



**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> HUMAN PAPILLOMA VIRUS	
<b>Solicitation No. - N° de l'invitation</b> E60PH-18HPVV/A	<b>Date</b> 2018-04-26
<b>Client Reference No. - N° de référence du client</b> E60PH-18HPVV	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-896-74776	
<b>File No. - N° de dossier</b> ph896.E60PH-18HPVV	<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 2018-05-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baird, Christa	<b>Buyer Id - Id de l'acheteur</b> ph896
<b>Telephone No. - N° de téléphone</b> (403) 991-5231 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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

Amd. No. - N de la modif.

Buyer ID - Id de l'acheteur  
ph896

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

File No. - N du dossier

E60PH-18HPVV

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**List of Annexes:**

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**Forms:**

Form 1 Bid Submission

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## **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 Canadian Free Trade Agreement (CFTA).

### **1.5 Phased bid Compliance Process (PBCP)**

The Phased Bid Compliance Process applies to this requirement.

## **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.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

- (e) The 2003 standard instructions is amended as follows:

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

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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.

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## 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) 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:

- (i) Section I: Technical Bid
- (ii) Section II: Financial Bid
- (iii) Section III: Certifications
- (iv) Section IV: Additional Information

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.

- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
- (i) Section I: Technical Bid (2 hard copies)

- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: Certifications (2 hard copies)

(c) 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.

(d) 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 vaccine 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) The quantities provided in Basis of Payment and the delivery schedules are only an approximation of requirements given in good faith. The quantities specified are subject to change prior to Contract award. Each Identified Users reserves the right to alter quantities or to withdraw from participation for any given item up until Contract award. A quantity change, which represents a significant change in the Requirement for an item, may result in a decision to re-tender that item.

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### **3.3.1 SACC Manual Clauses**

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

### **3.3.2 Electronic Payment of Invoices**

- (a) 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.
- (b) 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.
- (c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **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 and Provincial and Territorial jurisdictions will evaluate the bids.
- (c) The Phased Bid Compliance Process applies to this requirement.

#### **4.1.1 Technical Evaluation - Mandatory Technical Criteria**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
- (b) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### **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:

[Year 1 Unit Price x Year 1 Quantity] + [Year 2 Unit Price x Year 2 Quantity] + [Year 3 Unit Price x Year 3 Quantity] + [Year 4 Unit Price x Year 4 Quantity]

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### 4.1.3 Phased Bid Compliance Process

#### 4.1.3.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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#### 4.1.3.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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#### 4.1.3.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

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- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.3.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **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.
- (b) For each item in Annex B, the responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (c) 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 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.

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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, 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.

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### **5.2.3 Additional Certifications Precedent to Contract Award**

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

## **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
  - (ii) Partial replacement and partial reimbursement or partial credit.

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## **6.4 Term of Contract**

### **6.4.1 Period of Contract**

The period of the Contract is from date of award to March 31<sup>st</sup> 2019, inclusive.

### **6.4.2 Option to Extend the Contract**

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.
- (c) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of three (3) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### **6.4.3 Option to Add Identified User**

Subject to the mutual agreement of the Contractor and Canada, additional Identified Users may be added to the Contract at a price not to exceed the Contract price and subject to the same conditions.

### **6.4.4 Option Quantity - Additional Doses**

- (a) The Contractor grants to Canada the irrevocable option to purchase up to 54,000 doses of human papillomavirus vaccine in excess of the total annual maximum quantity in any year of the Contract.
- (b) In any year of the Contract, the Option Quantity – Additional Doses may be exercised by Canada no later than June 30<sup>th</sup> for the applicable fiscal year (April –March).

### **6.4.5. Option to Reduce Quantities**

- (a) During each year of the contract, should an Identified User not receive program funding approval before January 1<sup>st</sup>, or if a superior product is introduced, it is hereby understood and agreed that notwithstanding any other provision of the Contract but without restricting any other right of Canada under the Contract, that said Identified User may withdraw from the Contract, in whole or in part, and their quantities will be removed as of the new fiscal year (April 1<sup>st</sup>).
- (b) In the event of such change under the contract, Canada will only pay for costs incurred for Work performed and accepted by Canada up to the effective date of the change (April 1<sup>st</sup>). Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor

as a result of the change.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

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

Christa Baird  
Supply Team Leader  
Public Works and Government Services Canada  
Drugs, Vaccines & Biologics  
Place du Portage, Phase III, 6B3  
11 Laurier Street  
Gatineau, QC K1A 0S5

Telephone: (403) 991-5231  
Facsimile: (819) 956-7340  
Email address: christa.baird@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.
- (a) 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 Canada and Public Works and Government Services as Agent**

- (a) The Contractor acknowledges that Canada is acting as an agent for Identified Users. Canada will only be funding and paying for Orders placed on behalf of a Federal Government Department or Agency.
- (b) Orders placed by or on behalf of a non-Federal Government Department or Agency 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 a non-Federal Government Department or Agency 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 a non-Federal Government Department or Agency 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.

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#### 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 Ordering

##### 6.6.1 Order against Contract

- (a) The Work to be performed under the Contract will be on an "as and when requested basis" using an Order against Contract ("Order").
- (b) **Process for Issuing an Order:** If a requirement is identified, an Order will be prepared by the Identified User and sent to the Contractor by letter, by e-mail, or by telephone, or any other means agreed to by the parties and evidenced in writing.
- (c) **Contents of an Order:** The Order must contain the following information, if applicable:
- (i) An order number;
  - (ii) price, quantity and description of goods being ordered;
  - (iii) delivery location;
  - (iv) invoicing address; and
  - (v) any other constraints that might affect the work.
- (d) **Delivery:** Unless otherwise indicated in the Order, delivery must be made within five (5) calendar days from receipt of an Order.
- (e) **Charges for Work under an Order:** The Contractor must not charge the Identified User anything more than the price set out in the Order unless the Identified User has issued an Order amendment authorizing the increased expenditure. The Identified User will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

(f) **Consolidation of Orders for Administrative Purposes:** The Contract may be amended from time to time to reflect all Orders issued to date, to document the Work performed under those Orders for administrative purposes.

(g) Each Identified User may change and/or add to the destinations specified in Annex "C".

#### 6.6.2 Minimum Work Guarantee - All the Work

(a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$to be inserted at contract award.

(b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

(c) In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

(d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 6.6.3 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: \_\_\_\_\_

#### 6.6.4. 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.

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- (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.

#### **6.6.5 Shipping Instructions**

- (a) Goods must be consigned to the destinations specified in the Order and delivered DDP Delivered Duty Paid (Identified User), Incoterms 2000 for shipments from a commercial contractor.
- (b) All Orders by following Identified Users must be delivered by air transport, unless the contracting Authority or the following Identified Users has specifically requested, and has agreed in writing, to have a delivery made by ground transport:
  - (i) Newfoundland and Labrador;
  - (ii) Nunavut;
  - (iii) Yukon Territories; and
  - (iv) Northwest Territories.

#### **6.6.6 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 datathroughout 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.

#### **6.6.7 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(s) or Firm Lot Price**

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

##### **6.7.2 Limitation of Expenditure - Cumulative Total of all Orders**

- (a) Canada's total liability to the Contractor under the Contract for all Orders, inclusive of any revisions, must not exceed the sum of \$ *to be inserted at contract award*. Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

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### **6.7.3 SACC Manual Clauses**

- (a) C6000C (2017-08-17), Limitation of Price
- (b) H1001C (2008-05-12), Multiple Payments

### **6.7.4 Electronic Payment of Invoices (if applicable)**

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 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 copy of all invoices are to be forwarded to each Identified User for certification and payment at the Invoicing address specified at Annex C.

### **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 12 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 Returns**

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

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- (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) That has expired which had a shelf life of less than 12 months upon delivery to and acceptance by the Identified User, the Contractor must provide full credit or replacement or refund for all expired, unopened Work returned with the original packing slip within one (1) year after expiry date. Returns are to be shipped FCA Free Carrier (Identified User) Incoterms 2000 to the address indicated below. The Contractor is responsible for shipping costs.
- (c) That had a minimum shelf life of 12 months upon delivery to and acceptance by the Identified User, up to five percent (5%) of the of quantity purchased under the Contract may be returned to the Contractor for full credit in the amount of the invoiced price. Returns must be expired, unopened Work and returned with the original packing slip within one (1) year after expiry to be shipped DDP Delivery Duty Paid (to the address indicated below) Incoterms 2000 by the Identified User. The Identified User is responsible for shipping costs.
- (d) Contractor's Returns Facilities:

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

Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

#### **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 an Order in full or the failure to maintain the minimum stockpile.

#### **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 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.

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## **6.14 Stockpile**

- (a) At all time during the period of the Contract, the Contractor must maintain a minimum stockpile of 20% finished stock (stored in Canada and released by BGTD) for each item included in the Work. It is the Contractor's sole responsibility to rotate the stockpile as necessary to ensure that a minimum of twelve (12) month shelf-life is maintained. The stockpile is subject to inspection by Canada at anytime during the period of the Contract.
- (b) Ninety (90) days prior to the end of the contract period, if an option to extend the period of the contract has not been exercised, the Contractor will be permitted to draw down against the full amount of the stockpile.
- (c) Throughout the period of the Contract, the Contractor must provide a monthly report summarizing the status and maintenance of the stockpile. As a minimum, the report will include: the amount of doses contained in stockpile and the shelf life of the stockpile. The monthly report must be submitted in an electronic format to the Contract Authority by the first Monday of every month.

## **6.15 Reporting**

### **6.15.1 Periodic Usage Reports:**

The Contractor must provide a monthly report for each item. The monthly report must be submitted in an electronic format to the Contracting Authority by the first Monday of the every month. The monthly report must summarize the following:

- (a) Orders by Identified Users on a month by month basis;
- (b) Percentage of commitment fulfilled by each Identified User;
- (c) Status of Working Inventory including number of doses of the Work currently on hand, date of availability of next Health Canada released lot, number of doses (or duration of expected supply) of next Health Canada released lot; and
- (d) Status and maintenance of the Stockpile. At a minimum, the amount of doses contained in the Stockpile and the shelf life of the Stockpile must be provided.

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

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

## **6.16 Certifications**

### **6.16.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.16.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) -

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

Amd. No. - N de la modif.

Buyer ID - Id de l'acheteur  
ph896

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

File No. - N du dossier

E60PH-18HPVV

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Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.17 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.

### **6.18 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 (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 \_\_\_\_\_

### **6.19 Insurance**

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

## ANNEX A - REQUIREMENT

### 1. Scope

The Contractor must supply human papillomavirus vaccine, duly authorized for sale in Canada.

### 2. Quantity

See Annex B - Basis of Payment

### 3. Vaccine Format (s)

Format(s): Pack of 10 doses – in syringes or vials.

### 4. Trace back Through Automated Identification of Vaccines

- (a) The Contractor must meet the current packaging requirements as described in the Contract. In addition, the Contractor must be prepared to implement automated identification of the Work supplied under this Contract in accordance with the recommendations and implementation schedule of the Canadian Automated Identification of Vaccine Product advisory committee. This obligation is also subject to any other requirements that may be specified by the Biologics and Genetic Therapies Directorate. If the Contractor is currently using automated identification of vaccine products or implements it during the life of the Contract, then the Contractor must provide details to the Identified Users on the contents of this system (e.g., what information is included in the bar code.) prior to delivery or implementation.
- (b) In the event that the Contractor plans to introduce a new Automated Identification of Vaccine Product system, the Contractor must first ensure that the Identified Users are advised and have implemented the appropriate technology to properly use the new Automated Identification of Vaccine Product system.

### 5. Timely Lot Release, Contractor's Responsibility

The Contractor must submit all vaccine lots to BGTD so as to ensure that the release of lots by the BGTD will occur early enough to allow the Contractor to meet the delivery requirements of the Contract.

### 6. Vaccine Identification Database System

- (a) The Contractor must provide the following information within 10 business days of a lot release by Biologics and Genetic Therapies Directorate of the Public Health Agency of Canada for the purpose of updating the Vaccine Identification Database System:
  - (i) GTIN (if applicable);
  - (ii) DIN;
  - (iii) Product
  - (iv) Lot Number; and
  - (v) Expiry date.
- (b) Data may be sent in either word or excel format to AIVP-IAVP@phac-aspc.gc.ca.

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## **7. Provision of Educational Materials - Upon request**

In support of all Work supplied under the contract, and in accordance with industry practice, the Contractor must provide bilingual (English and French) educational materials intended for use by public health practitioners if requested in Order.

### **7.1 Types and Content of Educational Material**

(a) Educational materials to be provided by Contractor may include, but are not limited to:

- (i) provider instruction pamphlets;
- (ii) brochures;
- (iii) posters;
- (iv) product monographs (standard and large print); and
- (v) dosage cards.

Educational material is of particular importance if a vaccine is new to a Identified User; is targeted for specific populations (as opposed to use in the general population); or otherwise differs in use, administration, or format from the traditional multi-dose vial currently used by the Identified Users.

(b) Educational materials must, as a minimum:

- (i) Include information relevant to the efficacy and onset of immunization coverage; the benefits of vaccination versus not being immunized; any potential adverse reactions and how to manage them; any potential interactions with other pharmaceutical products; guidelines for storage and use of the vaccine; the stability of product including continued stability if subject to temperature fluctuations (outside of recommended storage conditions); and the inter-changeability of the product with similar products.
- (ii) Contain or reference available scientific data related to efficacy, effectiveness, immunogenicity and safety in the anticipated target population including sub-segments (e.g. by age and medical conditions); and
- (iii) Provide instructions on mixing and re-constitution (if necessary) and on use and administration (including best practices, recommended syringe size and needle gauge / length for different populations, if any, instructions for ensuring all doses can be routinely withdrawn from a multi-dose vial, etc.).

### **7.2 Timing of Availability of Educational Materials**

Educational materials should be provided in advance of shipments of the Work and in a timely manner so as to allow for advance preparation of recommendations, guidelines and surveillance programs. At the latest, educational materials must be provided with the deliveries and then on an on-going basis thereafter, highlighting any information that has changed.

**ANNEX B - BASIS OF PAYMENT**

**1. Pricing Information**

All prices are firm unit prices, in Canadian dollars, transportation charges included, Custom duties are included; and where applicable, zero rated for Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Provincial sales taxes are not applicable. Each firm unit price is applicable for all destinations in Canada.

VACCINE		Firm Year 1 April 1 <sup>st</sup> 2018 to March 31 <sup>st</sup> 2019	Option Year 1 (if exercised) April 1 <sup>st</sup> 2019 to March 31 <sup>st</sup> 2020	Option Year 2 (if exercised) April 1 <sup>st</sup> 2020 to March 31 <sup>st</sup> 2021	Option Year 3 (if exercised) April 1 <sup>st</sup> 2021 to March 31 <sup>st</sup> 2022
Item 001	Brand Name:	QTY 85,000 ea	QTY 80,000 ea	QTY 80,000 ea	QTY 80,000 ea
	DIN:	\$_____/dose	\$_____/dose	\$_____/dose	\$_____/dose

**2. Delivery Schedule:**

- (a) The table below represents Canada's maximum estimated requirement.
- (b) The actual monthly quantities requested on Identified Users' Orders may not conform to the estimated amounts.
- (c) In each year of the Contract, the Contractor is guaranteed to receive Orders totalling a minimum of 75% of the total annual maximum quantity.
- (d) If additional Identified Users are added to the Contract, their quantities will be in addition to the minimum and maximum quantities described above.

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File No. - N du dossier

CCC No./N CCC - FMS No/ N

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**2018-2019 Estimated Quantities:**

FPT	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr - Mar	Overage	Min	Max
QC	-	-	-	-	-	-	-	20,000	30,000	20,000	10,000	5,000	85,000	17,000	76,500	102,000
<b>TOTAL</b>	-	-	-	-	-	-	-	<b>20,000</b>	<b>30,000</b>	<b>20,000</b>	<b>10,000</b>	<b>5,000</b>	<b>85,000</b>	<b>17,000</b>	<b>76,500</b>	<b>102,000</b>

Maximum 2018-19 Estimate	102,000
Minimum Work Guarantee (75%)	76,500
Stockpile (20%)	20,400

**2018-2019 Estimated Option Quantity, if exercised:**

FPT	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr - Mar	Max
QC	-	-	-	-	-	-	-	5,000	10,000	20,000	5,000	5,000	45,000	54,000
<b>TOTAL</b>	-	-	-	-	-	-	-	<b>5,000</b>	<b>10,000</b>	<b>20,000</b>	<b>5,000</b>	<b>5,000</b>	<b>45,000</b>	<b>54,000</b>

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### Annex C – Identified Users

Jurisdiction	Shipping	Invoice
Quebec	Logistics Support Unit Inc. (LSU) 1375 chemin Newton Boucherville, Québec J4B 5H2 A/S Vincent Lefebvre, Numéro de téléphone : 450 552-8083 x 1001	SigmaSanté 2953 rue Bélanger, bureau 202 Montréal, Québec H1Y 3G4 A/S Madame Stéphanie Plante, Numéro de téléphone : 514 376- 5600 x 227

**ANNEX D to PART 5 - BID SOLICITATION FEDERAL CONTRACTORS PROGRAM FOR  
EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour website.

Date : \_\_\_\_\_ ( YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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**ANNEX "E" to PART 3 OF THE BID SOLICITATION (*if applicable*)**

**1. Electronic Payments Instruments** (*As indicated in Part 3, clause 3.3.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*)

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)

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<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>	
<b>Contractor's Bid Dated</b>		

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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 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.

**Signature of Authorized  
Representative of Bidder**

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