

**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**

<b>Title - Sujet</b> TICK-BORNE ENCEPHALITIS VACCINE		
<b>Solicitation No. - N° de l'invitation</b> W6369-16A072/A		<b>Date</b> 2015-09-16
<b>Client Reference No. - N° de référence du client</b> W6369-16A072		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-884-68006		
<b>File No. - N° de dossier</b> ph884.W6369-16A072	<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 2015-10-05</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Joy(ph884), Sharon		<b>Buyer Id - Id de l'acheteur</b> ph884
<b>Telephone No. - N° de téléphone</b> (819) 956-6510 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> <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**

<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>

**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

W6369-16A072/A

Amd. No. - N° de la modif.

File No. - N° du dossier

ph884W6369-16A072

Buyer ID - Id de l'acheteur

ph884

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

W6369-16A072

CCC No./N° CCC - FMS No/ N° VME

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See attached

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**TITLE Tick-borne Encephalitis Vaccine****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 from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

**1.4 Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

**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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

**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)
- (iii) 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) **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 to be declared responsive.

#### **4.1.2 Financial Evaluation**

Canada will calculate an evaluated price for items listed in Annex B based on its total price for both firm and option quantities. The evaluated price will be calculated as follows:

[Year 1 Unit Price x firm quantity] + [Year 1 Unit price x option quantity] + [Year 2 Unit price x option quantity] + [Year 3 Unit price x option quantity] + [Year 4 Unit price x option quantity]

## **4.2 Basis of Selection**

- (a) A bid must comply with all requirements of the bid solicitation to be declared responsive. Recommendation for contract award will be based on the lowest aggregate responsive price
- (b) Ranking will be established using the firm quantity, plus 100% of the option quantities.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions - List of Names**

- (a) 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.
- (b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- (c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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- (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" 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 Requirement at Annex A to Identified Users as listed in Annex C.

### 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 (2015-07-03) 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 for placing orders and rendering services against the Contract will be from contract award to September 30, 2019, inclusive.

### **6.4.2 Optional Goods**

- (a) The Contractor grants to Canada and the Identified User as a whole, an irrevocable option to purchase additional quantities described at Annex B for vaccination of up to maximum 1000 adults year under the same conditions and at the prices 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) The option quantities may be exercised in whole or in part, only by a contract amendment issued by the Contracting Authority. Upon the exercise of an option quantity 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 the options.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

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

| Sharon Joy  
Supply Specialist  
Public Works and Government Services Canada  
Drugs, Vaccines & Biologics  
Place du Portage, Phase III, 6B3  
11 Laurier Street  
Gatineau, QC K1A 0S5

Telephone: (819) 420-2964  
Facsimile: (819) 956-7340  
Email address: sharon.joy@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 Users**

- (a) The Identified User is provided in Annex C.
- (b) The Identified User is the representatives 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 Canada and Public Works and Government Services as Agent**

- (a) The Contractor acknowledges that Canada is acting as an agent for Identified User.
- (b) Orders placed by or on behalf of an Identified User under the Contract are the responsibility of the Identified User for whom or by whom the Order is placed. To the extent that the Contract involves orders placed by Canada on behalf of an Identified User, Canada is acting as an agent for the Identified User only and the Identified User is solely liable and responsible for funding and payment of those orders.
- (c) The Contractor acknowledges and agrees that, unless otherwise specified, Canada is not liable under the Contract to the extent that it involves Orders placed on or on behalf of an Identified User, and the Contractor agrees that it must not make any claim or take any proceeding against Canada for any loss, damages, or non-payment in any way related to or arising out of such Orders.

### **6.5.4 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 Delivery - Firm Quantity**

- (a) While the firm quantity as indicated in Annex B is requested complete on or before October 31, 2015, the best delivery that can be offered is \_\_\_\_\_ (please fill in accordingly). Delivery date for firm quantity cannot exceed November 15, 2015.

- (b) Delivery of Option Quantities

Delivery of any option quantity will be completed within \_\_\_\_\_ days or weeks (please fill in as appropriate) of contract amendment.

### 6.6.1 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: \_\_\_\_\_

### 6.6.2 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.

### 6.6.3 Shipping Instructions

- (a) Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid (Petawawa, Ontario), Incoterms 2000 for shipments from a commercial contractor.

### 6.6.4 Maintenance of the Cold Chain During Transportation and the Use of Cold Chain Monitors.

- (a) The Contractor must maintain the vaccine:
  - (i) at or between 2 to 8 degrees Celsius, or
  - (ii) as stated on the product label, or
  - (iii) in accordance with temperature conditions supported by stability data

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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 a 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 "Certificate 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 vaccine 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 an Identified User of a shipment not meeting the Transport Conditions is not a waiver of Transport Conditions for future shipments experiencing similar Transport Conditions either by the Identified User in question or by other Identified Users.
- (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.

#### **6.6.5 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 Identified User.
- (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.

## **6.7 Payment**

### **6.7.1 Basis of Payment - Firm Unit 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.

### **6.7.2 SACC Manual Clauses**

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

## **6.8 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) The original copy of all invoices are to be forwarded to the Identified User for certification and payment at the Invoicing address specified at Annex C.
- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Product Recall or Withdrawal**

- (a) In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and all Identified Users who have 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 an 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 an 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.

## **6.10 Product Dating**

All Work supplied must have a shelf life of no less than 18 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.

## **6.11 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 vaccine 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.

#### **6.12 Adverse Event Following Immunization (AEFI) Reporting Requirement**

The Contractor must comply with all Identified Users' AEFI reporting requirements.

#### **6.13 Certifications**

##### **6.13.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

#### **6.14 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.

#### **6.15 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 (2015-07-03) Goods (Medium Complexity);
- (c) Annex A: Requirement;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Identified Users and Delivery Points;
- (f) the Contractor's bid dated \_\_\_\_\_

#### **6.16 Canada's Special Access Program**

- (a) As required by Health Canada's Special Access Program in order to facilitate importation/shipment, the container is to include the following label: "URGENT-EMERGENCY DRUG", and must include a copy of the following document:

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*Letter of Authorization* Issued by Health Canada's Special Access Program.

- (b) For Schedule II narcotics under the United States *Controlled Substances Act* (DEA Number 9801), and for Schedule I controlled drugs as per *Canada's Controlled Drugs and Substances Act* (1996, c. 19), Part VII, Schedule I, Section 16: "*Fentanyl*s, their salts, derivatives, and analogues and salts of derivatives and analogues...", this shipment must also include copies of the following documents:

- Export Permit issued by the United States Drug Enforcement Agency; and
- Import Permit issued by Health Canada's Office of Controlled Substances.

#### **6.17 Insurance**

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

## **ANNEX A - REQUIREMENT**

### **1. Scope**

The Contractor must supply 0.5mL tick-borne encephalitis vaccine.

### **2. Quantity**

See Annex B - Basis of Payment

### **3. Vaccine Format (s)**

Format prefilled syringe

### **4. Product Monograph and Dosing instructions**

The Contractor must supply to the Contracting Authority and Identified User an electronic copy, in English, of the Product Monograph and Dosing instructions for the vaccine.



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## ANNEX B - BASIS OF PAYMENT

### 1. Pricing Information

All prices must be firm unit prices. All prices must be in Canadian dollars, DDP (Delivered Duty Paid) Petawawa, Ontario Canada, transportation charges included, excise duties included, if applicable; and where applicable, zero rated for Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Provincial sales taxes are not applicable.

2. Trade Name: \_\_\_\_\_

### 3. Price Table

Item	Year	Firm Quantity	Firm Quantity as doses	Firm Unit price CDN \$ (DDP Identified user)
1.	Contract award - September 30, 2019	Require sufficient quantity based on product monograph to immunize cohort of 500 adults .	500 adults x _____ doses/adult = _____ Total doses	\$ _____ per dose
	Year	Option Quantity	Estimated Quantity as doses	Firm Unit price (DDP Identified User)
2.	November 16 2015- September 30, 2016	Require sufficient quantity based on product monograph to immunize cohort of up to 1000 adults.	1000 adults x _____ doses/adult = _____ Total doses	\$ _____ per dose
3.	October 1, 2016 – September 30, 2017	Require sufficient quantity based on product monograph to immunize cohort of up to 1000 adults	1000 adults x _____ doses/adult = _____ Total doses	\$ _____ per dose
4.	October 1, 2017 – September 30, 2018	Require sufficient quantity based on product monograph to immunize cohort of up to 1000 adults.	1000 adults x _____ doses/adult = _____ Total doses	\$ _____ per dose
5.	October 1, 2018 – September 30, 2019	Require sufficient quantity based on product monograph to immunize cohort of up to 000 adults.	1000 adults x _____ doses/adult = _____ Total doses	\$ _____ per dose

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## **ANNEX C**

### **IDENTIFIED USER AND DELIVERY POINT**

#### **Billing address**

Department of National Defence  
Canadian Forces Base Petawawa  
101 Colonel By Drive  
Ottawa, Ontario  
Canada  
K1A 0K2  
Attn: Wendy Dowe, D Svcs C 3-4-3

#### **Shipping Address**

Department of National Defence  
Canadian Forces Base Petawawa  
Central Medical Equipment Depot  
105 Montgomery Blvd. BB104  
Petawawa, Ontario  
Canada  
K2H 2X 3

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FORM 1 - BID SUBMISSION		
Bidder's full legal name		
Bidder's Address		
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	
Returns	Address to return product	
	Contact Name	
	Telephone #	
	Facsimile #	
	E-mail	
Point of Manufacturing/Shipping	Manufacturing	
	Shipping	
Contractor's Bid Dated		

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### FORM 1 - BID SUBMISSION

**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.**


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**

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