



**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**

**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>Title - Sujet</b> Antibiotics	
<b>Solicitation No. - N° de l'invitation</b> E60PH-18CIDO/A	<b>Date</b> 2018-02-01
<b>Client Reference No. - N° de référence du client</b> E60PH-18CIDO	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-900-74284	
<b>File No. - N° de dossier</b> ph900.E60PH-18CIDO	<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 2018-02-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Joannis, Christiane	<b>Buyer Id - Id de l'acheteur</b> ph900
<b>Telephone No. - N° de téléphone</b> (873) 469-4436 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> see herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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>

## **TABLE OF CONTENTS**

### **TITLE: Ciprofloxacin 500mg Tablets and Doxycycline 100mg Capsules**

#### **PART 1 - GENERAL INFORMATION**

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Debriefings
- 1.4 Trade Agreements

#### **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 AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

#### **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 Delivery
- 6.7 Payment
- 6.8 SACC Clause
- 6.9 Invoicing Instructions
- 6.10 Product Recall
- 6.11 Product Dating
- 6.12 Returns
- 6.13 Notice of Anticipated Shortage
- 6.14 Inability to Supply
- 6.15 Certifications
- 6.16 Applicable Laws
- 6.17 Priority of Documents
- 6.18 Defence
- 6.19 Insurance

#### **List of Annexes:**

Solicitation No. - N de l'invitation  
E60PH-18CIDO/A

Amd. No. - N de la modif.

Buyer ID - Id de l'acheteur  
ph900

Client Ref. No. - N de rf. du client

File No. - N du dossier

E60PH-18CIDO

ph900.E60PH-18CIDO

---

Annex A	Requirement
Annex B	Basis of Payment
Annex C	Identified Users and Delivery Points
Annex E	Electronic Payments Instruments

**Forms:**

Form 1	Bid Submission
--------	----------------

**TITLE: Ciprofloxacin 500mg Tablets and Doxycycline 100mg Capsules**

**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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 5, entitled Submission of bids, is amended as follows:

Subsection 1 is deleted entirely and replaced with the following:

"Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."

Subsection 2.d is deleted entirely and replaced with the following:

"send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"

---

Subsection 2.e is deleted entirely and replaced with the following:

"ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"

Section 6, entitled Late bids, is deleted entirely and replaced with the following:

"PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."

Section 07, entitled Delayed bids, is amended as follows:

Subsection 1 is amended to add the following piece of evidence:

- (d) a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."

Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect"

## **1. Facsimile**

- (a) Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- (b) For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - (i) receipt of garbled or incomplete bid;
  - (ii) availability or condition of the receiving facsimile equipment;
  - (iii) incompatibility between the sending and receiving equipment;
  - (iv) delay in transmission or receipt of the bid;
  - (v) failure of the Bidder to properly identify the bid;
  - (vi) illegibility of the bid; or
  - (vii) security of bid data.
- (c) A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

## 2. ePost Connect

- (a) Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- (b) To submit a bid using epost Connect service, the Bidder must either:
  - (i) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - (ii) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- (c) If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- (d) If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- (e) The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- (f) It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- (g) For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - (i) receipt of a garbled or incomplete bid;
  - (ii) availability or condition of the epost Connect service;
  - (iii) incompatibility between the sending and receiving equipment;
  - (iv) delay in transmission or receipt of the bid;
  - (v) failure of the Bidder to properly identify the bid;
  - (vi) illegibility of the bid;
  - (vii) security of bid data; or
  - (viii) Inability to create an electronic conversation through the epost Connect service.
- (h) A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

### **2.1.1 SACC Manual Clauses**

- (a) B4024T (2006-08-15), No Substitute Products

### **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**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

(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) 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.
- (b) Bidders are to note the unit of measure (U of M) requested for each item and submit their prices accordingly.
- (c) Where the U of M used is per tablet or capsule, Bidders must submit one price per single tablet of capsule.

#### **3.3.1 Electronic Payment of Invoices**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 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 and additional information 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**

A bid must comply with the 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

#### **4.1.2 Financial Evaluation**

Canada will calculate an evaluated price for each item listed in Annex B based on its total price over both the firm and option years. The evaluated price for each item will be calculated as follows:

- (a) In Annex B – Basis of Payment, Bidders must fill in their firm unit price per Unit of Measure (U

of M) in column(B), titled *Firm Price per U of M*. For Firm quantities the unit price contained in Column (B) will be multiplied by the total quantity in Column (A), titled Quantity per U of Measure , to give a total extended price in Column (C) (ex:  $A \times B = C$ ). For option quantities, the unit price contained in Column (B) will be multiplied by the total quantity in Column (A), titled Quantity per U of Measure , to give a total extended price in Column (C) (ex:  $A \times B = C$ ).

- (b) Canada will calculate an evaluated price for each item listed in Annex B based on its total price over both the firm and option years. The evaluated price for each item will be calculated as follows:

[Year 1 Total Extended Price x Year 1 Quantity] + [Year 2 Total Extended Price x Year 2 Quantity] + [Year 3 Total Extended Price x Year 3 Quantity] + [Year 4 Total Extended Price x Year 4 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.

### **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into

a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## **5.2.2 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>)
- (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.
- (c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) list during the period of the Contract.
- (d) The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification (Annex D to Part 5), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **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 (2016-04-04) 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
  - (iii) 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 the date of award up to and including March 31, 2022.

##### **6.4.2 Optional Goods**

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same conditions and at the prices and/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) More than one amendment may be issued to exercise this option.
- (b) The Contracting Authority may exercise the option goods 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:

*Christiane Joanisse*  
*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: (873) 469-4436  
Facsimile: (819) 956-7340  
Email address: christiane.joanisse@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 list of Identified Users is provided in Annex C.
- (b) The Identified Users are the representatives of the department, agency, province or territory for whom the Work is being carried out under the Contract. The Identified Users have 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 Delivery

##### 6.6.1 Delivery Required - Firm Quantity

- (a) Item 001: The firm quantity of 3,600,000 capsules of Doxycycline 100mg for PHAC is required on or before March 31, 2018.

Item 002: The firm quantity of 1,867,500 tablets of Ciprofloxacin 500mg for PHAC is required on or before March 31, 2018.

Item 003: The firm quantity of 1,000,000 tablets of Ciprofloxacin 500mg for DND is required on or before March 31, 2018.

- (b) Delivery of any Option Quantities

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

### 6.6.2 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: \_\_\_\_\_

### 6.6.3 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) The Contractor must identify partly packed carton(s) and box (es).
- (d) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination.

### 6.6.4 Shipping Instructions

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

### 6.6.5 Maintenance of the Cold Chain during Transportation

Throughout the shipping process, the product must remain in temperature controlled and monitored conditions in accordance with the manufacturer's recommended storage conditions and/or as described within the product monograph.

## 6.7 Payment

### 6.7.1 Basis of Payment - Firm Unit Price(s)

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 if applicable.

### 6.7.2 Electronic Payment of Invoices

---

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

## **6.8 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) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (c) 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 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.

## **6.11 Product Dating**

For Doxycycline All Work supplied must have a shelf life of no less than 48 months remaining on the date of delivery.

For Ciprofloxacin All Work supplied for DND must have a shelf life of no less than 36 months remaining on the date of deliver and All Work supplied for PHAC must have a shelf life of no less than 24 months remaining on the date of delivery.

## **6.12 Returns Policy**

In addition to and without prejudice to any other remedy available, for work:

- (a) Damaged during shipment from Contractor, the Contractor must provide full credit or replacement or refund for all returned Work where Contractor was contacted within 5 days of delivery to and acceptance by the Identified User. Damaged Work will be returned FCA Free Carrier (Identified user) Incoterms 2000 to the address specified below. The Contractor is responsible for shipping costs.
- (b) Contractor's Return Facilities:

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

Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### **6.13 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 an Order in full or the failure to maintain the minimum stockpile, if applicable.

### **6.14 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.

### **6.15 Certifications**

#### **6.15.1 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.

#### **6.16 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.

#### **6.17 Priority of Documents**

If there is a discrepancy between the wordings 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 (2016-04-04) 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\_\_\_\_\_

#### **6.18 Defence Contract**

- (a) The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.
- (b) Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

#### **6.19 Insurance**

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

## **ANNEX A**

### **STATEMENT OF REQUIREMENT, PRICING AND DELIVERABLES**

#### **1. Scope**

The Contractor must supply:

- (a) 1,000,000 tablets of Ciprofloxacin 500mg to the Department of National Defence (DND),

**Trade Name:** \_\_\_\_\_ **DIN:** \_\_\_\_\_

- (b) 1,867,500 tablets of Ciprofloxacin 500mg to the Public Health Agency of Canada (PHAC),

**Trade Name:** \_\_\_\_\_ **DIN:** \_\_\_\_\_

- (c) 3,600,000 capsules of Doxycycline 100mg to the Public Health Agency of Canada (PHAC).

**Trade Name:** \_\_\_\_\_ **DIN:** \_\_\_\_\_

#### **2. Quantity**

See Annex B - Basis of Payment

**ANNEX B - BASIS OF PAYMENT****1. Pricing Information**

All prices are firm unit prices, in Canadian dollars, DDP Delivered Duty Paid, transportation charges included, Custom duties included, if applicable; and Taxes are zero-rated.

**Firm Quantities**

Item	Description	Unit of measure (U of M)	Quantity per U of M Year 1 (A)	Firm Price per U of M (B)	Total Extended Price DDP (PHAC, Ottawa, Ontario) (C)	Bottle format sizes available from Supplier
1	Doxycycline, 100mg (100, 200 or 500 Capsules per bottles)	Capsules	3,600,000	\$ _____	\$ _____	

Item	Description	Unit of measure (U of M)	Quantity per U of M Year 1 (A)	Firm Price per U of M (B)	Total Extended Price DDP (PHAC, Ottawa, Ontario) (C)	Bottle format sizes available from Supplier
2	Ciprofloxacin, 500mg (100, 200 or 500 tablets per bottles)	Tablets	1,867,500	\$ _____	\$ _____	

Item	Description	Unit of measure (U of M)	Quantity per U of M Year 1 (A)	Firm Price per U of M (B)	Total Extended Price DDP (DND, Petawawa, Ontario) (C)	Bottle format sizes available from Supplier
3	Ciprofloxacin, 500mg (100 tablets per bottles)	Tablets	1,000,000	\$ _____	\$ _____	

\* Client prefer this bottle format but would accept other format.

**Option Quantities**

Item	Description	Unit of Measure (U of M)	Quantity per U of M (A)	Unit Price per Capsules DDP (PHAC, Ottawa, Ontario)			
				*Firm Price per U of M Year 1	*Firm Price per U of M Year 2	*Firm Price per U of M Year 3	*Firm Price per U of M Year 4
4	Doxycycline, 100mg (100, 200 or 500 Capsules per bottles)	capsules	Up to maximum of 3,600,000 Capsules	Same price as firm quantity	\$_____	\$_____ —	\$_____

Item	Description	Unit of Measure (U of M)	Quantity per U of M (A)	Unit Price per Tablets DDP (PHAC, Ottawa, Ontario)			
				*Firm Price per U of M Year 1	*Firm Price per U of M Year 2	*Firm Price per U of M Year 3	*Firm Price per U of M Year 4
5	Ciprofloxacin, 500mg (100, 200 or 500 Tablets per bottles)	Tablets	Up to maximum of 3,600,000 Tablets	Same price as firm quantity	\$_____	\$_____	\$_____

Item	Description	Unit of Measure (U of M)	Quantity per U of M (A)	Unit Price per Tablets DDP (DND, Petawawa, Ontario)			
				*Firm Price per U of M Year 1	*Firm Price per U of M Year 2	*Firm Price per U of M Year 3	*Firm Price per U of M Year 4
6	Ciprofloxacin, 500mg (100 tablets per bottles)	Tablets	Up to maximum of 1,000,000 Tablets	Same price as firm quantity	\$_____	\$_____	\$_____

\* Client prefer this bottle format but would accept other format.

\* For Evaluation purposes the **Firm Price per U of M** for each year will be multiplied by the **Quantity per U of M** (Column A) to obtain a Total Extended Price.

**ANNEX C – IDENTIFIED USERS AND DELIVERY POINTS**

Solicitation No. - N de l'invitation  
E60PH-18CIDO/A

Amd. No. - N de la modif.

Buyer ID - Id de l'acheteur  
ph900

Client Ref. No. - N de rf. du client

File No. - N du dossier

E60PH-18CIDO

ph900. E60PH-18CIDO

---

**Department of National Defence (DND) :**

**Invoices**

Department of National Defence  
101 COLONEL BY DR.  
ATTN: Maj Rachel Comeau, DHSD  
J4 Med Ops & Plm11  
OTTAWA, Ontario  
K1A 0K2

**Delivery**

Department of National Defence  
105 Montgomery Rd, BB-104A  
Petawawa, Ontario  
K8H 2X3

**Public Health Agency of Canada (PHAC), Office of Emergency Response Services (OERS) :**

**Invoices**

Health Canada/PHAC  
Accounting Operations East, P2P Invoices  
18<sup>th</sup> Floor, Room 1855C, 200 Eglantine Drive  
Jeanne Mance Building, Tunney's Pasture  
Ottawa, ON  
K1A 0K9

**Delivery**

PHAC – Emergency Services Depot  
1481A Michael Street  
Ottawa, ON  
K1B 3H5

## **ANNEX “E” to PART 3 OF THE BID**

### **1. Electronic Payments Instruments**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

<b>FORM 1 - BID SUBMISSION</b>		
<b>Bidder's full legal name</b>		
<b>Bidder's Address</b>		
<b>Bidder's Procurement Business Number (PBN)</b>		
<b>Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)</b>		
<b>Contractor Representative – General enquiries</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Telephone #</b>	
	<b>Facsimile #</b>	
	<b>E-mail</b>	
<b>Contractor Representative – Delivery follow-up</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Telephone #</b>	
	<b>Facsimile #</b>	
	<b>E-mail</b>	
<b>Returns</b>	<b>Address to return product</b>	
	<b>Contact Name</b>	
	<b>Telephone #</b>	
	<b>Facsimile #</b>	
	<b>E-mail</b>	
<b>Point of Manufacturing/Shipping</b>	<b>Manufacturing</b>	
	<b>Shipping</b>	

### 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 on the board of 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.

**Contractor's Bid Dated**

--

**Signature of Authorized  
Representative of Bidder**

--