



PHARMACY SERVICES

Elgin County Long-Term Care Homes

REQUEST FOR PROPOSAL

No. 2023-P26

ELECTRONIC SUBMISSIONS ONLY

Proposals shall be received by the Bidding System no later than:

July 14, 2023 @ 3:00 p.m. (local time)

Issue Date: June 12, 2023

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DEFINITIONS AND INTERPRETATIONS

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. “Authorized Person” means;
 - i. For a Proponent who is an individual or sole proprietor that person.
 - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
 - iii. For a Proponent which is a corporation:
 - a) any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
 - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. “Bidding System” means the County’s bid portal website operated by bids&tenders™ and posted as <https://elgincounty.bidsandtenders.ca/Module/Tenders/en>
4. “County” refers to the Corporation of the County of Elgin.
5. “Designated Official” refers to the Manager of Procurement & Risk for the County of Elgin.
6. “Pharmacist” means an accredited pharmacist registered and in good standing with the College that is employed by the Pharmacy to provide clinical and consulting services.
7. “Pharmacy” or “Pharmacy Provider” means the highest scoring Proponent that enters into a contract with the County for the provision of the work.
8. “Proposal” means the Response in the form prescribed by this Request for Proposal (RFP) document and completed and submitted by a Proponent in response to and in compliance with the RFP.
9. “Proponent” means the legal entity submitting a proposal.
10. “Request for Proposal” or “RFP” means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County’s objectives in a cost-effective manner.
11. “Successful Proponent” means the Proponent whose proposal has been approved by the County.

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PHARMACY SERVICES FOR ELGIN COUNTY LONG-TERM CARE HOMES**SECTION 1.0 - INFORMATION TO PROPONENTS****1.1 Introduction and Background**

The County of Elgin is situated in the heart of southwestern Ontario along the north shore of Lake Erie and due south of Highway 401 in what can be best described as a rich agricultural zone complemented by industry. The County is an upper-tier municipality comprised of seven local municipalities covering an area of 460,000 acres, with a population of approximately 52,000 people. For more information on the County and the services we provide, visit www.elgincounty.ca

The County is inviting proposals from qualified pharmacy service providers to provide Pharmaceutical Services and applicable supports for the residents who reside at the County's three Long Term Care Homes. Further information regarding the scope of work is included in Section 2.0.

1.2 Proposal Format and Delivery

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their proposal submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders™ support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

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The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

The County shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

1.3 **Designated Official**

For the purpose of this contract Mike Hoogstra, Manager of Procurement & Risk for the County is the “Designated Official” and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

1.4 **Questions / Inquiries**

All inquiries regarding this *RFP* shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.6.

If during the period prior to submission of *proposals*, the County determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. Directing inquiries to other than the Designated Official may result in your submission being rejected.

1.5 **Addenda**

The County, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The County will make every effort to issue all addenda no later than three (3) days prior to the closing date.

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Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to have received all Addenda that are issued. Proponents should check online at <https://elgincounty.bidsandtenders.ca/Module/Tenders/en> prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge the addenda; and
- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this section.

1.6 **RFP Schedule**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the bidding system.

Issue RFP:	June 12, 2023
Last Date for Questions:	July 7, 2023
RFP Close:	July 14, 2023
Interviews/Presentations:	Late July 2023*
Award of Contract:	August 8, 2023*
Contract Commences:	October 1, 2023

**Dates noted above are an approximation only and are subject to change.*

1.7 **Proponent Communications**

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the County to a Proponent will be issued through the Bidding System.

1.8 **Proponent Investigations**

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice,

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considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the County or information contained in the RFP Documents or in responses to questions.

The County does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information shall be at the Proponent's sole risk and without recourse against the County.

1.9 **Notice of No Response**

If you are unable, or do not wish to provide a proposal, please complete a notice of no response form in the bidding system. It is important to the County to receive a reply from all Proponents.

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SECTION 2.0 - TERMS OF REFERENCE

2.1 Introduction

The Pharmacy shall provide pharmaceutical services for the residents of the three (3) Long-Term Care Homes owned and operated by the County; Bobier Villa, Elgin Manor and Terrace Lodge.

As part of the program of care for the residents of the Homes, the Pharmacy Provider is expected to take an active role with other professional staff in all matters related to pharmaceuticals as well as provide the basic pharmacy service required as outlined in this Request for Proposal.

2.2 Background

The County’s Long-Term Care Homes are non-profit facilities under the Long-Term Care Act. Capital Funds are provided by the Ministry of Health and Long-Term Care (MOHLTC) and the County. Details of each Home are as follows:

Home	Number of Beds	Number of RHA’s
Bobier Villa 1 Bobier Lane, Dutton	57	2
Elgin Manor 39262 Fingal Line, St. Thomas	90	3
Terrace Lodge 475 Talbot Street East, Aylmer	100	4

The Long-Term Care facilities are fully accredited by Commission on Accreditation of Rehabilitation Facilities (CARF) and the services offered are Long Term Care.

2.3 Term of Contract

The term of contract is a three (3) year term, commencing on or about October 1, 2023 to September 30, 2026. The County at its discretion may extend the contract up to an additional two (2), two (2) year terms upon mutual agreement between both parties.

2.4 Obligations

- a) The Pharmacy Provider shall be an accredited pharmacy licensed by the Ontario College of Pharmacist and must be the holder of a certificate of accreditation for the operation of a pharmacy under section 139 of the *Drug and Pharmacies Regulation Act*. All pharmacists and pharmacist technicians employed by the Pharmacy are to adhere to the *Guidelines for the Practice of Pharmacy* as issued by the Ontario College of Pharmacists.
- b) The Pharmacy Provider shall be dedicated to the safety, well-being and enhancement of the quality of life of all residents and shall deliver services in a manner consistent with the overall purposes of the Homes. The Pharmacy and all staff shall agree to work with members of the Home’s health care teams in order to attain the highest quality of resident care possible. In

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working with staff, the Pharmacy Provider and staff shall provide guidance and collaborate with the Home in development, monitoring and maintaining the medication management system and pharmaceutical services.

- c) The pharmacy will show evidence of a sound and historical experiential base in Long-Term Care and will demonstrate historical innovations in serving Long-Term Care and a commitment to future innovations in service delivery of pharmacy services in Long-Term Care.
- d) Provide and support a medication management system with written policies and protocols (in accordance with evidence-based practices) to ensure the accurate acquisition, dispensing, receipt, storage, administration, and destruction and disposal of all drugs used in the Home(s). The medication management system will follow legislative requirements.
- e) Participate in quarterly and annual evaluation of the medication management system as per legislative requirements.
- f) Participate in the following activities:
 - Development of medication assessments, medication administration records and records for medication reassessment and the maintenance of medication profiles
 - Evaluation of therapeutic outcomes of drugs for residents
 - Risk management and quality improvement activities, including reviews of medication incidents, adverse drug reactions, incidents of severe and unresponsive hypoglycemia and drug utilization, including for glucagon utilization.
 - Developing audit protocols for the pharmacy provider to evaluate the medication management system.
 - Educational support to the staff of the Home(s) in relation to drugs
 - Drug destruction as per legislative requirements.
 - Monitoring/tracking/reporting and prompt follow up of medication incident and adverse drug reactions as per legislative requirements

2.5 **Delivery Schedule**

- a) The County requires set delivery times for each home that meet the operational/resident medication related needs of the Home.
- b) Repeats of ordered medications for each resident, is scheduled on a seven (7) day cycle. Prescriptions, new and repeat, shall be delivered to Homes on a daily basis, Monday through Friday, no later than 7:00 pm.
- c) Medication cards and strip packages must clearly identify a re-order point and repeat prescription orders will utilize re-order labels and/or other acceptable process (e.g. scanners as provided by the pharmacy) as approved by the Home(s).
- d) The pharmacy will coordinate at its expense all pharmacy deliveries to the Homes which is acceptable to the Manager of Resident Care.

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- e) Immediate deliveries shall be provided for emergencies and must be available, as per O. Reg. 246/22, s.128 (4) (a) to provide drugs to the Home(s) on a 24-hour basis, seven days a week. Emergencies will be determined by the Home.

2.6 Visiting Schedule

- a) A regular on-site visitation schedule shall be established for the Homes (see section 3.2 d). The pharmacist shall inspect medication cards and drug storage rooms, audit the drug system as per legislative and Home requirements and be prepared to meet with authorities when requested.
- b) The Homes will provide a work area for the pharmacist.
- c) A pharmacist will be available to respond in a timely manner (within 24 hours for non-urgent matters, and within 4 hours for urgent matters) by telephone/email communication and, further thereto, will attend a Home should a situation develop that requires the presence of a pharmacist.

2.7 Filling Prescriptions

- a) The filling of all prescriptions as authorized by the Homes resident's attending physician, shall be in accordance with the requirements of the Ontario Health Disciplines Act and Regulations, shall be the Ontario Drug Benefit Act and the Prescription Drug Cost Regulation Act and the regulations made thereunder, and in compliance with the policies of the County of Elgin.
- b) The pharmacy will have the ability to provide a full electronic medication ordering, administration and documentation system that aligns with evidence-based practices and safety. This includes, at minimum, digital technology, medication safety related technology and electronic MARS and TARS.
- c) The clinical documentation software package currently being used by the Homes is Point Click Care and the software provided by the Pharmacy must have the ability to interact with Point Click Care, MSTP technology and Minimum Data Set – Resident Assessment Instrument (MDSRAI).
- d) The Homes are currently utilizing IMM and the PCC secure conversations module and are wanting to be prioritized for computerized physician order entry (CPOE) as per the PCC practitioner engagement module.

2.8 Ordering Frequency

- a) The Homes shall have the option of re-ordering on a daily, weekly or monthly basis. Delivery times must be approved by the Homes and must be no later than 7:00 pm on the date of delivery.
- b) New orders, telephone orders, repeat orders and immediate delivery of stat and/or emergency orders may be submitted twenty-four (24) hours a day.

2.9 Packaging

- a) A 7-day system strip packaging system is required.

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- b) All oral, solid dose medications shall be provided in an appropriate packaging system including half or multiple tabs. There shall be the option of one or two packages for alternate doses. Brand name and Generic name of medication shall be printed on package. The appropriate medication packaging system will be determined upon mutual agreement between the County and the Pharmacy.

2.10 Re-allocation of Drugs

- a) The re-allocation of unused drugs to another resident within the Homes shall be permitted where such re-allocation is deemed acceptable in the professional judgement of the pharmacists/Manager of Resident Care. Nevertheless, such re-allocation will be permitted only in exceptional circumstances such as a drug shortage and only as permitted per the Ministry of Health and Long-Term Care Home legislation/regulations.

2.11 Destruction of Drugs

- a) The pharmacist shall be available to visit each Home monthly, to assist in the identification of the medication(s) which is no longer suitable or usable.
- b) The pharmacist will provide, at no additional cost, an approved waste management container and arrange a regular scheduled pickup of the containers, as approved by the Homes.
- c) The pharmacist will be responsible for the proper disposal of all medication identified for destruction, in an environmentally acceptable manner, as required per the Fixing Long-Term Care Act, and related legislation and in accordance with the policies of the County as adopted for the Homes.

2.12 Drugs Not Covered by Ontario Drug Benefits Plan

- a) The pharmacy will co-ordinate and co-operate with the Medical Director and Attending Physicians for each Home in relation to any applications for availability and dispensing of drugs not covered by the Ontario Drug Benefits Plan.

2.13 Drug Interaction Program and Drug Audits

- a) The pharmacist shall participate in an ongoing drug interaction program and advise the Home when a possible drug/drug or drug/food interaction may take place. The dispensing pharmacist will assume responsibility for reviewing each drug profile, prior to filling any new prescriptions.
- b) The pharmacy shall demonstrate a record of low incidence of pharmacy related medication incidents. The pharmacy shall provide an electronic medication incident reporting system. All medication incidents shall be followed up in a timely manner (same day where possible) to prevent reoccurrence.
- c) The pharmacy shall provide a system for monthly and quarterly nursing and pharmacy medication incident analysis and follow-up.

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- a) The Pharmacy shall ensure a protocol is in place for resident(s) and/or his or her personal representative for taking prescribed drugs by such resident during a leave of absence from the Home or while on vacation.

2.15 Emergency Service

- a) Emergency Service dispensing, delivery and IT Support/Help Desk must be available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, or other suitable arrangement agreed to by both parties.

2.16 Emergency Drug Supply Cabinet

- a) At no cost to the County, the pharmacy will provide and stock a minimum of two (2) emergency drug supply cabinets at each home.
- b) Drug inventory within such cabinets shall be determined by the Pharmacist, Manager of Resident Care and Medical Director and shall follow a written policy and procedure for reordering, access, use and tracking/documentation.
- c) Prescriptions will be issued for restocking the cabinets and no dispensing fee will be added for these prescriptions.
- d) An annual evaluation of the ER drug cabinets will be completed and any recommended changes will be implemented.

2.17 Resident Records

- a) Complete “resident profiles” shall be maintained for each resident. No prescription shall be filled until current medications are reviewed by the dispensing pharmacist. All resident records must be maintained on a computerized system. The pharmacy shall provide statistical information, in electronic format, as requested, or agreed. The nursing software package currently being used by the County is Point Click Care.
- b) The Homes will have the option to determine:
 - order and amount (which exceeds the legislated minimum) of information for each prescription;
 - terminology used;
 - the grouping of orders - e.g. inhalations, combination of drugs etc;
 - use of a separate MAR;
 - use of a separate Treatment Administration Record (TAR).
- c) Each drug order shall be noted or populated on the eMAR/eTAR sheets, exactly, as ordered by the physician.
- d) Generic drugs may be substituted, provided the specific name of the drug ordered by the ordering physician is clearly indicated, in the same box on the MAR/TAR sheet.

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- e) Brand name and generic name shall be clearly printed on the sheets.

2.18 Operating Supplies

- a) All forms and related supplies necessary to maintain medication records shall be provided by the dispensing pharmacy at no cost to the County. This will include, but is not limited to binders for narcotic count sheets, binders for MAR and TAR sheets (for situations such as when/if internet fails, etc.), Drug Order Books, plastic divider cards, Change in Direction labels and Cytotoxic labels.
- b) The pharmacy will be responsible to provide forms and supplies required to maintain a complete pharmacy service.
- c) Ensure every Resident Home Area has information as per legislative requirements including, but not limited to, recent and relevant drug reference material, pharmacy contact information, contact information for at least one poison control center or similar body.

2.19 Qualification & Professional Standing

- a) The pharmacy shall be directed by a pharmacist licensed to practice in the Province of Ontario with sufficient number of support staff to provide the services defined in the contract.
- b) The pharmacist shall provide evidence that all required standards have been met, if requested.
- c) The pharmacy is required to provide evidence that each pharmacist on staff is a member in good standing with the Ontario College of Pharmacists.
- d) The pharmacy is required to be qualified for and comply with current professional standards and must demonstrate verbal and written fluency in English.

2.20 Education and Training

- a) The pharmacist will develop and present in-service programs, minimum four in-services per year per Home. Each Home has the right to request additional in-services as required at no extra cost to the Home. These programs will be held at the Homes and will be available to the staff.
- b) The pharmacist will assist in the development of educational materials and distribute alert bulletins on any problems and for situations that should be brought to the attention of the Homes medical staff.
- c) The pharmacy will provide necessary education and documentation supports to implement an effective and efficient medication administration system.
- d) The pharmacy will provide education on the medication management system for all newly hired registered staff.
- e) The pharmacy will participate in planning for influenza season and pandemic situations.

2.21 Publications and Specialties

- a) In each year of the contract, the following publications shall be provided in a timely manner in the

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total quantities shown, for reference purposes, at no cost to the County.

- Compendium of Pharmaceutical and Specialities (C.P.S.) - Bobier Villa (2), Elgin Manor (3), Terrace Lodge (4); or, if agreed, acceptable access to electronic resources
- Policy and Procedure Manual - Bobier Villa (2), Elgin Manor (3), Terrace Lodge (4)

2.22 **Quarterly Review**

- a) Every ninety (90) days during the term of the agreement, the pharmacy shall provide individual computerised drug profiles for each resident, for physician drug reviews. Each medication and/or treatment shall be listed in the same order as they appear on the eMAR / eTAR.

2.23 **Medication Carts**

- a) Medication carts will be supplied by the pharmacy on an as needed basis at no cost to the County. The pharmacy may be required to provide one or more than one cart over the term of the contract as required by the Homes. Medication carts will have self-locking mechanisms. A secondary locked narcotics bin is required within the cart (i.e. double locked).

The Pharmacy shall provide, at a minimum, the following number of carts at the indicated Home:

- Two (2) medication carts for Bobier Villa
 - Three (3) medication carts for Elgin Manor
 - Four (4) medication carts for Terrace Lodge
- b) Each cart must be fully equipped with an eMAR tablet with a fastenable puncture resistant sharps container and an area to dispose of used medication cups/garbage.
 - c) The pharmacy is responsible to ensure that all carts are maintained in a satisfactory working condition, and will bear all costs related to this requirement, including repairs. Carts are required to have extra bins for storage, and a top locked cabinet on the cart.
 - d) All carts must be ergonomically designed for the workplace to maximize productivity and reduce operator fatigue and discomfort (i.e. height adjustment).
 - e) Terrace Lodge is currently undergoing redevelopment with Phase 1 recently complete, and will require reassessment of equipment and technology during Phase 2 and Phase 3 of the project.

2.24 **Additional Carts**

- a) The pharmacy shall provide, at a minimum, the following number of treatment carts at the indicated Home:
 - Two (2) treatment carts for Bobier Villa
 - Three (3) treatment carts for Elgin Manor
 - Four (4) treatment carts for Terrace Lodge
- b) Changes in program over the term of the contract may require additional carts within the Homes. The pharmacy will provide any such additional carts at no cost to the County. The medication carts must meet the standards set forth above and any other requirements of the Homes.

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- a) The pharmacy will provide a fax machine to all nursing stations and will cover the cost of toner/ink cartridges, consumables, maintenance and repairs associated with the machines. The Pharmacy will provide (two) 2 fax machines at Bobier Villa, 3 (three) fax machines at Elgin Manor and 4 (four) fax machines at Terrace Lodge.
- b) The County will provide each telephone (fax) line required for the pharmacy fax machines.
- c) The County is interested in bar coding technology.

2.26 Availability and Committee Involvement

- a) The pharmacist shall be available for consultation, as required, including ad hoc attendance at special and committee meetings as determined by the Homes.
- b) The pharmacy will be an active and significant contributor to the Quality Improvement Program (medication management, skin/wound, falls, etc.), Professional Advisory Committee, CQI meeting attendance adhoc and ISMP-MSSA. This program will be reflective of the Home's policies and procedures as well as the standards of the MLTC.

2.27 Sharps Containers

- a) The pharmacy will supply sharp containers and a system to dispose of the containers.
- b) The Pharmacy will supply, at no additional cost to the County, approved containers for sharps (including personal sharps, i.e. razors), and cytotoxic drug waste in a quantity acceptable to each Home. The Pharmacy must have a system to dispose of the containers responsibly.
- c) The Pharmacy must arrange for a regularly scheduled pickup of the containers from each Home, at no additional cost to the County.

2.28 Value Add On Services

- a) The pharmacy will outline any additional "add on services" offered over and above what is being requested in the Proposal to anticipate emerging long-term care needs.
- b) Examples of value add on services include education dollars, compassionate relief funds, equipment vaccine refrigerator, technology and equipment to support MSTP funding initiatives, reimbursement of pharmacy fax line monthly costs, physician tablets and proprietary closed-circuit television system (including advertising) for residents, staff and visitors.

2.29 Payment / Co-Payments

- a) Payment for the pharmacy services for all Home residents will be made directly to the pharmacy by the Ministry of Health – Drug Plan Branch on all prescriptions covered by Drug Benefits.
- b) Co-Payments shall not be charged for residents of the Homes. The Pharmacy shall incur any co-payment charges as required.

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- c) Any prescriptions filled not covered by the Drug Benefit, will be invoiced monthly directly to the resident, as approved in advance by the resident/substitute decision-maker.

2.30 Security Clearance – Police Record Checks

- a) This Contract is to establish a source for the supply and delivery pharmaceutical services to residents of the Homes who are vulnerable persons as defined in the *Criminal Records Act (Canada)*.
- b) The Pharmacy shall designate an official of the company in a management position with the authority to represent and bind the company to conduct Vulnerable Sector Screening checks for each employee proposed to be directly involved in the performance of the services contemplated under this Contract.
- c) The Pharmacy will require that each employee proposed to be directly involved in the performance of the work contemplated herein submit, to the designated management official of the Pharmacy, a police record check dated no greater than 6 months from the date of contract award for individuals working with vulnerable persons, obtained from the police force where the employee(s) reside. The Pharmacy will review the police record check and, acting as a reasonable employer, determine if the employee is suitable for providing services. The police record check will be submitted, reviewed and a solemn declaration shall be provided to the County before an employee begins to provide services.

2.31 Immunization

- a) The Pharmacy shall ensure that all of its employees, contractors and agents who enter into the home(s) to provide services pursuant to this Agreement received both seasonal influenza immunization and pandemic influenza immunization on an annual basis (or, as required per Ministry directives and/or Home policy). Employees, contractors and agents of the Pharmacy who have not received current influenza immunizations will not be permitted to enter into the home(s) during times of influenza outbreak either in such home or widespread in the community as determined by Public Health.

2.32 Infection Control Measures

- a) It is important that the Pharmacy Provider acknowledges that the properties where work is conducted are operational Long-Term Care Homes. As such, the County may implement public health measures and protocol in order to assess and reduce health risks and determine which individuals may gain access to the Homes for the prevention and control of infection and in specific situations (i.e. infection outbreak management), as necessary. Restrictions and delays may result. The Pharmacy Provider shall comply with any public health measures and protocol imposed by the County during the term of the contract.

2.33 Mandatory Education

- a) Any pharmacy staff attending the Home(s) are required to complete mandatory education requirements as outlined in Fixing Long-Term Care Act and related legislation.

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PHARMACY SERVICES FOR ELGIN COUNTY LONG-TERM CARE HOMES**SECTION 3.0 - PROPOSAL REQUIREMENTS****3.1 Proposal Submissions**

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System.

Hardcopy submissions not permitted.

Failure to include the submission requirements may result in your proposal being disqualified.

3.2 Proposal Submission Requirements

Proponents shall upload a PDF Proposal Submission to the Bidding System.

The submission shall be no longer than twenty-five (25) single sided pages (Arial 12 font or equivalent), excluding the Curricula Vitae, copies of professional licenses and appendices. The submission should include all of the information listed in this Proposal Submission Requirements section.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

a) Section A: Overview

Describe your service capacity to render quality, innovative pharmacy services which meet the College of Pharmacists of Ontario requirements and applicable Long-Term Care Standards/legislative requirements. Include details such as pharmacy location, size of facility and number of years in business and indicate your familiarity with the County of Elgin.

b) Section B: Scope of Services

Outline how your service will meet the requirements set out in the Scope of Services / Terms of Reference.

c) Section C: Implementation Plan

Describe your services and a detailed implementation plan for the delivery of pharmacy services to the residents of the Homes. This includes but not limited to;

- Implementation of electronic medication administration system including orders management, digital Technology / E-Mar System, provision of equipment, such as but not limited to software and hardware, set up of such equipment and education for all registered staff of manuals, systems and documentation process.
- Full implementation plan outlining initial delivery dates to final contract start-up including details of the roll-out of equipment such as delivery of medication carts and medication, fridges etc.

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- Required registered staff and management implementation support and Training.
- State of Proponent's position on confidentiality and ownership of data, security of the data, and intrusion protection, back up policy and procedures, provisions for data in the event of the sale of dissolution of the company or contract termination.
- State mode and frequency of delivery of medications.

d) **Section D: Pharmacy Team**

Identify members of the Pharmacy Team proposed for this contract. For each member of the Pharmacy Team, identify specific role/specialty, the individual responsible, and their specific experience.

Include the qualifications and experience of the pharmacist(s) including but not limited to clinical areas of expertise, experiential base in geriatric medication use, teaching experience, and experience in participation in quality management programs.

Include the total number of hours per month the Pharmacist will commit for onsite services at each Home (per section 2.6a).

Include copies of the Pharmacy Teams professional licenses and the pharmacy license.

e) **Section E: Additional Features or Services**

Describe any other features or services offered by Proponent that will assist in the successful implementation of pharmacy services, which have not been specified. Examples of additional value add on services or features are listed in section 2.28.

f) **Section F: Client References**

Provide at least three (3) references the County may contact. References should be from facilities that you are currently providing pharmacy services to. References must include the name of the organization, contact person, phone number and email address. The Proponent must ensure that the references are aware that they may be contacted as a reference.

3.3 **Evaluation Process**

Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent's experience and the anticipated benefit to Elgin County. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the County or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

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Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The County reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

The County reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

3.4 Evaluation Criteria

Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the County.

By responding to this RFP, Proponents agree to accept the decision of the evaluation committee as final. Proposals will be evaluated based on the following weighted evaluation factors:

Rated Criteria	Maximum Weight Points
Understanding of the services to be provided, service capacity, compliance, comprehensiveness, quality of service and completeness of the Proposal. (Section 3.2A)	15
Understanding of the Scope of Services including service and product delivery (Section 3.2B)	20
Implementation Plan (Section 3.2C)	25
Pharmacy Team including experience and skills in Long-Term Care, history and commitment to innovation (Section 3.2D)	25
Additional “add on service” over and above services requested in the Proposal to anticipate emerging long-term care needs. (Section 3.2E)	15
References indicating previous experience in providing such services for similar projects and on which the County can make an equally valid assessment of qualifications. (Section 3.2F)	Pass/Fail
TOTAL CUMULATIVE POINTS	100 POINTS

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3.5 **Ratings**

For consistency, the following table describes the characteristics attributable to particular scores between 0-10.

0	Unacceptable	Did not submit information
1	Very Poor	Information provided does not meet any requirements
2	Poor	Barely meets some requirements, does not meet others.
3	Weak	Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas
4	Below Average	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Good	Meets all requirements of the criteria.
8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

3.6 **Presentation and Interview**

The County may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than two Proponents based on the scoring results.

The interviews would be conducted by the representatives of the Evaluation Committee either in-person or via Zoom Web Conferencing. The Pharmacist and Senior staff members assigned to this project must attend the interview.

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Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (45 minutes)
- Question and Answer Session (10 minutes)

The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the County of Elgin will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

Criteria Category	Weighted Points
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

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SECTION 4.0 - GENERAL CONDITIONS

4.1 Rights of the County

The County is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the County shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal or by reason of any delay in the award of the contract.

The County reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. County staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The County reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The County reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The County reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the County to enter into any contract.

The County reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the County reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or has instituted a legal proceeding, without the prior approval of County Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

The County reserves the right to reject Proposals from parties who are unwilling or unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financing for the performance of the work and the provision of the services herein contemplated. Evidence of such competency and experience must be provided when requested by the County.

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PHARMACY SERVICES FOR ELGIN COUNTY LONG-TERM CARE HOMES**4.2 Conflict of Interest**

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

The Proponent further declares that no member of the Council of the County and no officer or employee of the County will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the County prior to the submission of a proposal. The County may, at its discretion, delay any evaluation or award until the matter is resolved to the County's satisfaction. The County may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the County determines that it is in its best interests to do so.

The County reserves the right to disqualify a proposal where the County believes a conflict of interest or potential conflict of interest exists.

4.3 Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the County, the County reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the County.

4.4 Disqualification of Proponents

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

4.5 Confidentiality

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The County will treat all proposals as confidential. The County will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the County will become public information.

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The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the County.

4.7 Purchasing Policy

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Purchasing Policy. The Purchasing Policy can be viewed on the County's website, www.elgincounty.ca

4.8 Failure to Perform

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The County shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9 Award and Agreement

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the County or County Council, the report recommending such award including financial information shall be a matter of public record, unless otherwise determined by Council.

Subject to the County's reserved rights and privileges set out in the Request for Proposal, the contract shall be awarded to the compliant Proponent who has the highest overall evaluation score subject to section 3.2.2.

The preference of the County is to award this proposal to one (1) Proponent to ensure consistency throughout the three long term care homes; however, the County does reserve the right to award this contract to more than one Proponent. Should the County decide to award to more than one Proponent, the highest and second highest scoring Proponents will be awarded the contract.

A written agreement, prepared by the County shall be executed by the County and the Pharmacy Provider. The complete proposal package submitted by the Pharmacy Provider, together with the entire Request for Proposal documents prepared by the County of Elgin, shall form part of the Agreement (see attached sample of agreement in Appendix A).

4.10 Insurance Requirements

Any agreement resulting from this RFP will contain the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned

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automobile and shall contain a severability of interest and cross liability clause to a limit of no less than five million (\$ 5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin as an Additional Insured.

- b) Professional Liability insurance covering all activities as described in the Proponent's proposal to a limit of no less than five million (\$5,000,000) per claim and in the aggregate. Such insurance shall provide coverage for errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the Comprehensive General Liability Policy or the Professional Liability Policy (Errors & Omissions).
- c) Standard OAP 1 Automobile liability policy in the amount of two million (\$2,000,000) dollars.
- d) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
 - be written with an insurer licensed to do business in Ontario;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
 - contain an undertaking by the insurer to notify the County in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
 - any deductible amounts shall be borne by the Proponent.
 - Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide Elgin County with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the County of Elgin, its officers, County Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the County or their employees.

4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

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If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County of Elgin prior to commencement of work.

4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11)*, the County requires content created for the municipality that is to be posted on our website to be provided in a format which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website after January 1, 2012 needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format

4.14 **Disqualification**

The County may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the county, if,

- the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the County may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Purchasing Coordinator for the County, the commercial relationship between the Corporation of the County of Elgin and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:

- a) Litigation with the County;

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- b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
 - c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or its representatives;
 - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted by the County;
 - e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
 - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

4.16 **Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

4.17 **Legal Matters and Rights of the County**

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the County.

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The County may at its sole discretion change or discontinue this RFP process at any time whatsoever.

The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The County may at its sole discretion decline to evaluate any proposal that in the County's opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

4.18 **Human Rights, Harassment and Occupational Health and Safety**

The successful Proponent shall be required to comply with the County's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety as well as all Provincial and Federal laws, regulations and guidelines regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

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The work on this project must be conducted in a safe manner. The successful Proponent and all Sub-Consultants used on the Work for the County will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the County, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder.

Without limiting any of the foregoing, the Successful Proponent shall have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, Sub-Consultants and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

4.19 **Covid-19 Pandemic**

The successful Proponent shall comply with current COVID health and safety measures in place during the term of this contract.

All Proponents (hereinafter including all individual employees, agents or other representatives) must obtain and review the County's Long-Term Care (LTC) Home [Policy and Procedure No. 2.10](#) regarding the Homes specific COVID-19 Vaccination Verification Policy. Any individual attending a County of Elgin LTC Home must be fully vaccinated before being admitted to any LTC Home to perform work.

4.20 **Clarification**

The County may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the County's interpretation of the Proponent's proposal.

The County is not obliged to seek clarification of any aspect of a proposal.

4.21 **Supplementary Information**

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

The County may call upon the pharmacy to show evidence that satisfactory arrangements have been made for the procurement of any or all labour, materials and equipment required to carry out and complete the work. Materials and equipment shall be subject to the County's approval.

4.22 **Default / Non-Performance**

The County will reserve the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of this contract at any time should the Proponent's performance not meet the terms and conditions of the RFP upon 30 days written notification to the Proponent.

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“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the County retains the right to claim damages as a result of such default.

If the County terminates the Contract, it is entitled to:

- a) withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Proponent any loss, damage and expense incurred by the County by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).

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APPENDIX A - SAMPLE AGREEMENT

THIS AGREEMENT made in effective this XXXX day of XXXXXXXX, 2023.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called "County")

OF THE FIRST PART

- AND -

(hereinafter called "Pharmacy")

OF THE SECOND PART

WHEREAS on <Insert Date>, the County issued Request for Proposal No. <Insert #> and Addendum No. <X> dated <Insert Date> for <Insert Project Name> for the County of Elgin (the "RFP");

AND WHEREAS on <Insert Date> the Pharmacy submitted a proposal in response to the RFP (the "proposal");

AND WHEREAS the County wishes to enter into an agreement with the Pharmacy for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the "Services");

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Pharmacy to the County and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1

The Pharmacy shall provide the Services set forth in Schedule "A" hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "A", the text of this Agreement shall prevail.

ARTICLE 2

The Term of this Agreement is for a three-year term, deemed to commence on or about <Insert Date> and expire on <Insert Date>; provided further that the County, in its unfettered discretion, may extend the within Agreement up to an additional XXX (X) years upon mutual agreement between both Parties.

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A copy of each of the Terms of Reference and Addendum No. XX are hereto annexed (as Schedule A) and together with the Pharmacy Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 4

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) Addenda;
- c) Terms of Reference;
- d) Pharmacy Proposal;
- e) General Conditions;
- f) Proposal Requirements;
- g) Information to Proponents.

ARTICLE 5

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

ARTICLE 6

The Pharmacy shall indemnify and save harmless the County, including its elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the "Releasees") from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of the Pharmacy, including its officers, employees, servants, agents, and consultants or sub-consultants, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Pharmacy of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the County, its officers, employees, servants, agents, or consultants or sub-consultants, or any one or combination of them. Furthermore, this

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indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

ARTICLE 7

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

ARTICLE 8

The Pharmacy declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Pharmacy also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the County or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the County.

ARTICLE 9

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

COUNTY: Corporation of the County of Elgin
450 Sunset Drive
St. Thomas, ON N5R 5V1

PHARMACY: _____

Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should

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normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

ARTICLE 10

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

ARTICLE 11

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

ARTICLE 12

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

ARTICLE 13

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

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ARTICLE 14

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

_____	) Corporation of the County of Elgin
)
)
Date:	) Per: _____
	) Name: Ed Ketchabaw
	) Position: Warden
_____)
Location)
	) Per: _____
	) Name: Don Shropshire
	) Position: Interim Chief Administrative Officer/Clerk
)
	) We have the authority to bind the Corporation
)
)
	) <INSERT PHARMACY NAME>
)
)
_____	) Per: _____
Date:	) Name: _____
	) Position: _____
_____)
Location	) I have the authority to bind the Corporation