

**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**

<b>Title - Sujet</b> 2-541 NOREPINEPHRINE, 1MG/ML	
<b>Solicitation No. - N° de l'invitation</b> 6D024-132082/A	<b>Date</b> 2013-07-26
<b>Client Reference No. - N° de référence du client</b> 6D024-132082	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-885-63183	
<b>File No. - N° de dossier</b> ph885.6D024-132082	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-08-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Julia Summers	<b>Buyer Id - Id de l'acheteur</b> ph870
<b>Telephone No. - N° de téléphone</b> (819) 956-3826 ( )	<b>FAX No. - N° de FAX</b> (613) 956-7340
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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

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

## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

To supply and store 3,500 vials of Norepinephrine, 1mg/ml, USP - 4ml for the Office of Emergency Response Services as described at Annex "A".

### 3. Debriefings

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

##### 1.1.1 No Substitute Products

Bidders must provide products that are of the same description as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (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 ( 1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

The Bidder is required to provide full details on its policy for exchanges/credits for returned merchandise, including the return of expired or damaged products, and the return of pharmaceuticals for destruction.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the 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**

1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

**2. Basis of Selection**

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

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the bidders certification. Failure to comply with this requestcertifications will also render the bid non-responsive or will constitute a default under the Contract

## 1. Mandatory Certifications Required Precedent to Contract Award

### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are, in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the [FCP Limited Eligibility to Bid](#) list at the time of contract award.

## 2. Additional 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, 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, 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 applicable to this Contract.

### 2. Requirement

The Contractor must supply and store 3,500 vials of Norepinephrine, 1mg/ml, USP - 4ml for the Office of Emergency Response Services as described at Annex "A".

### 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 (2013-04-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Warranty - Amendment to General Conditions 2010A

Section 09, paragraph 1, of General Conditions 2010A, which will form part of any Contract Canada may enter into, will not apply to items with a specified expiry date. The following warranty will apply instead:

Despite inspection and acceptance of the supplies 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 or by the Food and Drugs Act and Regulations. The Contractor must, upon the request of the Minister, replace as soon as possible any supplies that fail to so conform or that deteriorate prior to the said expiration date.

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#### 4. Term of Contract

##### 4.1 Period of Contract

The period for placing orders and rendering services against the Contract will be from the date of Contract award up to and including March 31, 2018.

##### 4.2 Option Replenishment Quantity (Annex A - Item 002) and as detailed in paragraph 2.4 of Annex B (Statement of Work)

The Contractor will grant to Canada an irrevocable option to purchase additional quantities. This option is open for acceptance **at the prices specified in this document from date of contract award to March 31, 2018.**

The option may be exercised in whole or in part, **(up to a maximum of 100% of the total firm quantity)** only by a contract amendment issued by the Contracting Authority. Upon the exercise of the option by the Contracting Authority, the contract will be amended to incorporate the item into the work to be performed by the Contractor under the Contract, and all of the obligations of the Contractor under the Contract will apply.

**More than one amendment may be issued to exercise this option.**

Nothing contained in this Contract will require Canada to exercise the option and the exercise of the option is at the sole discretion of Canada.

##### 4.3 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.

##### 4.4 Authorization for Delivery - Orders

The Contracting Authority may request delivery of goods by letter, by formal requisition or by any order form approved by the parties, sent by facsimile or mail. Alternatively, delivery may be requested by telephone, if confirmed in writing, or by any other method if deemed acceptable by the parties to the Contract.

##### 4.5 Orders / Delivery

Orders against the Contract will be made on and as-and-when requested basis by the Office of Emergency Response Services during the period of the Contract. The as-and-when requested quantities are to be pulled from the 3,500 vials being stored at the Contractors facility for the Office of Emergency Response Services.

Upon completion of the contract, the Contractor must make the complete and final delivery of stored goods within 10 days from contract expiry date to the Office of Emergency Response Services Depot located at the following address:

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Office of Emergency Response Services  
1481 Michael Street, A.L. 6001A  
Ottawa, Ontario, K1A 0K9  
Attn.: Michael Turner, Tel: (613) 993-2511

**D) Delivery of the Option Replenishment Quantities:**

The Option Replenishment quantity will be completed within 10 days of contract amendment.

**4.6 Shipping Instructions - Delivery at Origin**

Goods must be consigned to the destination specified in the Contract and delivered FCA Free Carrier \_\_\_\_\_ (insert the named place, e.g. Contractor's facility) Incoterms 2000 for shipments from a commercial contractor.

**4.7 Inspection/Acceptance**

The transfer of title to the Office of Emergency Response Services for the goods provided under the Contract will occur upon inspection and acceptance at the Contractors storage facility by the Office of Emergency Response Services. Payment will be made in accordance with Payment Period upon receipt of written confirmation attesting to Canada of the transfer of title and receipt of invoice in accordance with the requirement herein.

**5. Authorities****5.1 Contracting Authority**

The Contracting Authority for this Contract is:

Julia Summers  
Supply Officer  
Drugs, Vaccines and Biologics Division  
Public Works and Government Services Canada  
Place du Portage, Phase III, 6B3  
Gatineau, QC K1A 0S5

Tel: (819) 956-3826 Fax: (819) 956-7340

E-Mail: [julia.summers@pwgsc.gc.ca](mailto:julia.summers@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. 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.

**5.2 Project /Technical Authority**

The Project /Technical Authority for the Contract is:

Michael Turner  
Office of Emergency Response Services  
1481 Michael Street, A.L. 6001A  
Ottawa, ON K1A 0K9

Tel: (613) 993-2511 Fax: (613) 993-2511  
E-Mail: [michael.turner@phac-aspc.gc.ca](mailto:michael.turner@phac-aspc.gc.ca)

The Project /Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project /Technical Authority, however the Project /Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractors 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: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract. Customs duties are included, if applicable, and Applicable Taxes are extra or zero-rated.

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## 6.2 Payment Period (Storage)

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

1. Milestone payments will be made on a **quarterly basis** provided that:
  - (a) invoices are submitted in accordance with the invoicing instructions contained herein;
  - (b) the client has certified that all work/deliverables required under the milestone has/have been accepted.

## 6.3 SACC Manual Clauses

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

## 6.4 Multiple Payments

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.

## 7. Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled Authorities of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

### 9. Applicable Laws

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

### 10. 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) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement, Pricing and Deliverables;
- (d) Annex B, Statement of Work
- (e) the Contractor's bid dated \_\_\_\_\_

### 11. Product Specific Clauses

#### 11.1 Point of Manufacturing/Shipping

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

Manufacturing: \_\_\_\_\_

Shipping: \_\_\_\_\_

#### 11.2 Adverse Vaccine Event Reporting Requirement

The Contractor understands and agrees that it must comply with all Federal/Provincial/Territorial adverse vaccine reaction reporting requirements.

#### 11.3 Product Recall and/or Withdrawal

In the event of a product recall or a withdrawal, the Contractor will be responsible for notifying all Identified Users that have the recalled or withdrawn product, for collecting and destroying the recalled or withdrawn product, and for providing Canada with full refund for the recalled or withdrawn product.

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ph885

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#### **11.4 Inability to Supply / Vaccine or Drug Discontinuation**

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

In the event of the unavailability of a product format, whether due to format discontinuation or for any other reason, the Contractor will supply another format acceptable to the Identified User at the equivalent unit price, or less.

Should a Identified User 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 Identified User for the difference between the price paid to the alternate source and the contracted price.

#### **11.5 Notice of Anticipated Shortage**

The Contractor must notify the Contracting Authority when they become aware of a potential problem, delay, etc. that may lead to a shortage of any of the quantities listed in Annex A. Such notice must include a description of the nature of the problem or delay, the anticipated impact on the delivery requirements of this contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this contract, and the expected date by which the shortage will be corrected.

For the purpose of this clause "shortage" is defined as the inability to meet the delivery requirement in full.

**ANNEX "A"****STATEMENT OF REQUIREMENT, PRICING AND DELIVERABLES****1. Requirement:**

To supply and store 3,500 vials of NOREPINEPHRINE, 1MG/ML, USP - 4ML for the Office of Emergency Response Services. The Contractor must be able to hold this product in stock, at a facility with a valid drug establishment licence in Canada. The 3,500 vials shall 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.

**2. Price Proposal**

All prices must be in Canadian dollars, delivered FCA Free Carrier \_\_\_\_\_  
(insert the named place, e.g. Contractor's facility) Incoterms 2000 for shipments from a commercial contractor, Applicable Taxes are extra or zero-rated.

Item	Description	FIRM Quantity	U. Of I.	Unit Price Per Vial FCA Free Carrier
001	NOREPINEPHRINE, 1MG/ML, USP - 4ML	3,500	vial	\$ _____

Item	Description	OPTION REPLENISHMENT Quantity	U. Of I.	Unit Price Per Vial FCA Free Carrier
002	NOREPINEPHRINE, 1MG/ML, USP - 4ML	7,500	vial	\$ _____

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**STORAGE FEE:**

Item	Description	Year	Total Annual Fee
003	ANNUAL STORAGE FEE FOR 3,500 VIALS OF NOREPINEPHRINE, 1MG/ML, USP - 4ML	2013/2014	\$ _____
		2014/2015	\$ _____
		2015/2016	\$ _____
		2016/2017	\$ _____
		2017/2018	\$ _____

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## ANNEX B

### STATEMENT OF WORK

- 1.1 Scope:** To supply and store 3,500 vials of: NOREPINEPHRINE, 1MG/ML, USP - 4ML for the Office of Emergency Response Services, Ottawa, Ontario. The Minister requests the Contractor hold this product in stock, at a facility with a valid drug establishment licence in Canada. The 3,500 vials shall 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 Provision of Educational Materials - Upon request:** The Contractor should provide bilingual (English and French) educational materials intended for use by Health Practitioners upon request.
- 1.3 Vendor Management:** The Contractor should hold the product at its facility or distribution centre and perform the required product stock rotation process.
- 1.4 Product Dating:** The product must be rotated to ensure freshness of stock. Product must have a shelf life of no less than 12 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 12 months.
- 1.5 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.
- 1.6 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 1<sup>st</sup> or an update will be issued when personnel change.
- 1.7 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.
- 1.8** 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.
- 1.9** 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.
- 2.0** 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.

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- 2.1** 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.
- 2.2** 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.
- 2.3** Storage, handling and service charges for holding these products will be at the rate of (\$) per unit of NOREPINEPHRINE, 1MG/ML, USP - 4ML.
- 2.4** **Option to Purchase Additional Quantity:** The Contractor grants to Canada the irrevocable option to purchase an additional quantity of (7,500) SEVENTY FIVE HUNDRED UNITS OF NOREPINEPHRINE, 1MG/ML, USP - 4ML 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, 2018.
- 2.5** **Maintenance of the Cold Chain During Transportation and the Use of Cold Chain Monitors:**  
The Contractor must maintain the injectable:
- at or between 15 to 30 degrees Celsius, or
  - as stated on the product label, and/or
  - 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 product 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:

- the required Transport Conditions were maintained during transport,
- the integrity and quality of the product has not been affected by temperature excursions during transport, and
- the expiry date of the product as indicated on the product 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 product, as indicated on the product packaging label or 12 months following the end of the period of the Contract, whichever is the later.

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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 product is maintained according to the storage recommendations stated in the product monograph.

**2.6 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.

**2.7** At the completion of the contract, the Contractor must deliver at Canada's cost, the entire remaining holdings to a destination within Canada, specified by the Office of Emergency Services, with no less than 12 months of its shelf life remaining.