

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet ROCURONIUM BROMIDE 10MG/ML - 5ML	
Solicitation No. - N° de l'invitation 6D024-122941/A	Date 2012-11-01
Client Reference No. - N° de référence du client 6D024-122941	
GETS Reference No. - N° de référence de SEAG PW-\$\$PH-888-61483	
File No. - N° de dossier ph888.6D024-122941	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Desormeaux-Picard, Sharon	Buyer Id - Id de l'acheteur ph888
Telephone No. - N° de téléphone (819) 956-0833 ()	FAX No. - N° de FAX (819) 956-7340
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: various destinations across Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Drugs, Vaccines and Biologics Division/Div.des produits
pharmaceutiques,biologiques et de vaccins
11 Laurier St. / 11, rue Laurier
6B3, Place du Portage III
Gatineau
Quebec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

6D024-122941/A

Amd. No. - N° de la modif.

File No. - N° du dossier

ph8886D024-122941

Buyer ID - Id de l'acheteur

ph888

CCC No./N° CCC - FMS No/ N° VME

6D024-122941

REQUEST FOR PROPOSAL

FOR

SUPPLY OR SUPPLY AND STORAGE OF ROCURONIUM BROMIDE 10mg/ml - 5ml

**ANY ENQUIRIES REGARDING THE CONTENTS OF THIS DOCUMENT SHOULD BE
DIRECTED TO THE CONTRACTING AUTHORITY:**

**Public Works and Government Services Canada (PWGSC)
Commercial and Consumer Products Directorate
Place du Portage, Phase III, 6B3
11 Laurier Street
Gatineau, QC K1A 0S5**

**Attention: Sharon Picard
Telephone: (819) 956-0833
E-Mail: sharon.desormeaux-picard@tpsgc-pwgsc.gc.ca**

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

To supply or supply and store 3,200 10mg/ml - 5ml vials of Rocuronium Bromide for the Office of Emergency Response Services.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (two hard copies)

Section III: Certifications (two hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B: "Basis of Payment.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11) - Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) To be considered responsive, a bid must meet all of the mandatory requirements of this solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Ranking will be as follows:

- The bidder with the lowest evaluated price for product and storage will be recommended for award
- Should no bidder offer storage, the bidder with the lower price for product will be recommended for award

Ranking will be established using the firm quantities for all items, plus 100% of the option quantities.

Canada will not accept a bid for storage only.

Canada reserves the right to refuse any bid that is not considered fair and reasonable.

3. Product dating

If the Contactor will not vendor manage this product, then the Contractor must provide best expiry dating available with the bid solicitations.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1** Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

To supply or supply and store 3,200 10mg/ml - 5ml vials of Rocuronium Bromide as described in Annex A for the Office of Emergency Response Services. The product must be approved by Health Canada.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-07-16) General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Warranty - Amendment to General Conditions 2010A

Section 09, paragraph 1, of General Conditions 2010A, which forms part of the Contract will not apply to Work with a specified expiry date. The following paragraph replaces section 9, paragraph 1, General Conditions 2010A for Work with a specified expiry date:

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that the supplies conform to their specifications until the expiration date required by the Requirement. The Contractor must, upon the request of Canada, replace as soon as possible any supplies that fail to so conform or that deteriorate prior to the said expiration date.

However, if full replacement is not available in a timeframe acceptable to Canada, then Canada may choose from one of the following options for the quantity and Contract value of the Work affected:

- Full reimbursement;
- Equivalent full credit against future vaccine purchases; or
- Partial replacement and partial reimbursement or partial credit.

Term of Contract**4.1 Period of Contract**

The period of the Contract is from date of award to March 31, 2018, inclusive.

4.2 Option to Purchase Additional Quantity

The Contractor grants to Canada the irrevocable option to purchase an additional quantity of SIXTY FOUR HUNDRED (6,400) UNITS of Rocuronium Bromide 10mg/ml - 5ml vial under the same terms and conditions as set out in any resulting contract. Such an option may be exercised in units of one or more. Canada may exercise this option up to March 31, 2014.

4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract to March 31, 2019 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor prior to March 31, 2014. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.4 Options -- Right to Exercise

The options outlined above will remain valid and open for exercise by Canada, in whole or in part, at the discretion of Canada, during the period of the Contract. Exercise of these options will be by written notice, or written notices, from Canada prior to the expiry date of the Contract.

Nothing in the Contract obligates Canada to exercise these options, in whole or in part, and the exercise of these options will be at the sole discretion of Canada.

5. Order and Delivery**5.1 Authorization for Delivery – Orders**

the Office of Emergency Response Services may request delivery of the work by electronic correspondence or by any order form approved by the parties. Alternatively, delivery may be requested by telephone, if confirmed in writing, or by any other method if deemed acceptable by Canada and the Contractor.

5.2 Orders / Delivery

Orders against the Contract will be made as-and-when requested by the Office of Emergency Response Services during the period of the Contract for delivery to various canadian destinations.

6. Maintenance of the Cold Chain During Transportation and the Use of Cold Chain Monitors.

The Contractor must maintain the vaccine:

- a. at or between 2 to 8 degrees Celsius, or
- b. as stated on the product label, and/or
- c. in accordance with temperature conditions supported by stability data

Throughout transport from the Contractor to the Office of Emergency Response ("Transport Conditions"). The Contractor must provide evidence to that effect from the data analysis of the temperature monitoring device/carrier logs, as applicable.

The Contractor must use a continuous electronic monitoring device and a receiving notice specifying acceptance criteria must be included in the shipment. At the request of the Office of Emergency Response, a color cold chain chemical indicator (heat & freeze) may be used.

In the case of the use of a continuous electronic temperature-monitoring device, the Office of Emergency Response is responsible for returning all electronic monitoring devices to the Contractor within 24 hours of receiving the vaccine at its facility. The Office of Emergency Response will accept the delivery on a conditional basis until Satisfactory Documentation is received. Acceptance of the delivery is conditional upon receipt of Satisfactory Documentation. The Contractor must provide Satisfactory Documentation to the Office of Emergency Response within three (3) business days of the Contractor's receipt at its facility of the required devices and documentation from the Office of Emergency Response.

"Satisfactory Documentation" means a written Certificate of Conformity which confirms that:

- a. the required Transport Conditions were maintained during transport,
- b. the integrity and quality of the vaccine has not been affected by temperature excursions during transport, and
- c. the expiry date of the vaccine as indicated on the vaccine packaging has not been impacted by temperature excursions during transport.

The Contractor must maintain a record of the shipment and transport data when using an electronic monitoring device for the purpose of addressing any future enquiries from the Office of Emergency Response. The Contractor must keep these records, as a minimum, until 12 months after the expiry date of the vaccine, as indicated on the vaccine packaging label or 12 months following the end of the period of the Contract, whichever is the later.

Failure of the Contractor to provide Satisfactory Documentation within this timeframe will entitle the Office of Emergency Response to return the product to the Contractor for full replacement at no additional cost to the Office of Emergency Response.

Acceptance by the Office of Emergency Response of a shipment not meeting the Transport Conditions is not a waiver of Transport Conditions for future shipments experiencing similar Transport Conditions by the Office of Emergency Response.

During the evaluation of the Transport Conditions by the Contractor, the Office of Emergency Response will ensure that the vaccine is maintained according to the storage recommendations stated in the product monograph.

7. **Packaging**

All shipments of goods under the Contract must clearly indicate on packing slips and on the outside of outer packages/cartons, the following:

- Manufacturer's Brand Name and Item Description
- Quantity
- Contractor's Catalogue Number
- Lot Number
- Expiry Date;

Additionally, each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) must also clearly indicate the following:

- Drug Identification Number (DIN);

- Lot Number; and
- Expiry Date.

Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. The Contractor shall be required to use the utmost care in ensuring that all product(s) are properly labelled and packaged.

8. **Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destinations specified by the Office of Emergency Response at time of order and delivered DDP Delivered Duty Paid (destination) Incoterms 2000 for shipments from a commercial contractor.

Goods must be transported to the destination using Good Manufacturing Practice (GMP) according to the product specifications using a temperature monitoring device.

9. **Dangerous Goods/Hazardous Products**

- a) The Contractor must ensure proper labeling and packaging in the supply and shipping of dangerous goods/hazardous products to the Office of Emergency Response.
- b) The Contractor will be held liable for any damages caused by improper packaging, labeling or carriage of dangerous goods/hazardous products.
- c) The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
- d) The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

10. **Authorities**

10.1 **Contracting Authority**

The Contracting Authority for this Contract is:

Public Works and Government Services Canada
 Drugs, Vaccines & Biologicals
 Place du Portage, Phase III, 6B3
 11 Laurier Street
 Gatineau, QC K1A 0S5

Att: Sharon Picard, Tel: 819-956-0833 email: sharon.desormeaux-picard@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and the Contracting Authority must authorize any changes to the Contract in writing. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

10.2 Contractor Representative

Name and telephone number of the person responsible for:

General enquiries:

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

11. Payment

11.1 Basis of Payment - Firm Unit Price(s) or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of the obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B.

11.2 SACC Manual Clauses

SACC Manual Clause C6000C (2011-05-16), Limitation of Price

SACC Manual Clause G1005C (2008-05-12), Insurance

11.3 Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

12. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

13. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

14. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

15. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-07-16) Goods (Medium Complexity);
- (c) Annex A: "Requirement";
- (d) Annex B: "Basis of Payment";
- (e) the Contractor's bid dated _____ (insert date of bid).

16. Product Specific Clauses**16.1 Point of Manufacturing/Shipping**

State point of manufacture/shipping of goods or where service is to be performed:

Manufacturing: _____

Shipping: _____

16.2 Product Recall and/or Withdrawal

In the event of a product recall or a withdrawal, the Contractor will be responsible for notifying the Contracting Authority and the Office of Emergency Response Services and for collecting and destroying the recalled or withdrawn product.

The Contractor must, upon the request of Canada, replace as soon as possible any recalled and/or withdrawn product.

However, if full replacement is not available in a timeframe acceptable to Canada, then Canada may choose from one of the following options for the quantity and Contract value of the product affected:

- Full reimbursement;
- Equivalent full credit against future vaccine purchases; or
- Partial replacement and partial reimbursement or partial credit.

16.3 Inability to Supply

In the event that the Contractor is unable to supply the work in accordance with the terms and conditions of the Contract, whether as the result of discontinuation or for any other reason, the Contractor will provide a substitute product acceptable to the Office of Emergency Response at a price no greater than the contracted price.

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In the event of the unavailability of a product format, the Contractor will supply another format acceptable to the Office of Emergency Response at the equivalent unit price, or less.

Should the the Office of Emergency Response Services be required to purchase the unavailable product or format from an alternate source at a higher price, the Contractor will be required to reimburse the Office of Emergency Response Services for the difference between the price paid to the alternate source and the contracted price.

ANNEX A - REQUIREMENT

1.1 Scope -

To supply or supply and store 3,200 10mg/ml - 5ml vials of Rocuronium Bromide for the Office of Emergency Response Services. The Minister requests the Contractor to hold this product in stock to meet these requirements. The 3,200 vials should be stored to ensure availability in case of an emergency and requires the product to be rotated during the contract period to ensure freshness of stock.

1.2 Quantity __See Basis of Payment Annex B__

1.3 Provision of Educational Materials - Upon request:

The Contractor should provide bilingual (English and French) educational materials intended for use by Health Practitioners upon request.

1.4 Vendor Management

The Contractor should hold the product at its facility or distribution centre and perform the required product stock rotation process

1.5 Product Dating

The product must be rotated to ensure freshness of stock. Product must have a shelf life of no less than 18 months remaining on the date of delivery, unless prior authorization is obtained from the Office of Emergency Response. For all orders the Contractor will contact the Office of Emergency Response at time of shipping to specify the minimum shelf life available. Failure to contact the Office of Emergency Response may result in the return of the shipment, at the Contractor's cost, where product has a shelf life of less than 18 months.

1.6 Damaged Stock

In the event that the Minister's stocks are damaged in the Contractor's premises, the Contractor will provide replacement stock at no cost to the Crown. Should, as a result of the foregoing the Contractor's warehouses be unable to operate, the Minister will designate an alternate location for the immediate replacement of the damaged stock.

1.7 Access

The Contractor shall provide a list of their personnel to contact during regular working hours, off-hours and/or holidays to access the product. This list will be subject to confirmation on a yearly basis each April 1st or an update will be issued when personnel change.

1.8 Inspection

The Minister's representative may inspect the stockpile on an unannounced basis during normal business hours and have access seven (7) days a week on a twenty-four (24) hour basis in case of emergencies.

1.9

It is understood that this Contract is not intended to imply in any way that the Contractor is assuming the responsibilities of a common carrier or public warehouse.

2.0 Shipping

The Contractor, upon request of the Office of Emergency Response Services, will prepare and ship at Her Majesty's cost any portion of the stockpile to Canadian destinations requested by the Office of Emergency Response Services for emergency response.

2.1

When any of the stockpile is requested by the Office of Emergency Response Services and leaves the Contractor's facilities, unused stock cannot be returned to the stockpile. Unused stock must be retained by the Office of Emergency Response Services. This will ensure that the products that have left the stockpile and may have been subject to unknown storage conditions, will not be released for sale when the stockpile is refreshed with new optional stock

2.2

When stock has been drawn and used by the Office of Emergency Response Services the contractor will replenish the stockpile when instructed by the Office of Emergency Response Services to the quantity requested and bill Office of Emergency Response Services at the current replacement price for the product(s). The replenishment vials will come from the option quantity.

2.3

A consultative meeting will be held yearly between the Minister and the Contractor for review process. At that time the changing value of the inventory will be assessed and any financial adjustment will have to be agreed by both parties.

2.4

Storage, handling and service charges for holding these products will be at the rate of (\$) per unit of 'ROCURONIUM BROMIDE 10MG/ML - 5ML VIAL

**Annex B
BASIS OF PAYMENT**

All prices are firm unit prices. Prices are inclusive of all costs, DDP Delivered Duty Paid (destination), Incoterms 2000, in Canadian funds, transportation charges included, customs duties and excise taxes included if applicable, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) is extra, if applicable.

Brand Name: _____

DIN _____

ITEM 001:

Rocuronium Bromide 10mg/ml - 5ml	
Firm Quantity: 3,200 vials	\$_____/vial
Option Quantity: 6,400 vials	\$_____/vial

ITEM 002:

Vendor Management (Storage)	
date of award to March 31, 2013	\$_____/vial
April 1, 2013 to March 31, 2014	\$_____/vial
April 1, 2014 to March 31, 2015	\$_____/vial
April 1, 2015 to March 31, 2016	\$_____/vial
April 1, 2016 to March 31, 2017	\$_____/vial
Option Period - April 1, 2017 to March 31, 2018	\$_____/vial
Option Period - April 1, 2018 to March 31, 2019	\$_____/vial