

**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 0B2 / Noyau 0B2
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 CIPROFLOXACIN 500MG		
Solicitation No. - N° de l'invitation 6D024-145112/B		Date 2015-01-09
Client Reference No. - N° de référence du client 6D024-145112		
GETS Reference No. - N° de référence de SEAG PW-\$\$PH-895-66517		
File No. - N° de dossier ph895.6D024-145112	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-27		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Bissonnette(ph895), Suzanne		Buyer Id - Id de l'acheteur ph895
Telephone No. - N° de téléphone (819) 956-6613 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

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

Solicitation No. - N° de l'invitation

6D024-145112/B

Amd. No. - N° de la modif.

File No. - N° du dossier

ph8956D024-145112

Buyer ID - Id de l'acheteur

ph895

Client Ref. No. - N° de réf. du client

6D024-145112

CCC No./N° CCC - FMS No/ N° VME

Please see attached.

TABLE OF CONTENTS

TITLE: TO SUPPLY, STORE AND ROTATE CIPROFLOXACIN 500MG TABLETS

PART 1 - GENERAL INFORMATION

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid
- 3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authority
- 6.6 Inspection/Acceptance
- 6.7 Delivery
- 6.8 Payment
- 6.9 Invoicing Instructions
- 6.10 Product Recall or Withdrawal
- 6.11 Product Dating
- 6.12 Notice of Anticipated Shortage
- 6.13 Inability to Supply
- 6.14 Certifications
- 6.15 Applicable Laws
- 6.16 Priority of Documents
- 6.17 Insurance

List of Annexes:

- Annex A Statement of Requirement
- Annex B Basis of Payment
- Annex C Identified User

Solicitation No. - N de l'invitation
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ph895

Client Ref. No. - N de rf. du client
6D024-145112

File No. - N du dossier
ph8956D024-145112

Form:

Form 1

Bid Submission

TITLE: TO SUPPLY, STORE AND ROTATE CIPROFLOXACIN 500MG TABLETS

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 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

2.1 Standard Instructions, Clauses and Conditions

- (a) 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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) 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.
- (c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 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

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid - 1 hard copy
- (ii) Section II: Financial Bid - 1 hard copy
- (ii) 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.

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

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

(c) 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:

- (i) 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
- (ii) 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.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- (b) For each drug proposed, the Bidder must provide:

- (i) Drug Identification Number (DIN); or
 - (ii) Evidence that the Bidder has submitted a duly completed New Drug Submission to Health Canada, Biologics and Genetic Therapies Directorate (BGTD), no later than the closing date of this RFP and that BGTD has accepted the submission for review. A copy of the application and proof of acceptance of the submission for review by BGTD must be included.
- (c) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Form 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

3.3 Section II: Financial Bid

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.3.1 SACC Manual Clauses

- (a) C3011T (2013-11-06) - Exchange Rate Fluctuation
- (b) A9033T (2012-07-16) - Financial Capability

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

4.1.2 Financial Evaluation

Canada will calculate an evaluated price based on its total price of the firm quantity plus option quantity plus 5 year storage plus 5 year option storage. The evaluated price will be calculated as follows:

[Firm Quantity x Unit Price] + [Estimated Option Quantity x Unit Price] + [Firm Quantity x Storage Fee per bottle/month x 60 months] + [Firm Quantity x Storage Fee per bottle/month x 60 months option for Storage]

4.2 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. Recommendation for contract award will be based on the lowest evaluated price.
- (b) If there are two or more bids with identical lowest evaluated prices, the names of all Bidders with identical lowest bid prices will be placed in a hat and the winner will be the first name drawn from it. All Bidders with the lowest bid price will be invited to witness the event.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 bidder's certification. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

- (a) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) website.
- (b) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the Statement of Requirement at Annex A.

6.3 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(<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2014-11-27) General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

6.3.2 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:

- (a) 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 Work conforms to the specifications until the expiration date required by the Requirement. The Contractor must, upon the request of Canada, replace at its own expense including costs of returns and delivery of replacement Work as soon as possible any supplies that fail to conform or that deteriorates prior to the expiration date required by the Requirement.
- (b) If full replacement is not available in a timeframe acceptable to Canada, then Canada may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
 - (i) Full and immediate reimbursement;
 - (ii) Equivalent full credit against future purchases under the Contract; or
 - (ii) Partial replacement and partial reimbursement or partial credit.

6.4 Term of Contract

6.4.1 Period of Contract

The period of the Contract is from date of Contract award until March 31, 2019.

6.4.2 Option Replenishment Quantity (Item 2) as detailed in paragraph 2.2 of Annex "A" - Statement of Requirement

- (a) 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. **Canada may exercise this option up to and including March 31, 2019.**
- (b) 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.
- (c) More than one amendment may be issued to exercise this option.
- (d) 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.

6.4.3 Option to extend Storage

- (a) The Contractor grants to Canada the irrevocable option to extend the storage by up to five (5) additional one-year period(s) from April 1, 2019 to March 31, 2020, April 1, 2020 to March 31, 2021, April 1, 2021 to March 31, 2022, April 1, 2022 to March 31, 2023 and April 1, 2023 to March 31, 2024 under the same terms and conditions and at the prices/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) Canada may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

- (a) The Contracting Authority for this Contract is:

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

Telephone: (819) 956-6613
Facsimile: (819) 956-7340
Email address: suzanne.bissonnette@pwgsc-tpsgc.gc.ca

- (b) 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.

6.5.2 Identified User

- (a) The Identified User is provided in Annex C.
- (b) The Identified User is the representative of the department, agency, province or territory for whom the Work is being carried out under the Contract. The Identified User 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.

6.5.3 Contractor Representative

NOTE TO BIDDER: Please include the requested information on "FORM 1 - BID SUBMISSION".

- (a) General enquiries:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

- (b) Delivery follow-up:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 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 Contractor's 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.

6.7 Delivery

6.7.1 Delivery

- (a) **Delivery Required (Desirable) - (Item 1)**

The firm quantity of 3,500 bottles of 500 tablets of **Ciprofloxacin 500mg** (1,750,000 tablets) are requested complete by **March 13, 2015**.

- (b) Initial Delivery:

The firm quantity will be completed and available for inspection and acceptance within _____ days from contract award.

- (c) Orders / Delivery

- (i) 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 bottles of 500 tablets of **Ciprofloxacin 500mg** (1,750,000 tablets) being stored at the Contractor's facility for the Office of Emergency Response Services.
- (ii) Upon completion of the period of warehousing, the Contractor must make the complete and final delivery of stored goods within 5 days from contract expiry date to a destination within Canada, specified by the Office of Emergency Response Services.

(d) Delivery of the Option Replenishment Quantities

The replenishment quantity delivery is to be negotiated at time of contract amendment.

6.7.2 Point of Manufacturing and Shipping

NOTE TO BIDDER: Please include the requested information on "FORM 1 - BID SUBMISSION".

Contractor's Point of Manufacturing is located at: _____

Contractor's Shipping Facilities are located at: _____

6.7.3 Packaging

Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- (a) On each package and carton:
 - (i) Contractor's Name;
 - (ii) Manufacturer's Brand Name;
- (b) On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:
 - (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
 - (ii) Global Trade Identification Number (GTIN) (if applicable);
 - (iii) Lot Number; and
 - (iv) Expiry Date.
- (c) Identify the carton(s) which contain the packing slip. If the Contractor will use the GTIN, then Bar codes on shipping package (i.e., shrink wrapped product), secondary and primary package, including variable data, must comply with GS1 standards and the Canadian Automated Identification of Vaccine Products process (if applicable);
- (d) The Contractor must identify partly packed carton(s) and box (es).
- (e) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. In addition to the Contract Requirement, the Contractor must ensure that all goods are properly labeled and packaged in compliance with the Biologics and Genetic Therapies Directorate (BGTD) Regulations.

- (f) Over the period of the Contract, the Contractor may offer other packaging options consistent with emerging technology. Canada retains the right to refuse such offerings.

6.7.4 Shipping Instructions - Delivery at Origin

Goods must be consigned to the destination specified in the Contract and delivered FCA Free Carrier (Contractor's facility) Incoterms 2000 for shipments from a commercial contractor.

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

- (a) The Contractor must maintain the product:
- (i) at or between 15 to 30 degrees Celsius, or
 - (ii) as stated on the product label, or
 - (iii) in accordance with temperature conditions supported by stability data throughout transport from the Contractor to the Identified User ("Transport Conditions"). The Contractor must provide evidence to that effect from the data analysis of the temperature monitoring device or carrier logs, as applicable.
- (b) 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 Identified User, a color cold chain chemical indicator (heat and freeze) may be used.
- (c) In the case of the use of a continuous electronic temperature-monitoring device, the Identified User will accept the Work on a conditional basis until a Certificate of Conformity is received. The Contractor must provide a Certificate of Conformity to the Identified User within three (3) business days of the Contractor's receipt of the monitoring device or the device's data in the case of an electronic information transfer. Unless the monitoring device is disposable, the Identified User will return all electronic monitoring devices to the Contractor within 24 hours of receiving the Work.
- (d) A written "Certification of Conformity" confirms that:
- (d) A written "Certification of Conformity" confirms that:
- (i) the required Transport Conditions were maintained during transport;
 - (ii) the integrity and quality of the vaccine has not been affected by temperature excursions during transport, and
 - (iii) the expiry date of the Work as indicated on the vaccine packaging has not been impacted by temperature excursions during transport.
- (e) 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 Identified User. The Contractor must keep these records, as a minimum, until 12 months after the expiry date of the Work, as indicated on the product packaging label or 12 months following the end of the period of the Contract, whichever is the later.
- (f) Failure of the Contractor to provide a Certificate of Conformity within this timeframe will entitle the Identified User to return the product to the Contractor for full replacement at no additional cost to the Identified User.
- (g) Acceptance by the Identified User of a shipment not meeting the Transport Conditions is not a waiver of Transport Conditions for future shipments.

- (h) During the evaluation of the Transport Conditions by the Contractor, the Identified User will ensure that the Work is maintained according to the storage recommendations stated in the product monograph.

6.8 Payment

6.8.1 Basis of Payment - Firm Unit Price(s) or Firm Lot 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 Annex B. Customs duties are included and Applicable Taxes are extra.

6.8.2 Payment Period (Items 1 and 2)

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

Payment Period (Storage – Items 3 and 4)

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.

6.8.3 SACC Manual Clauses

- (a) C6000C (2011-05-16), Limitation of Price
- (b) H1001C (2008-05-12), Multiple Payments

6.9 Invoicing Instructions

- (a) 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.
- (b) Invoices must be distributed as follows:

(i) The original and two (2) copies must be forwarded to the following address for certification and payment:

Health Canada/PHAC
Accounting Operations – East
P2P Invoices
2932 Baseline Road, Tower C
Ottawa, ON K2H 1B1

(ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

6.10 Product Recall or Withdrawal

- (a) In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and the Identified User who has been delivered the recalled or withdrawn Work and must collect and destroy the delivered, recalled, or withdrawn Work at their own cost.
- (b) The Contractor must, upon the request of Canada or the Identified User, replace as soon as possible any recalled or withdrawn Work at their own cost.
- (c) If full replacement is not available in a timeframe acceptable to Canada or the Identified User, then Canada or the Identified User may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
 - (i) Full and immediate reimbursement;
 - (ii) Equivalent full credit against future purchases under the Contract; or
 - (iii) Partial replacement and partial immediate reimbursement or partial credit under the Contract.

6.11 Product Dating

All Work supplied must have a shelf life of no less than 24 months remaining on the date of delivery, unless prior authorization is obtained from the Contracting Authority / Identified User (as Applicable). Failure to obtain authorization may result in the return of the shipment, at the Contractor's cost.

6.12 Notice of Anticipated Shortage

- (a) The Contractor must notify the Contracting Authority when it becomes aware of a potential problem, delay, or event that may lead to a shortage of any of the quantities listed in Annex B. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the 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 fully corrected.
- (b) For the purpose of this clause “shortage” is defined as the inability to meet or maintain quantity or product dating.

6.13 Inability to Supply

- (a) 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 product discontinuation or for any other reason, the

Contractor will provide a substitute product acceptable to the Identified User at a price no greater than firm unit price specified in Annex B.

- (b) Should the Identified User be required to purchase the Work from an alternate source at a higher price, the Contractor must reimburse the Identified User for the difference between the price paid to the alternate source and the firm unit price specified in Annex B.
- (c) Should the Identified User be required to purchase the Work from an alternate source, Canada reserves the right to adjust the final total estimated quantity in the Contract.

6.14 Certifications

6.14.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certificates are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.15 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.

6.16 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 (2014-11-27) Goods (Medium Complexity);
- (c) Annex A: Statement of Requirement;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Identified User;
- (g) the Contractor's bid dated _____

6.17 Insurance

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

Annex A

STATEMENT OF REQUIREMENT

1.1 Scope

To supply, store and rotate 3,500 bottles of 500 tablets (1,750,000 tablets) of **CIPROFLOXACIN, 500MG** for the Office of Emergency Response Services. Canada requests the Contractor hold this product in stock, at a facility with a valid drug establishment licence in Canada. The 3,500 bottles of 500 tablets of **CIPROFLOXACIN, 500MG** 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 must provide bilingual (English and French) educational materials intended for use by Health Practitioners upon request.

1.3 Vendor Management

The Contractor must 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 **24 months** remaining on the date of delivery, unless prior authorization is obtained from the Office of Emergency Response. For all orders with less than 24 months remaining on the date of delivery, 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 24 months.

1.5 Damaged Stock

In the event that Canada'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 Contractor will designate an alternate location for the immediate replacement of the damaged stock.

1.6 Access

The Contractor must 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.

1.7 Inspection

Canada'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 shipment for pick up within 24 hours of notice. The Office of Emergency Response Services will make the shipping arrangements.

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.

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 tablets will come from the option quantity.

2.2 Option to Purchase Additional Quantity

The Contractor grants to Canada an irrevocable option to purchase up to an additional quantity of 3,500 bottles of 500 tablets (1,750,000 tablets) of **CIPROFLOXACIN, 500MG**, under the same terms and conditions and at the prices/or rates stated in the Contract. Such an option may be exercised in units of one or more. Canada may exercise this option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.3 Option to extend Storage

The Contractor grants to Canada the irrevocable option to extend the storage by up to five (5) additional one-year period(s) from April 1, 2019 to March 31, 2020, April 1, 2020 to March 31, 2021, April 1, 2021 to March 31, 2022, April 1, 2022 to March 31, 2023 and April 1, 2023 to March 31, 2024 under the same terms and conditions and at the prices/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. Canada may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.4

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 24 months of its shelf life remaining.

Annex "B" - BASIS OF PAYMENT

All prices are firm unit prices. Prices are in Canadian dollars, customs duties included and Applicable Taxes are extra. Each firm unit price is applicable for all destinations in Canada.

Item	Description	Firm Quantity	U. of I.	Unit Price per bottle of Ciprofloxacin 500mg
1.	FIRM QUANTITY Ciprofloxacin 500mg tablet Brand Name: _____ DIN: _____	3,500 bottles	Bottle of 500 tablets	_____

Item	Description	Estimated Option Quantity	U. of I.	Unit Price per bottle of Ciprofloxacin 500mg
2.	OPTION REPLENISHMENT QUANTITY Ciprofloxacin 500mg tablet Brand Name: _____ DIN: _____	Up to a maximum of 3,500 bottles	Bottle of 500 tablets	_____

Item	Description	Year	Unit Price Per bottle per month
3.	MONTHLY STORAGE for bottles of Ciprofloxacin 500mg tablets	Year 1 – from Contract award until March 31, 2015	\$_____ Unit Price Per bottle per month
		Year 2 – April 1, 2015 to March 31, 2016	\$_____ Unit Price Per bottle per month
		Year 3 – April 1, 2016 to March 31, 2017	\$_____ Unit Price Per bottle per month
		Year 4 – April 1, 2017 to March 31, 2018	\$_____ Unit Price Per bottle per month
		Year 5 – April 1, 2018 to March 31, 2019	\$_____ Unit Price Per bottle per month

Solicitation No. - N de l'invitation
6D024-145112/B

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6D024-145112

ph8956D024-145112

Item	Description	Year	Unit Price Per bottle per month
4.	OPTION STORAGE Monthly Storage Fee for bottles of Ciprofloxacin 500mg tablets	Year 6 – April 1, 2019 to March 31, 2020	\$_____ Unit Price Per bottle per month
		Year 7 – April 1, 2020 to March 31, 2021	\$_____ Unit Price Per bottle per month
		Year 8 – April 1, 2021 to March 31, 2022	\$_____ Unit Price Per bottle per month
		Year 9 – April 1, 2022 to March 31, 2023	\$_____ Unit Price Per bottle per month
		Year 10 – April 1, 2023 to March 31, 2024	\$_____ Unit Price Per bottle per month

Solicitation No. - N de l'invitation
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6D024-145112

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ANNEX C – IDENTIFIED USER

Client
Office of Emergency Response Services 1481 Michael Street Ottawa, ON K1A 0K9

FORM 1 - BID SUBMISSION		
Bidder's full legal name		
Bidder's Address		
Bidder's Procurement Business Number (PBN)		
Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)		
Contractor Representative – General enquiries	Name	
	Title	
	Telephone #	
	Facsimile #	
	E-mail	
Contractor Representative – Delivery follow-up	Name	
	Title	
	Telephone #	
	Facsimile #	
	E-mail	
Storage Facility	Address	
	Telephone #	
Point of Manufacturing/Shipping	Manufacturing	
	Shipping	
Contractor's Bid Dated		
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner.		

Solicitation No. - N de l'invitation
6D024-145112/B

Amd. No. - N de la modif.

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6D024-145112

ph8956D024-145112

On behalf of the Bidder, by signing below, I further confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and:

1. The Bidder considers itself and its Products able to meet all the mandatory requirements described in the bid solicitation;
2. This Bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is issued a Contract, it will accept all the terms and conditions set out in the resulting contract included in the bid solicitation.

**Signature of Authorized Representative of
Bidder**