked to provide their response to this RFP under following Headings (in the Order suggested) to facilitate easier access to the information during evaluation:

- **Executive Summary – 1 Page** (DO NOT INCLUDE ANY PRICING, SAVINGS, OR FINANCIAL INFORMATION)
- **Section 1:** Appendix H of RFP - Vendor Company Profile (in PDF and Read and Write Format), Appendix D –Vendor’s Related Services. Appendix F, Group Purchase Contract Objection Notice
- **Section 2:** Appendix I of the RFP - Natural Rubber Latex Content Information Questionnaire / Vendor Information Sheet, Appendix J
- **Section 3:** Appendix B of the RFP, Product and Service Support Quality
- **Section 4:** Appendix A-1 Mandatory Requirements, and supporting documents
- **Section 5:** Appendix C of the RFP - Pricing Proposal Worksheet
- **Section 6:** Other information (if any such as brochures, technical details, reference material etc.)
- IF enclosed, the Contract Objection Notice is to be submitted in both PDF and Read and Write Format.

NOTE: All Pricing, Financial Value adds or any information relating to financial benefits **MUST** be included **only** in Section 5.

APPENDIX A PROCUREMENT DETAILS

1. INTRODUCTION:

The purpose of this document is to solicit proposals for the supply of Electrophysiology (EP) Lab Supplies.

2. Clinical specifications for products have not been included in this request for proposals. It is understood that the clinical acceptability of product offered by a Vendor in these product sub-categories would meet the rigor demanded by Saskatchewan cardiac Electro-Physiologists who would select any such product for a given case as appropriate dependent on the Lab Equipment.

3. DESCRIPTION OF GOODS AND SERVICES

Procedures, Product and Scope

3sHealth invites proposals from qualified parties for the supply of the Products to the Health Regions in accordance with the specifications and requirements set out in this RFP.

The EP Lab procedures performed in Saskatchewan include:

- **Diagnostic EP Studies**
 - EP Study
 - ICD Defibrillator Testing

- **Ablations**
 - AVN- Atrial Ventricular Nodal Modification
 - Atrial Flutter Ablation
 - AV – Atrioventricular Nodal Ablation
 - SVT Ablation
 - AVRT – Atrioventricular Reentrant Tachycardia⁴

- **Complex Ablations**
 - Atrial Fibrillation Ablation
 - Pulmonary Vein Ablation
 - VT – Ventricular Tachycardia Ablation
 - Atrial Tachycardia Ablation

Therapy methods practised include:

- Radiofrequency Thermal Ablation
- Cryotherapy (Destructive Freezing)

The product scope includes:

- **Standard and EP Study Ablations**
 - Diagnostic Catheters
 - Ablation Catheters
 - Long Vascular Sheaths (Steerable and non-steerable)
 - Associated cables and other consumables

- **Complex Ablations**
 - Ablation Catheters
 - Cryocatheters
 - Diagnostic Catheters
 - Transeptal Needles
 - Long Vascular Sheaths (Steerable and non-steerable)
 - Introducers
 - Associated cables and other consumables
 - Intracardiac echocardiography

4. SAMPLES:

Upon request, Vendors will provide and agreed to samples of **EACH** of their equivalent product in its original packaging, at no expense to 3sHealth or its Service Recipients.

5. SCHEDULE OF EVENTS:

The following is a schedule of events for this RFP. The dates are milestones as target dates only. Although best efforts will be made to meet these dates, they may be subject to change:

Schedule of Events	Dates
Release the RFP	December 7 2022
RFP Submission Deadline	January 16 2023
Work to Award Completed	March 10 2023
Contract Start Date	April 1 2023

6. NEGOTIATION

Consecutive or concurrent negotiation may take place concerning awards for this procurement.

7. WEIGHTED EVALUATION CRITERIA:

Proposals submitted pursuant to this RFP will, as part of the evaluation process, be scored and ranked in accordance with the following weighted evaluation criteria:

Evaluation Criteria	Weighting
Total Cost (Price and Value Adds)	20
Product and Service Support Quality	35
- Warranty	
- Service and Technical Support	
- Education, Training, Program Support and Advancement	
Supply Chain	35
- Loaner Equipment	
- Quality Control	
- Backorders and Substitued Product	
-Packing	
Compliance to Terms and Conditions	10
Total	100

It is important for Vendors to note that the foregoing weighted evaluation criteria are subject to overriding considerations as further described in the main body of this RFP.

8. COMPLIANCE WITH MANDATORY GENERAL SPECIFICATIONS APPENDIX A-1:

Proposals that do not comply with Mandatory General Specifications appearing in Appendix A-1 could remove the Vendor from further consideration for evaluation and or award. Vendors are required to complete the table as attached and submit in section 4, along with the supporting documents, as instructed in item 84 Proposal Requirements and Format on page 14.



20221012-Appen-A-1
-Mandatory-General-S

9. Product and Service Support Quality:

Submit Response on Appendix B, Product and Service Support. Do not alter cell configuration or format.

Vendors are to complete Appendix B, the table attached and submit in section 3, as instructed in item 84. Proposal Requirements and Format on page 14.

In keeping with item 14 Submission of Proposals, this Appendix is to be submitted in a read and write format as well as a PDF version.



20221012-Appen-B-
Service and Support

10. Product Listing

Vendors are to provide **competitive pricing** for products listed **Appendix C –Pricing Proposal Worksheet** that they are able to supply and support for **an award between 0-100% of the number of units.**

Pricing submitted is to be as Invoice cost, and not as net after rebate if proposed.



20221207-Appendix
-C-Pricing-Schedule

11. Order fill rate

Submit this value on item 17 of appendix B.

12. Awarded Vendor Reporting

Awarded vendor will agree to provide annual sales data in a reasonable time frame subsequent to the anniversary date of the agreement.

13. Contract Award

3sHealth reserves the right to award multiple separate contracts at its sole discretion depending on the requirements of the Saskatchewan Health Authority (SHA).

3sHealth reserves the right to on-board individual Health Regions with different contract start dates. Health Regions reserve the right to validate/evaluate all proposed products as required before the final awards.

14. 3sHealth is looking to Vendors to provide pricing for all products for a term of 3 (three) years with 2 (two) one year options. 3sHealth may choose to exercise these options at its sole discretion in writing 90 days prior to the contract expiration date. Unless 3sHealth provides such option extension in writing, it should be assumed that the contract will expire at the contract expiration date.

**APPENDIX D
VENDOR RELATED SERVICES**

Vendors should, where applicable, provide detailed information about each of the following:

- On-site training and in-servicing that will be offered to end-users and clinical engineering;
- Ongoing education support that will be available to end-users and clinical engineering;
- The warranty offered on the products proposed;
- The Vendor's process for product repairs and service, including the following:
 - responsibility for services and repairs;
 - responsibility for preventative maintenance;
 - process and response times for service, maintenance and repairs;
 - method for handling spare parts inventories;
 - availability of back up (product) during cleaning and repair; and
 - location for service and repair.

APPENDIX E
GROUP PURCHASE CONTRACT FOR [INSERT CONTRACT NAME FOR GOODS]
3SHEALTH CONTRACT #SSO-◆◆◆◆◆◆◆◆◆◆
VENDOR CONTRACT #◆◆◆◆◆◆ (IF APPLICABLE)

Between:

**Health Shared Services Saskatchewan
(3sHealth), in its capacity as agent for the
Service Recipients**

700 – 2002 Victoria Avenue
Regina, SK S4P 0R7

Attention:

Title:

Phone:

E-mail:

And:

[Insert Vendor’s proper legal name (the “Vendor”)]

[Insert Address]

Attention:

Title:

Phone:

E-mail:

1. **Authority:** The members of Saskatchewan’s Shared Services Initiative have authorized and appointed Health Shared Services Saskatchewan (“3sHealth”) to act as their agent for the purpose of entering into and administering this Agreement on behalf of the Service Recipients. “Service Recipients” include the Saskatchewan Health Authority, eHealth, the Saskatchewan Cancer Agency, Saskatchewan’s independent hospitals and special care homes, as well as various agencies and associations that provide health services, education and/or regulations in Saskatchewan.
2. **Application of Agreement:** The terms and conditions set out in this Agreement and attached Schedules shall apply to any purchases made by the Service Recipients from the Vendor of the goods (the “Goods”) and (if applicable) the services (the “Services”) described in the attached Schedule 1 - Purchase Details. Any such purchases will be made by way of purchase order issued by a Service Recipient and this Agreement shall be deemed to apply to all such purchase orders for the benefit of the Service Recipients.
3. **Term:** The term of this Agreement shall commence upon ◆ day of ◆, 20◆◆, and shall expire on the ◆ day of ◆, 20◆◆ (the “Initial Term”). 3sHealth shall have the right, at its sole option, to extend the term of this Agreement for <written number> (<#>) additional <written number> (<#>) year extensions on the same terms and conditions (each a “Renewal Term” and together with the Initial Term, the “Term”).
4. **Supply Continuity:** Upon contract expiry, ◆ agrees to maintain availability of the contracted product at the contracted price for a period not to exceed ◆ months, or upon completion of conversion to the new product contract, whichever comes first. 3sHealth will endeavour to plan the conversion with the current and new Vendor so that existing stock is used up during the conversion period and the former Vendor is not left with undue hardship, i.e. excessive stock that cannot be used by another healthcare organization.

5. **Payment:** The relevant Service Recipient will pay the Vendor for the supply of the Goods and, if applicable, performance of the Services in accordance with pricing provisions contained in the attached Schedule 1 – Purchase Details.

6. **Contract Documents:** The following documents form part of this Agreement:

- Schedule 1 - Purchase Details
- Schedule 2a - Negotiated General Terms and Conditions
- Schedule 2 - General Terms and Conditions
- Schedule 3 - Privacy Protection Schedule

7. **RFP Documents:** This Agreement is made in furtherance of 3sHealth's Request for Proposal dated **◆, 20◆◆ titled ◆** in respect of which the Vendor submitted a proposal (the “Vendor Proposal”). The Vendor Proposal is hereby incorporated by reference and made a part of this Agreement except to the extent modified or inconsistent with the remainder of this Agreement (including its Schedules).

8. **Binding Agreement:** Intending to be legally bound, the Vendor and 3sHealth, in its capacity as agent on behalf of the Service Recipients, have signed this Agreement effective as of the date first written.

9. **Notices:** Any notice required or contemplated by this Agreement shall be in writing and is effective if delivered by hand to an authorized representative of the other party, or sent by registered mail, or scanned to .pdf and sent by email and to the attention of the other party’s representative. Any notice, request, direction or other communication shall be deemed to have been given:

- (a) if by hand delivery on the date of delivery;
- (b) if by registered mail five (5) business days after the sending thereof.
- (c) if by email on the date of transmission.

10. Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

Health Shared Services Saskatchewan (3sHealth), [Insert Vendor’s proper legal name]
as agent and on behalf of the Service Recipients

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Schedule 1
Purchase Details**

1. **Goods:**

2. **Services (if applicable):**

3. **Pricing:**

4. **Packaging and Labelling:** All Goods must be packaged and labelled in accordance with all Government of Canada packaging and labelling requirements. No package shall weigh greater than 40 lbs. The overall dimensions of the boxes shall be no larger than a “two cube” which is two cubic feet. All boxes must be packed in a manner that ensures the integrity of the box. All boxes must be closed with tape or staples ensuring that the contents arrive inside the box. All shipping labels and product manifests shall be affixed to the outside of the box in a manner that allows easy access. If boxes are shipped on a pallet, the shipping label and product manifest shall be affixed on an “outside box”. All boxes shall be numbered in sequence: “one of two”, “two of three”, etc.

5. **Other Purchase Details:**

6. **Distribution:**

7. **Rebate Information:** Where applicable, the Vendor shall submit the rebate payment directly to 3sHealth and all rebate cheques are to be accompanied with a hard copy of the sales report to: 3sHealth – Finance Department, 700–2002 Victoria Avenue, Regina, SK, S4P 0R7 and an Excel document of the sales report by e-mail to ProvContracting@3sHealth.ca. The Vendor shall provide a contact person with contact details for rebates.

8. **Primary Account Personnel: (See Appendix H – Vendor Company Profile)**

Role	Name	Title	Phone Number	Email Address

Schedule 2 General Terms and Conditions

Unless otherwise specifically specified in Schedule 1 (Purchase Details) or Schedule 2a (Negotiated General Terms and Conditions), the following terms and conditions shall apply to any Goods or Services supplied by the Vendor pursuant to this Agreement.

1. Capitalized Terms: Capitalized terms not otherwise defined in this Schedule 2, General Terms and Conditions, shall have the meanings set out elsewhere in this Agreement.

2. Governing Terms and Conditions: The terms and conditions set out herein and any documents incorporated by reference in this Agreement constitute the exclusive agreement between 3sHealth, as agent on behalf of the Service Recipients, and the Vendor. 3sHealth and the Service Recipients hereby give notice that they object to and reject any terms or conditions contained in any document which has been or may in the future be supplied to it by the Vendor which are in addition to, different from, inconsistent with or attempt to vary any aspect of this Agreement, whether such terms or conditions are set forth in the Vendor's, proposal, order acknowledgement, invoice or otherwise disclosed to 3sHealth or a Service Recipient. A Service Recipient's acceptance of the Vendor's Goods and/or Services will not be construed as an acceptance of any terms or conditions contained in any such document provided by the Vendor.

3. Purchases by Service Recipients:

- (a) 3sHealth will not, in its capacity as agent, itself order any Goods or Services on behalf of any of the Service Recipients, distribute any Goods or Services to Service Recipients or be responsible for any payments owing to the Vendor on account of Goods or Services supplied to Service Recipients by the Vendor. Purchase orders for Goods or Services required by Service Recipients will be submitted by Service Recipients directly to the Vendor. Goods or Services ordered by Service Recipients will be shipped directly to the Service Recipients, and payments for such Goods and Services so ordered and shipped will be made by Service Recipients directly to the Vendor in accordance with this Agreement.
- (b) Service Recipients are not obligated to make any purchase of Goods or Services from the Vendor.
- (c) Unless agreed by 3sHealth in writing, there are no volume guarantees or other similar minimum commitments imposed on 3sHealth or the Service Recipients.

For greater certainty, 3sHealth may submit purchase orders to the Vendor under this Agreement in its own right. 3sHealth shall also have the rights and obligations of a Service Recipient pursuant to this Agreement in respect of such purchases.

4. 3sHealth Not Liable: 3sHealth shall not be liable to the Vendor for a failure of a Service Recipient to pay for Goods or Services it orders pursuant to this Agreement or in respect of any other loss or damage caused by the act or omission of a Service Recipient.

5. **Payment Terms:** The Vendor may invoice the relevant Service Recipient for the supply of the Goods or Services in accordance with Schedule 1 Purchase Details and the prices set out therein upon the relevant Service Recipient's receipt and acceptance of the Goods and Services. Payment will then be due within 30 days of receipt of such invoice by the relevant Service Recipient, provided the Vendor is otherwise in compliance with the terms of this Agreement. Each application for payment shall be accompanied by such documentation as the relevant Service Recipient may reasonably request so as to verify that the Vendor has complied with the Agreement.

6. **Shipping Terms:** Goods are to be supplied by the Vendor <DDP> the relevant Service Recipient's facility in accordance with any delivery dates or schedules set out in a purchaser order issued by the relevant Service Recipient. Trade Terms in accordance with Incoterms 2020.

7. **Price Inclusive:** Unless otherwise specified in this Agreement, the express amounts payable pursuant to this Agreement (the "Contract Price") shall include all duties, levies, freight charges, licensing fees, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. The Vendor shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such instructions and operating and maintenance manuals as may be reasonably required by 3sHealth or a Service Recipient.

8. **Taxes:** All sales or use taxes shall be separately identified in all invoices delivered to Service Recipients by the Vendor. Taxes not so identified shall be deemed to be included in the Contract Price.

9. **Currency:** All prices are in Canadian Dollars.

10. **Inspection & Rejection:** All Goods are subject to inspection and acceptance by the relevant Service Recipient on delivery. If rejected, the Goods will be held for disposal at the Vendor's risk and expense.

11. **Warranty:** In addition to any other express or implied warranties, the Vendor warrants that:

- (a) all Goods and/or Services supplied will be in accordance with all applicable specifications, descriptions and other requirements set out in this Agreement;
- (b) all Goods will be new and of good industry standard material and workmanship, will be fit and suited for the purpose or use contemplated by this Agreement and will be of merchantable quality;
- (c) the Goods and all Services (including all inputs and workmanship) will be engineered, designed and performed in a professional manner and in accordance with good contemporary standards for use in the health care industry of Canada;
- (d) where the Goods are sold by sample, the bulk of the Goods will correspond in quality with the sample; and
- (e) the Goods and Services shall satisfy any end product, quality, performance and productivity requirements set out in this Agreement.

12. Vendor Remedial Work: Without limiting any other rights or remedies of 3sHealth or any Service Recipient, the Vendor will promptly repair, replace (including removal and re-installation if applicable) and correct Goods or Services not conforming to the requirements of this Agreement, including any warranty, without expense to 3sHealth or the Service Recipients, when notified of such non-conformity by 3sHealth or a Service Recipient.

13. Compliance with Laws:

- (a) The Vendor warrants and agrees that all Goods and Services supplied under this Agreement will comply with all applicable federal, provincial and local laws, regulations, ordinances, rules, codes and permits (collectively, the “Laws”) in force at the time of supply and/or performance including, without limitation, all Laws affecting the Contract Price, production, use, classification, handling, labelling, transportation, storage, sale or delivery of any Goods supplied under this Agreement and all applicable medical device, medical equipment, occupational health and safety and environmental Laws.
- (b) As required by the Medical Devices Regulations, SOR/98-282, pursuant to the federal *Food and Drugs Act*, manufacturers of licensed medical devices are required to renew their licenses by November 1st of each year prior to the sale of medical devices in Canada. Where applicable, it is the responsibility of the Vendor to ensure such licensing is in place and valid for all Goods supplied pursuant to this Agreement. If, at any time during the Term of this Agreement, a product license for any of the Goods should become suspended, cancelled or invalid for any period of time, the Vendor must immediately notify 3sHealth in writing to that effect and, without prejudice to any other right or remedy available to 3sHealth or any Service Recipients, 3sHealth shall have the right to immediately cancel this Agreement or all or any part of any outstanding purchase orders issued by Service Recipients.
- (c) It is the responsibility of the Vendor to ensure, in writing, that it is a member in good standing with the Saskatchewan Workers Compensation Board (“WCB”). If at any time during the Term of this Agreement the Vendor is no longer a member in good standing with the WCB, the Vendor must immediately notify 3sHealth to that effect and, without prejudice to any other right or remedy available to 3sHealth, 3sHealth shall have the right to immediately cancel this Agreement.

14. Intellectual Property: The Vendor warrants that neither the Goods or Services, nor a Service Recipient’s use, maintenance or repair of such Goods or Services as intended, will infringe on any existing or pending patent, copyright, industrial design or other intellectual property right or trade secret.

15. Confidentiality:

- (a) Any specifications, designs, patterns, samples or other similar items or other technical, commercial, personal or financial information relating to the Vendor’s or 3sHealth business or the business or operations of a Service Recipient (the “Information”) which either party may obtain in connection with this Agreement will be deemed to be confidential. The Vendor will not use the Information for its own purposes (other than for fulfilling this Agreement), nor will the Vendor disclose the Information to any third party except as

specifically authorized by 3sHealth in writing. The Vendor acknowledges that the Service Recipients are subject to payee disclosure policies and that such policies shall override any obligation of confidentiality.

- (b) The Vendor acknowledges that 3sHealth acquires goods and services on behalf of "local authorities" as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("LAFOIPPA") and "government institutions" as defined in *The Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("FOIPPA"). Accordingly, all documents and information provided by the Vendor to 3sHealth under this Agreement may be subject to the provisions of LAFOIPPA and FOIPPA, as applicable.
- (c) 3sHealth reserves the right to fully disclose all documents or information provided by the Vendor to 3sHealth under this Agreement, including the Agreement itself, to the Service Recipients participating in this Agreement.

16. Delay: The Vendor agrees that it will complete delivery of the Goods and/or perform the Services according to the times specified in any purchase orders issued by Service Recipients pursuant to this Agreement. The Vendor will not be liable for delays in delivery of the Goods or in performance of the Services due to causes not within the reasonable control of the Vendor; provided that, the Vendor immediately notifies any and all Service Recipients that are affected by such delay in writing of any such delay. If such delay is or is expected to be more than 15 days, Service Recipients may, at their individual option, cancel all or any portion of the Goods and/or the Services being supplied under a purchase order issued by that Service Recipient by giving written notice to the Vendor, without further liability on the part of 3sHealth or any of the Service Recipients. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, third-party strikes or work stoppages, freight embargoes, failures of utilities or communications, and unusually severe weather, but in every case the failure to perform must be beyond the control of and without fault or negligence by the Vendor. For purposes of clarity, the Vendor shall not be entitled to rely on this section to the extent that the failure to perform could have been prevented by the Vendor making reasonable plans, or taking reasonable steps, to prevent the event from occurring such as, by way of example, arranging for alternative source(s) of supply or establishing a suitable business contingency plan. In the event this section is applicable, any obligations which incorporate a specific delay or which must be performed on a specific date shall be extended by the number of days such causes were manifest and present. Notwithstanding the foregoing:

- (i) the Vendor shall not be relieved of its obligation to perform any services outlined in a business continuity plan, disaster recovery plan, risk management plan, or similar document mutually agreed upon by the parties; and
- (ii) where the delay or failure to perform persists for a period of thirty (30) days or more, 3sHealth may, in addition to all of its other rights herein, terminate this Agreement in whole or in part which is the subject of the delay or non-performance.

17. Cancellation for Cause: 3sHealth may cancel this Agreement, and/or a Service Recipient may cancel a purchase order, at any time upon written notice to the Vendor because of the occurrence of any of the following:

- (a) The Vendor fails to comply with any of the provisions of this Agreement including, without limitation, for late delivery of Goods, late performance of Services, delivery of Goods which do not conform with this Agreement or failure to provide 3sHealth, upon request, with reasonable assurances of future performance.
- (b) The Vendor attempts to sell Goods or Services to Service Recipients on terms more favourable than those set out in this Agreement without first making such Goods or Services available to all Service Recipients on the same such terms.
- (c) The Vendor has made an unacceptable (to be determined by 3sHealth in its discretion acting reasonably) number of invoicing errors.
- (d) 3sHealth determines, in its discretion acting reasonably, that changes in technology, patent status or other marketplace related developments render the Goods or Services, or the pricing related thereto, uncompetitive, obsolete or otherwise unacceptable to 3sHealth and the Service Recipients.

18. Cancellation of Purchase Order Without Cause: A Service Recipient may cancel a purchase order issued by that Service Recipient at any time prior to delivery without cause at its sole option by giving written notice to the Vendor. Upon such cancellation without cause, the Service Recipient giving such notice will reimburse the Vendor for its actual direct costs incurred in respect of the purchase order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value of any Goods or partially completed Goods, if applicable. Reimbursement for such actual direct costs will be the Vendor's exclusive remedy, and will constitute satisfaction of any and all liabilities of 3sHealth and the Service Recipient, with respect to any such cancellation of the purchase order.

19. Mutual Indemnity: The Vendor hereby agrees to indemnify and save harmless 3sHealth and the Service Recipients, and their respective directors, officers, employees and agents, from and against all claims, demands, actions, causes of action, damages, losses, costs, liability or expenses (including reasonable legal fees) which may be made or brought against any of them or which any of them may suffer or incur as a result of, in respect of or arising out of: (i) the breach of this Agreement by the Vendor (or any party for which the Vendor is at law responsible), (ii) any negligence or willful misconduct by the Vendor (or any party for which the Vendor is at law responsible), or (iii) any assertion by any person that all or any portion of the Goods or Services infringes any patent, patent pending, copyright, industrial design protection or any other intellectual property right or trade secret, or law relating thereto. The Vendor agrees that it shall cooperate with 3sHealth in the defence of any such action, including providing 3sHealth with prompt notice of any such action and the provision of all material documentation. The Vendor further agrees that 3sHealth has the right to retain its own counsel to conduct a full defence of any such action.

3sHealth agrees to indemnify and save harmless the Vendor and its directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, losses, costs, liability or expenses (including reasonable legal fees) which may be made or brought against any of them or which any of them may suffer or incur as a result of, in respect of or arising out of the breach of this

Agreement by 3sHealth (or any party for which 3sHealth is at law responsible), or as result of any negligence or willful misconduct by 3sHealth (or any party for which 3sHealth is at law responsible).

20. Liability Exclusion: Neither the Vendor, 3sHealth, nor the Service Recipients, shall be liable for consequential, indirect or special damages, punitive damages, or for any loss of profit, loss of revenue, loss of opportunity, loss of chance or other economic loss arising from this Agreement.

Notwithstanding the foregoing or anything else in this Agreement, the exclusions and limitations of liability set out in this Section 20 shall not apply to: (a) any recovery under the indemnity obligations under Section 19; (b) any breach of Section 15 (Confidentiality) or Schedule 3 (Privacy Protection Schedule); or (c) any bodily injury, death or loss or damage to any real or tangible personal property.

21. Records and Reports: The Vendor shall maintain records of all Goods and Services supplied to Service Recipients pursuant to this Agreement. The Vendor shall make these records available to 3sHealth and/or the applicable Service Recipient for inspection upon reasonable notice. The Vendor shall also submit sales reports to 3sHealth, upon request, setting out such detail as 3sHealth may reasonably request, including but not limited to the total value of all Goods sold to a Service Recipient pursuant to this Agreement and a comparison of the total list price for all Goods compared to the total Contract Price paid for such Goods by each Service Recipient.

22. Cumulative Remedies: Except as otherwise expressly provided in this Agreement, any rights and remedies specified in this Agreement are cumulative and are in addition to any other rights or remedies available to 3sHealth or Service Recipients at law.

23. Waiver: No, (a) review or approval of any aspect of the Vendor's Goods or Services by or on behalf of a Service Recipient; (b) payment by a Service Recipient; or (c) inspection, rejection, examination, tests or performance tests conducted by or on behalf of a Service Recipient, will relieve the Vendor from its responsibilities under this Agreement or in any other way or to any extent modify, release, waive, terminate or otherwise affect the responsibilities of the Vendor under this Agreement, whether in contract or tort.

24. Modification: No revision, modification or waiver of the Agreement will be binding on either party or any Service Recipients unless such revision, modification or waiver is expressly agreed to in writing by the Vendor and 3sHealth.

25. No Assignment: Neither 3sHealth, the Vendor nor Service Recipients may transfer or assign this Agreement in whole or in part without the prior written consent of the Vendor and 3sHealth. Such consent will not relieve the assigning party of its obligations and liabilities under this Agreement. Notwithstanding the foregoing, consent shall not be required if 3sHealth or a Service Recipient is assigning this Agreement, in whole or in part, to a department, agency or entity controlled in whole or in part by the Government of Saskatchewan.

25a. Fundamental Change: If 3sHealth or the Saskatchewan health care sector undergoes a fundamental change in structure, purpose, or governance (a "**Fundamental Change**"), the parties agree

to negotiate in good faith any amendments to the Agreement required to address such Fundamental Change.

26. Enurement: This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be.

27. Governing Law: The laws of the Province of Saskatchewan (excluding Saskatchewan's conflict of laws rules and the United Nations' Convention on Contracts for the International Sale of Goods) will apply to and govern the interpretation, validity and enforceability of this Agreement. All warranties, rights and remedies established for the benefit of a buyer under *The Sale of Goods Act* (Saskatchewan) with respect to the supply of any Goods under this Agreement are specifically reserved by 3sHealth and all Service Recipients and are incorporated by reference into these Terms and Conditions. The Vendor hereby attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan.

28. Limitation of Actions: Notwithstanding *The Limitations Act* (Saskatchewan), proceedings based on any cause of action, regardless of form, arising out of, or in any way connected with this Agreement or the Goods or Services furnished under this Agreement may be brought within six years after the day on which delivery or performance of the Goods or Services has been completed or on which the claim is discovered, whichever is later, but not thereafter.

29. Insurance: During the term of this Agreement the Vendor shall maintain in full force and effect the following insurance coverages:

(a) Commercial General Liability insurance for a minimum of five million Canadian dollars (\$CDN 5,000,000.00) for any one occurrence. Such insurance shall add 3sHealth as an Additional Insured but only with respect to this Agreement and shall include the following:

- (i) Products and completed operations;
- (ii) Personal injury;
- (iii) Cross liability; and
- (iv) Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

(b) **[The Addition of the following where the Vendor is providing professional services]:**

Professional Liability/Errors & Omissions Liability Insurance in the minimum limit of liability of five million Canadian dollars (\$CDN 5,000,000.00) for any one occurrence. Such insurance shall add 3sHealth as an Additional Insured but only with respect to this Agreement and shall include thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

(c) **[The Addition of the following where the Vendor will access, process, host, or otherwise have access to confidential information and/or personal information]:** Network, Data Security &

Privacy Liability (Cyber Risk) Insurance covering all Deliverables provided by the Vendor under this Agreement in an amount of at least five million (\$5,000,000) per occurrence and in the aggregate. Such insurance shall add 3sHealth as an Additional Insured but only with respect to this Agreement and shall include thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

- (d) Any other insurance reasonably requested by 3sHealth from time to time.

Vendor shall provide 3sHealth with evidence of all such insurance upon request. The foregoing insurance will be primary and will not require the sharing of any loss by any insurer of 3sHealth. All such insurance shall be placed with insurers licensed to do business in Saskatchewan.

30. Facility Work: When any aspect of this Agreement involves attendance at or the performance of any Services at a Service Recipient's facility, the following additional provisions will apply.

- (a) The Vendor and its officers, employees, agents and subcontractors will comply with all reasonable facility rules and all safety and security regulations imposed by the Service Recipient.
- (b) The Vendor will have complete control and responsibility for the safety and health of its officers, employees, agents and subcontractors while engaged in the Services, and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of the Services.
- (c) The Vendor will obtain all necessary permits and/or licenses and give all necessary notifications for the performance of the Services.
- (d) The Vendor will notify a Service Recipient in advance of any hazardous materials that it intends to bring onto that Service Recipient's facility and all applicable SDS supporting document.
- (e) The Vendor shall include all labour, materials, equipment and tools necessary for carrying out the work and shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating and carrying out the proper performance of the Services and supplying the Goods in a safe and workmanlike manner.
- (f) The Vendor shall, at its own expense, keep its work area in a tidy condition and free from the waste and debris and shall remove from the site all such waste products and debris caused by its activities at the site.

31. Compliance

The Vendor shall comply with *The Workers' Compensation Act, 2013* (Saskatchewan), the *Income Tax Act* (Canada), *The Provincial Sales Tax Act* (Saskatchewan), the *Employment Insurance Act* (Canada) and the *Canada Pension Plan* (Canada). It is specifically agreed that any liability or assessments (including penalties and interest) for income tax, sales tax, Canada Pension Plan, Employment Insurance or any other contributions which are required by law from time to time to be paid or remitted in connection with the Services or the operations of the Vendor are the sole responsibility of the Vendor. The Vendor shall, on demand from 3sHealth, produce evidence to 3sHealth' reasonable satisfaction that the Vendor has at all relevant times been duly registered and in good standing with all governmental bodies in the Province of Saskatchewan with which the Vendor is required to be registered including, without limitation, the Workers Compensation Board of Saskatchewan.

32. Privacy

The Vendor and its officers, employees, agents and subcontractors will comply with all of 3sHealth's and the applicable Service Recipients' policies and procedures respecting the confidentiality and protection of personal information, including personal health information. A copy of 3sHealth' standard form Privacy Protection Schedule is attached as Schedule 3 and will apply as a default in respect of any access to personal information or personal health information by the Vendor pursuant to this Agreement including, as applicable, applying *mutatis mutandis* with respect to access to any personal information or personal health information under the custody or control of Service Recipients.

33. Contract Management/Reporting

The Vendor agrees to participate in any reasonable contract management requirements determined by 3sHealth and communicated to the Vendor in respect of this Agreement, including (without limitation) providing semi-annual reports to 3sHealth containing such information related to the implementation and performance of this Agreement by the Vendor as reasonably prescribed by 3sHealth.

34. Cost Differentials: In the event any delay in delivery or non-performance of this Agreement on the part of the Vendor (including, for greater certainty, Goods that have been backordered) and the cause of such non-performance or delay is other than as a result of an event referenced in Section 16, the Vendor shall be responsible to promptly (unless otherwise agreed by 3sHealth, such period not to exceed ten (10) days) provide substitute Goods acceptable to 3sHealth, acting reasonably, at the contracted price. Notwithstanding the foregoing, in the event a Service Recipient has reasonable grounds to conclude that a substitute Good proposed by the Vendor and accepted by 3sHealth is not in fact a suitable substitute, it may, with notification to 3sHealth, proceed to purchase an alternative product in which case it will be entitled to pursue the remedies anticipated by the balance of this Section 34. In the event the Vendor fails to provide a suitable substitute, as determined in accordance herewith, or within the agreed upon time period, and should a Service Recipient, as a result of the delay or non-performance, purchase an alternative product from an alternate source at a higher cost, which product is reasonably considered to be a replacement for the subject Good, the Vendor will reimburse the Service Recipient an amount equal to the difference between the cost of the substitute Good and the cost to the Service Recipient calculated at the contract price, in each case calculated to reflect any differences in the relative format and strength of the two products, as well as any resulting wastage as a result of these differences. In each case the obligation to reimburse will be calculated using the Service Recipient's normal purchasing volumes. In addition, the Vendor will be responsible to reimburse any administrative fee which may be levied by 3sHealth and to pay 3sHealth the foregone rebates in respect of the lost sales of that Good. The reimbursement pursuant to this Section 34 is due on or before the date which is forty-five (45) days from the date the Vendor receives the applicable reimbursement claim from 3sHealth or the Service Recipient, as the case may be.

35. Volumes and New Technology: The Vendor acknowledges and agrees that the New Technology Clause to this Agreement shall apply as follows:

- (a) **New Technologies:** The Vendor acknowledges that the annual volumes contemplated by the Agreement are specific to the type of Goods and technology utilized by the Service Recipients and/or 3sHealth as at the date of the Agreement. The Vendor further acknowledges the Service

Recipients and/or 3sHealth may elect to convert all or any part of their annual requirements of Goods to more advanced New Technology in furtherance of their commitment to provide leadership excellence in the delivery of patient care.

- (b) **Evaluation of New Technologies:** The Service Recipients and/or 3sHealth may, at any time during the term of the Agreement, evaluate such New Technology. During this evaluation period, a Service Recipient may reduce its purchases of Goods under the Agreement.
- (c) **Comparable Technology:** Following the evaluation of the New Technology, in the event the Service Recipient finds the New Technology superior to the Vendor's Good in use at the time, and wishes to utilize such New Technology, the Service Recipients and/or 3sHealth shall advise the Vendor of such in writing and the Vendor will be allowed a period of three (3) months from receipt of the notice to develop Comparable Technology and submit same to the Service Recipients and/or 3sHealth. If the Comparable Technology developed by the Vendor is comparable and competitively priced to the New Technology and is otherwise acceptable to the Service Recipients and/or 3sHealth in their sole discretion, the Service Recipients and/or 3sHealth shall purchase same from the Vendor.
- (d) **Purchase of New Technology:** If the Vendor is unable to provide Comparable Technology that is acceptable to the Service Recipients and/or 3sHealth within the three (3) month period, the Service Recipients and/or 3sHealth may purchase such New Technology elsewhere and the value of the New Technology purchased elsewhere shall be included in the calculation of annual volumes commitment and shall not be grounds for the Vendor to seek a price adjustment or terminate the Agreement.
- (e) **Definitions:** Where used herein the following terms shall have the following meanings:
 - (i) "New Technology" means Good(s) or product presentation(s) that are not currently offered for sale on a commercially available basis in Saskatchewan at the date of execution of the Agreement but are subsequently offered for sale in Saskatchewan and which could be used in place of the Goods covered by the Agreement.
 - (ii) "Comparable Technology" means new Good(s) or product presentation(s) presented by the Vendor as potentially comparable with the New Technology.
- (f) **Discretion:** All decisions by the Service Recipients and/or 3sHealth to be made pursuant to this section will be made by the Service Recipient and/or 3sHealth in their sole discretion.

Schedule 3
Privacy Protection Schedule

1. Definitions:

(a) **“PI”** means information in respect of which 3sHealth is legally responsible under Privacy Laws (whether or not recorded) that is about an identifiable individual (including defined or deemed as such pursuant to any applicable Privacy Laws) and, for greater certainty, includes personal health information as defined under applicable Privacy Laws.

(b) **“Privacy Laws”** means laws relating to the protection of PI and includes, for greater certainty, *The Health Information Protection Act* (Saskatchewan), *The Freedom of Information and Protection of Privacy Act* (Saskatchewan), *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and the *Personal Information Protection and Electronic Documents Act* (Canada), each as applicable to 3sHealth.

2. Compliance with Laws: The Vendor hereby agrees that in order to carry out its duties and obligations under its agreement(s) with 3sHealth, the Vendor may have access to PI and that at all times during the Term of this Agreement, the Vendor, in dealing with PI, will comply with the requirements of all Privacy Laws.

3. Control of and Rights in PI: Control of PI shall at all times remain with 3sHealth. The Vendor acknowledges and agrees that nothing gives the Vendor any right, title, interest in any PI.

4. Access to and Use of PI: The Vendor may access and use PI on a need-to-know basis as expressly authorized by 3sHealth for the sole and express purpose of fulfilling its obligations under the Agreement. Any such access or use of PI by the Vendor shall be to the minimum extent necessary for the Vendor to fulfil its obligations under the Agreement.

5. Return or Destruction of PI:

(a) Upon the written request of 3sHealth at any time and for any reason whatsoever, the Vendor will promptly return to 3sHealth all PI in the Vendor’s possession and will certify delivery to 3sHealth in writing. Alternatively, if specifically instructed by 3sHealth in writing, the Vendor shall at any time and for any reason securely dispose of any PI in the Vendor’s possession and certify in writing to 3sHealth such destruction.

(b) If for any reason PI in the Vendor’s possession pursuant to the Agreement is not returned to 3sHealth or disposed of, as applicable, the Vendor’s obligations under this Schedule will continue in force notwithstanding any termination or expiration of the Agreement.

6. Disclosure to Third Parties:

(a) Except as specifically permitted by the Agreement (including, without limitation, pursuant to section 7 of this Schedule below), the Vendor shall not disclose (and will not allow any of its employees, agents or representatives to disclose) in any manner whatsoever any PI to any third

party without the prior written consent of 3sHealth and the Vendor hereby acknowledges that such consent will only be provided if:

- (i) such disclosure is required in order for the Vendor to perform its service obligations pursuant to the Agreement;
 - (ii) such disclosure is permitted under Privacy Laws;
 - (iii) the third party agrees, in writing, to protect the confidentiality and security of the PI to at least the extent provided by this Schedule; and
 - (iv) 3sHealth is otherwise satisfied, in its discretion, with the status, quality and reputation of the third party.
- (b) If the Vendor becomes legally compelled to disclose any of the PI, the Vendor will to the extent permitted by law provide 3sHealth with prompt written notice thereof prior to disclosure.

7. Employees of the Vendor Bound:

- (a) The Vendor and 3sHealth hereby further acknowledge and agree that, in order for the Vendor to fulfil its service obligations under the Agreement, the Vendor shall be permitted to grant its employees access to PI. The Vendor hereby agrees that:
- (i) it will only make PI available to its employees to the minimum extent necessary for the purpose of fulfilling the Vendor's obligations under the Agreement; and
 - (ii) it will cause, or has caused, each of its employees providing services on behalf of the Vendor under the Agreement to agree, in writing, to protect the confidentiality and security of the PI to at least the extent provided by this Schedule.
- (b) The Vendor will properly advise and train each of its employees providing services under the Agreement of the requirements of the Vendor under this Schedule and Privacy Laws. The Vendor specifically assumes all responsibility for its employees for the breach by any of them of any provisions of this Schedule or such laws.

8. Audit:

- (a) The Vendor will provide (i) 3sHealth's internal auditor; and/or (ii) a nationally recognized Canadian audit firm appointed by 3sHealth, upon fifteen (15) days prior written notice, with reasonable access to relevant books, records and facilities related to the Agreement in order to conduct appropriate audits, examinations and inspections to ensure the Vendor's compliance with this Schedule.
- (b) Except as otherwise provided below, such audits, examinations and inspections will be conducted at 3sHealth's expense and may be conducted periodically during the Term of the Agreement, but not more than once per year.
- (c) The Vendor will provide access to information and facilities reasonably required by 3sHealth's auditors to perform such audits.
- (d) The Vendor agrees to respond in writing to any observations made by any audit within ninety (90) days of receipt of such observations. If any audit or inspection by 3sHealth or its representative reveals that the Vendor is non-compliant with this Schedule, the Vendor shall promptly bring itself into compliance. In addition, if the Vendor is found to be materially non-compliant with this Schedule, the Vendor shall pay the reasonable costs associated with the audit. Further, in such

case, 3sHealth shall be entitled to conduct such further audits as are reasonably necessary to ensure that the Vendor has, in fact, brought itself into compliance.

9. Remedies: The Vendor agrees that, in addition to any other rights or remedies 3sHealth may have for breach of this Schedule, 3sHealth has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened or actual material breach of this Schedule by the Vendor.

10. No Withholding: The Vendor shall not be entitled to, and hereby waives forever any and all right to withhold any PI from 3sHealth to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between 3sHealth and the Vendor.

11. Location of the PI: The PI may not be possessed, stored or maintained at any location outside of Canada without the prior written consent of 3sHealth.

The parties acknowledge that there may be occasions where access to PI may be required by the Vendor or its affiliates or subcontractors from outside of Canada to perform its obligations under the Agreement. Unless otherwise agreed by the parties hereto in writing, the Vendor or its affiliates or subcontractors, as applicable, shall not send, transmit, or store any PI outside of Canada, with the exception of incidental or temporary transmissions, disclosure, or storage related to the provision of the Vendor's Goods and/or Services, provided such transmissions, disclosure, or storage are incidental or temporary and are subject to the safeguards provided herein, and no PI is stored outside of Canada for longer than is necessary to provide the specific Goods and/or Services.

12. Security and Segregation of PI: The Vendor shall have in place reasonable policies, procedures and safeguards to protect the confidentiality and security of the PI. The Vendor shall ensure the physical security of the PI by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. Such security arrangements shall include, without limitation, reasonable technical, physical and administrative safeguards. Without limiting the generality of the foregoing, the Vendor shall take reasonable steps to ensure that all PI is securely segregated from any information owned by the Vendor or third parties, including access barriers, physical segregation and password authorization.

13. Compliance with Access Requests: If the Vendor receives a request for access to any PI from any person (other than 3sHealth), the Vendor shall promptly advise the applicant to make the request to 3sHealth and, if 3sHealth has advised the Vendor of the name or title and contact information of a specific official of 3sHealth to whom such requests are to be made, the Vendor shall also promptly provide that official's name or title and contact information to the applicant.

14. Assistance with Complaints/Investigations: The Vendor shall co-operate with, and assist in, any investigation of a complaint that any PI has been collected, used or disclosed contrary to Privacy Laws, or the policies of 3sHealth, whether such investigation is conducted by 3sHealth itself or a body having the legal authority to conduct the investigation. For greater certainty, the foregoing shall apply in respect of

any formal or informal review or investigation conducted by the Office of the Information and Privacy Commissioner of Saskatchewan.

15. Breach Notification: The Vendor shall immediately notify 3sHealth in writing of any known or suspected security breach, data loss or other adverse event known or reasonably believed to have compromised the security, integrity, availability or confidentiality of any PI in its possession or under its care and control.

16. Privacy Representative: Immediately upon execution of this Agreement, the Vendor will appoint a representative to be responsible for the Vendor's compliance with this Schedule (the "**Privacy Representative**"). The Vendor will promptly provide 3sHealth with the name of its Privacy Representative and notify 3sHealth in a timely manner of any change of its Privacy Representative.

APPENDIX F
GROUP PURCHASE CONTRACT OBJECTION NOTICE



Submit this Appendix in both PDF and Read and Write Format

Acceptance of 3sHealth General Terms & Conditions?

YES

NO

If NO; form below must be completed:

CLAUSE #	SPECIFIC LANGUAGE	PROPOSED AMENDMENT	REASON FOR PROPOSED AMENDMENT OR COMMENT

Signature

Printed Name

Company

APPENDIX G
DEBRIEF/COMPLAINT PROCESS

A. INTRODUCTION

The following is the debrief and complaint procedure for the procurement process to which this document is attached.

B. DEBRIEF PROCESS

A Vendor who has provided a proposal in response to this procurement may request a debrief session with 3sHealth at the conclusion of the procurement process.

1. Purpose of Debrief

The purpose of a debrief session is limited to the following:

- (a) to provide the Vendor with general, non-confidential information regarding the outcome of the overall procurement process;
- (b) to provide feedback to the Vendor with respect to the Vendor's particular proposal, including general, non-confidential information regarding positive and negative aspects of the Vendor's proposal and the relative advantages of the successful proposal; and
- (c) to answer, to the extent possible without disclosing confidential information, questions posed by the Vendor regarding the procurement process.

At no time during the debrief process shall 3sHealth be required to disclose to a complainant any information regarding the bids or proposals of other participants in the applicable procurement process, or any details of 3sHealth's evaluation process that 3sHealth deems confidential or which may prejudice fair competition between Vendors.

2. Debrief Notice

Vendors wishing to participate in a debrief session shall provide written notice to 3sHealth within 7 calendar days of their written receipt of notice of the final outcome of the procurement process.

The written notice requesting a debrief session shall contain the following information:

- (a) the Vendor's name, address and contact information including the relevant contact person to whom notices and communication regarding the debrief may be sent;

- (b) details of the procurement process to which the debrief relates;
- (c) whether the Vendor representatives will attend the debrief in person or by teleconference call;
- (d) the names of the Vendor representatives who will attend the debrief (3sHealth reserves the right to limit the number of attendees in its sole discretion); and
- (e) a statement of any specific issues which the Vendor wishes to address within the debrief session

The debrief session request notice must be sent to:

Health Shared Services Saskatchewan (3sHealth)
700 – 2002 Victoria Avenue
Regina, Saskatchewan S4P 0R7

Attention: Bob Joice , Specialist, Contracts - bob.joice@3shealth.ca

3. Debrief Time and Location

3sHealth will, within a reasonable period of time after receiving a debrief request notice, contact the Vendor's contact person to arrange a debrief session at a mutually agreeable time.

All debrief sessions will be held at 3sHealth head office in Regina, Saskatchewan, or such other reasonable location as selected by 3sHealth. Vendors may attend in person at 3sHealth offices, or may participate in the session by way of conference call.

Unless 3sHealth otherwise agrees in its sole discretion, debrief sessions shall not exceed one (1) hour.

C. COMPLAINT PROCESS

A Vendor who has provided a proposal in response to this procurement may file a complaint with 3sHealth at the conclusion of the procurement process.

1. Purpose of the Complaint Process

The purpose of this complaint process is limited to providing Vendors with an opportunity to file a complaint regarding 3sHealth procurement.

The purpose of this complaint process is not to vary the outcome of any procurement process, or in any way delay the awarding of any contract by 3sHealth pursuant to any procurement process.

2. Complaint Notice

A Vendor wishing to file a complaint regarding a 3sHealth procurement process shall provide written notice to 3sHealth within 14 days of its written receipt of notice of the final outcome of the procurement process, or 7 days following the Vendor's debrief session (pursuant to Part B above), whichever is later.

A complaint must contain the following information:

- (a) the complainant's name, address and contact information including the relevant contact person to whom notices and communication regarding the complaint may be sent;
- (b) details of the procurement process to which the complaint relates;
- (c) a statement of the substantive and factual grounds of the complaint; and
- (d) all information and documents relevant to the complaint that are in the complainant's possession.

Three copies of a complaint must be sent to:

Health Shared Services Saskatchewan (3sHealth)
700 – 2002 Victoria Avenue
Regina, Saskatchewan S4P 0R7

Attention: Director of Provincial Contracting

Or by email to: ProvContracting@3sHealth.ca.

Attention: Director of Provincial Contracting

3. Preliminary Complaint Review

Upon receipt of a complaint, 3sHealth will make a preliminary review of the materials filed by the complainant and may proceed to review the complaint in further detail as set out below or may dismiss the complaint if 3sHealth is of the view that:

- (a) the complaint is frivolous, vexatious or has no valid basis;

- (b) the complaint is not in respect of a procurement conducted by 3sHealth; or
- (c) the complaint is not filed within the complaint period.

4. Complaint Review

Unless the complaint is dismissed in accordance with the foregoing section, 3sHealth will proceed to review and investigate the merits of the complaint. 3sHealth may, in its sole discretion, invite the complainant to provide additional information regarding its complaint and may invite the complainant to attend in one or more meetings with 3sHealth in respect of the complaint.

At no time during the complaint process shall 3sHealth be required to disclose to a complainant any information regarding the bids or proposals of other participants in the applicable procurement process, or any details of 3sHealth's evaluation process that 3sHealth deems confidential.

5. Complaint Resolution and Conclusion

Upon the conclusion of 3sHealth's review of a particular complaint, 3sHealth may take any action it, in its sole discretion, deems appropriate. 3sHealth will provide the complainant with written notice as to the outcome of the complaint process.

In no event whatsoever shall 3sHealth be required to cancel, vary or delay the award of any contract under any 3sHealth procurement as a result of this complaint process.

**APPENDIX H
VENDOR COMPANY PROFILE**

Submit Appendix H in both PDF and Read and Write format

COMPANY INFORMATION			
Name of Company (Legal Entity):			
Complete Address			
Phone Number		Toll Free Number	
Provide Link to Company's Website			
Name of individual with Contract Signing Authority			
Title			
Direct Line:		Email Address:	

PARENT COMPANY INFORMATION (if applicable)			
Name of Parent Company (Legal Entity):			
Complete Address			
Phone Number		Toll Free Number	
Provide Link to Parent Company's Website			

ORDERING/SHIPPING INFORMATION	
Direct Order From Manufacturer: <input type="checkbox"/>	Order from Distribution: <input type="checkbox"/>
Name of Company (Legal Entity):	
Complete Address	
Customer Service Phone Number	
Customer Service Email	
Dedicated Contact Person	
Contact Phone Number	
Contact Email Address	

PRIMARY ACCOUNT PERSONNEL

Note: Please provide contact information for Vendor representative(s) responsible for service to 3sHealth and its Service Recipients; include all areas of responsibility for each representative, if applicable beyond SK.

Role	Name	Title	Phone Number	Email Address
Principle Contact for RFP				
Sales Representative				

In addition to the above information, please provide:

1. The number of years the Vendor has been in business; and
2. Three references of facilities, hospitals or purchasing groups currently using similar products offered by the Vendor, and their contact information.

**APPENDIX I
NATURAL RUBBER LATEX CONTENT INFORMATION
QUESTIONNAIRE**

Request for Proposal:

Responding Vendor:

3SHEALTH NUMBER	BIDDER'S PRODUCT NUMBER/SERIES	PRODUCT(S) CONTAIN(S) NATURAL RUBBER LATEX		UNIT PACKAGING CONTAINS NATURAL RUBBER LATEX		MANUFACTURING PROCESS INVOLVES EXPOSURE TO LATEX (I.E. GLOVES USED BY PEOPLE ON ASSEMBLY LINE, ASSEMBLY LINE CHANGED OVER AND PREVIOUS PRODUCT CONTAINED LATEX)	
		YES	NO	YES	NO	YES	NO
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please complete the **NATURAL RUBBER LATEX CONTENT INFORMATION SHEET (Appendix J)** on the following page for each product to which you answered "yes".*

**APPENDIX J
NATURAL RUBBER LATEX CONTENT INFORMATION
INFORMATION SHEET**

Request for Proposal:		
Responding Vendor:		
Product Description:		
Brand:	Manufacturer:	
Catalog # or Series:		
Detail the product or packaging components that contain natural rubber latex or the process which involves contact with latex:		
Product packaging clearly identifies natural rubber latex content: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name: (Please Print)		
Title:		
Phone:	Fax:	Email:
Signature: (must be a signing officer for the bidder/Vendor)		Date: