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REQUEST FOR STANDING OFFER (RFSO)

Reference Number: 1000201293

CLOSING DATE: June 19, 2018 CLOSING TIME & ZONE: 2:00 PM, EDT

PROJECT TITLE: Standing Offer Agreement for the provision of scientific expert advice or review and

recommendation on non-clinical and Toxicology data.

Branch/ Directorate Health Products and Food Branch (HPFB), Therapeutic Products Directorate (TPD)

Health Canada

NOTE: Bid Submission Envelopes are to be delivered "only" to the following address:

Health Canada Bid Receiving Unit Hours of Operation: 07h30 to 16h30 (EDT)

Federal Records Centre Building,

161 Goldenrod Driveway, Address Locator 1801B

Ottawa, Ontario K1A 0K9 Attention: Randy Brown

RFSO Reference Number: 1000201293

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Name: Randy Brown

Senior Procurement and Contracting Officer

e-mail:randy.brown2@canada.ca

RFSO Issue Date: May 11, 2018

TABLE OF CONTENTS

PART I STATEMENT OF WORK (SOW)

1.0 Scope

- 1.1 Title
- 1.2 Introduction
- 1.3 Objectives of the Requirement
- 1.4 Definition of a Standing Offer Agreement (SOA)
- 1.5 Estimated Value and Duration of the Requirement
- 1.6 Background, Assumptions and Specific Scope of the Requirement
- 1.7 Allocation of Work
- 1.8 Call-Up Procedures
- 1.9 Cancellation of a Call-Up
- 1.10 Limitation of the Standing Offer Agreement
- 1.11 On-Going Opportunity for Qualification

2.0 Requirements

- 2.1 Tasks, Activities, Deliverables and Milestones
- 2.2 Specifications and Standards
- 2.3 Technical, Operational and Organizational Environment
- 2.4 Method and Source of Acceptance
- 2.5 Reporting Requirements
- 2.6 Contractor Project Management Control Procedures
- 2.7 Change Management Procedures
- 2.8 Ownership of Intellectual Property
- 2.9 Applicable Law

3.0 Other Terms and Conditions of the SOW

- 3.1 Authorities
- 3.2 Health Canada Obligations
- 3.3 Standing Offer Holder's Obligations
- 3.4 Location of Work, Work Site and Delivery Point
- 3.5 Language of Work
- 3.6 Conflict of Interest
- 3.7 Special Requirements
- 3.8 Security Requirements
- 3.9 Insurance Requirements
- 3.10 Travel and Living Expenses
- 3.11 eReview Requirements

4.0 Project Schedule

- 4.1 Expected Start and Completion Dates
- 4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

5.0 Required Resources / Types of Roles to be Performed

6.0 Applicable Documents and Glossary

- 6.1 Applicable Documents
- 6.2 Relevant Terms, Acronyms, Glossaries

PART II PROPOSAL REQUIREMENTS

7.0 Administrative Instructions

- 7.1 General Information
 - 7.1.1 Components, Language and Number of Copies
 - 7.1.2 Bid Validity Period
 - 7.1.3 No Payment for Pre-Contract Costs
- 7.2 Delivery Instructions for Bid/ Proposal
- 7.3 Non-Acceptance of Proposals by Facsimile or Electronic Means
- 7.4 Closing Date and Time
- 7.5 Time Extension to Closing Date
- 7.6 Non-Compliance / Unacceptable Proposals
- 7.7 Bidders Conference / Site Visits /Interviews
- 7.8 Announcement of Successful Contractor
- 7.9 Rights of the Crown
- 7.10 Standing Offer Agreement
- 7.11 Employment Equity
- 7.12 Procurement Business Number (PBN)
- 7.13 Order of Precedence

8.0 Technical Proposal

- 8.1 General Information
- 8.2 Proposed Team
- 8.3 Résumés of Personnel

9.0 Cost / Price Proposal

- 9.1 General Information
 - 9.1.1 Hourly Rate
 - 9.1.2. Travel

9.1.3 Goods and Services Tax / Harmonized Sales Tax

10.0 Enquiries

PART III BID SELECTION PROCESS

11.0 Introduction

12.0 Mandatory Requirements

- 12.1 Method of Evaluating
- 12.2 Mandatory Requirements

13.0 Point Rated Requirements

- 13.1 Method of Evaluating
- 13.2 Point Rated Requirements

14.0 Basis of Awarding Contract

15.0 Debriefing

PART IV INFORMATION TO ALL BIDDERS FOR PROPOSAL SUBMISSION

16.0 Bidder's Checklist

APPENDIX "A"	Signed Bidder's Information and Certifications
APPENDIX "B"	Security Requirement Checklist (SRCL)

APPENDIX "C" Sample Conflict of Interest Information Sheet

ANNEX "A" Exercise: 'Toxicological evaluation of proposed impurity limits for styrene,

Impurity X and Impurity Y in sodium polystyrene sulfonate drug product'

PART I STATEMENT of WORK

1.0 Scope

1. 1 Title

Standing Offer Agreement(s) for the provision of scientific expert advice or review and recommendation on non-clinical and toxicology data.

1.2 Introduction

The Therapeutic Products Directorate (TPD) at Health Canada (HC) requires the services of external scientific experts to provide scientific advice and/or review non-clinical data, concerns/issues on multiple different ongoing files for new drug submissions or supplemental new drug submissions.

The assessment will guide TPD in determining the final disposition of these submissions and any further evaluation of the product.

1.3 Objectives of the Requirement

On an as and when required basis provide scientific expert advice or review and recommendation on nonclinical data (e.g., pharmacology, non-clinical pharmacokinetics, toxicology, genotoxicity) and/or issues including those related to qualifying data for impurities, safe use of the product based on the level of the inactive ingredient(s) in the drug products on selected drug submissions filed by Pharmaceutical Companies, as identified by the Therapeutic Products Directorate (TPD), Health Canada (HC).

The Contractor shall perform the review of the information provided, verify the validity of the sponsor's conclusions and/or identify deficiencies in the data, and provide recommendations in the form of a written report. The report will also include the contractor's expert advice/comments in regard to the material provided.

Expertise in toxicology is required to evaluate the submission. Knowledge of the International Conference on Harmonization (ICH) guidelines and other relevant guidelines on review of non-clinical data and the statistical analyses thereof is essential. Link: www.ich.org.

1.4 Definition of a Standing Offer Agreement (SOA)

A Standing Offer Agreement (SOA) is not a Contract. It is an offer from a supplier to provide services on a prearranged pricing basis and under set terms and conditions for a specified period of time on an as-and-when requested basis. A separate Contract is entered into each time a "Call-up" is made against a SOA. Such Call-ups are made in accordance with the provisions of the SOA. The Crown's liability shall be limited to the actual value of the Call-ups made within the period specified in the SOA

1.5 Estimated Value and Duration of the Requirement

1.5.1 The total estimated value of all Standing Offer Agreements combined resulting from this Request for Standing Offer (RFSO), including option years, shall not exceed \$2,500,000.00 (CAD). It is estimated that Health Canada will spend approximately \$1,000,000.00 for the initial two (2) year period. At the sole discretion of Health Canada, this Standing Offer

Agreement may be renewed by up to three (3) additional one (1) year periods for a combined value not to exceed \$1,500,000.00.

1.5.2 Individual Call-ups against each Standing Offer Agreement must not exceed a total of \$80,000 (including applicable taxes).

1.6 Background, Assumptions and Specific Scope of the Requirement

The services of an external expert toxicologist will be used on an as and when required basis to provide more flexibility for TPD to meet the service standards for the review of drug submissions.

For each file to be reviewed, including provision of expert advice when needed, the estimated time allocated for the work to be done will be specified prior to initiating the work. The detail of the work to be completed will be agreed upon in writing between the Project Authority and the contractor.

1.7 Allocation of Work

Health Canada, will award Standing Offer Agreement(s) (SOA's) to all qualified bidders. The work is to provide independent scientific external expertise on an as and when required basis by the issuance of the Call-up Document.

Bidders must be compliant with the requirements of this Request for Standing Offer (RFSO), as indicated in Part III, *Bid Selection Process*. The work under any SOA will be allocated in the following manner.

The Project/Technical Authority may award a Call-up to the Contractor who, in HC's exclusive opinion, can best render the required service, based on the following factors:

- a) current, valid security screening level of the Contractor/firm;
- b) availability of the Contractor;
- c) Conflict of Interest Form (Appendix "C")
- d) established cost to complete the work.

1.8 Call-Up Procedures

- 1.8.1 Call-ups under this Standing Offer Agreement will be subject to the terms and conditions of this RFSO.
- 1.8.2 In accordance with the allocation of work for this Standing Offer Agreement (Section 1.7, *Allocation of Work*), when services identified in this RFSO are required, Health Canada will initiate the Call-up process, by forwarding a Contractor a Statement of Work (list of submission numbers) via email to a supplier.
- 1.8.3 The SOA holder shall acknowledge receipt of the Call-up document and respond within two (2) business days of receipt.
- 1.8.4 It is understood and agreed that the Standing Offer holder shall not commence any work until authorized in writing by Call-up issued by the Health Canada Project Authority or his/her delegate.

1.8.5 No costs incurred before receipt of a signed "Call-up Against a Standing Offer" from the Health Canada Project Authority, can be charged to any resulting SOA.

1.9 Cancellation of a Call-up

Health Canada reserves the right to cancel a Call-up at their discretion, and will only reimburse any costs incurred at that point that can be substantiated by proper documentation.

1.10 Limitation of the Standing Offer Agreement

For the duration of the SOA, the Standing Offer Holder agrees to notify in writing the Departmental Representative of his/her desire to withdraw from the SOA at a minimum of thirty (30) days prior to ceasing any provision of the services agreed to within the SOA.

Should the Standing Offer Holder default on any Call-Up issued, HC may, by notice to the Standing Offer Holder, terminate the whole or any part of the work. The Standing Offer Holder shall be liable to Her Majesty for any excess costs relating to the completion of the work.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

- 1. The Contractor shall perform a critical review (evidence based), in the form of a written report, for the material provided. A summary of the key findings in the data reviewed also needs to be a part of the report. The format of the report to be used is that of the Pharmaceutical Safety and Efficacy Assessment Template (PSEAT) (Please refer to Section 2.2 also).
- 2. The contractor shall apply personal expertise and consult up-to-date literature and/or other experts on non-proprietary medical/scientific issues, as necessary, to execute the tasks identified in the Table 2.1 below. The report will thus include the contractor's expert advice/ comments in regard to the material provided.
- 3. The contractor will have to formulate and forward any questions or clarifications for the sponsor to the Project Authority. These questions and appropriate analysis of the responses by the contractor should also be a part of the contractor's report in the appropriate section of the PSEAT.
- 4. Finally, the contractor may be called upon to discuss and provide scientific expert advice to help HC in its assessment of the risk-benefit of products under review.

2.1.1 To perform a critical review and provide expert scientific opinion, in the form of feedback or a written report, on issues including, but not limited to, the following:

- non-clinical data (e.g., pharmacology, non-clinical pharmacokinetics, toxicology, genotoxicity);
- responses to clarifaxes from sponsors that may require special toxicology or non-clinical expertise;
- appropriate safety levels of excipient ingredients identified in drug substances for ongoing drug submissions;
- qualifying data and studies for impurities identified during chemistry review of drug submissions;

• effect of shelf-life extensions on levels of impurities in drug substances for ongoing drug submissions;

Table 2.1 Tasks, Activities, Deliverables and Milestones (Work Breakdown Structure) for Review Related Tasks:

TASK	DELIVERABLE	LEVEL OF EFFORT	DUE DATE	HC REVIEW
"As and when required basis"	"As and when required basis"			
1. Preparation	The consultant will read briefing package(s) forwarded by the HC review bureau.	Up to 1-2 hrs.	TBD	N/A
2. To review the information provided and submit a written draft report (see 2.1) to the HC Project Authority for review and comments.	First draft report of the review (electronic copy) of the studies specified by HC (refer to 2.1.1), including clarifications requested from the sponsor and associated responses.	Project Authority and	Will be determined at the time of work to be carried out.	Up to 5 days from receipt of draft report to review and provide comments.
3. Teleconferences	The consultant will make him/herself available for teleconferences with the HC review bureau.	teleconference call.	To be scheduled on an as-needed basis by the Project Authority.	
2. The consultant will make the appropriate revisions of the draft report based on HC comments. The final revision will be sent to the HC Project Authority.		Will depend on the activity assigned and will be determined at the time of work to be carried out.	time of work to be	Review of the revised report within up to 3 business days.

2.2 Specifications and Standards

All written reports will be submitted to the appropriate Project Authority.

These written reports must adhere to the following guidelines:

- Electronic Format: Microsoft Office Word using the Product Safety and Efficacy Assessment Template (using relevant section of the appropriate section of PSEAT);
- All recommendations and/or opinions must be evidence based, and represent an objective critical analysis that is presented in a concise, logical manner using appropriate scientific terminology;
- Must comply with guidelines, including ICH, as well as any applicable TPD Standard Operating Procedures (SOPs) (as provided to the contractor by TPD).

2.3 Technical, Operational and Organizational Environment

Strict confidentiality must be upheld in order to protect trade secrets and patient privacy.

The work will be performed on the Contractor's site. The Standing Offer Holder(s) are expected to be in contact with the HC Project Authority on occasion on an as needed basis

2.4 Method and Source of Acceptance

All deliverables and services rendered under the SOA Call-up are subject to inspection by the Project Authority or a designated representative. Should any service or deliverable not be to the satisfaction of the Project Authority, as submitted, the Project Authority will reserve the right to reject it or require correction before payment will be authorized.

Where specifically required to do so by Health Canada, the Contractor must provide the services of the personnel named in the proposal to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

Should any of the Contractor's personnel at any time be unable to provide services, the Contractor shall be responsible for providing replacement personnel at the same cost who shall be of same or greater ability and attainment, and whom shall be acceptable and authorized by the Project Authority. Under no circumstance shall the Contractor allow the performance of services by a replacement resource that has not been authorized by the Project Authority.

2.5 Reporting Requirements

The contractor will provide written draft and final reports and participate in teleconferences as required for each task scheduled in Section 2.1.

2.6 Contractor Project Management Control Procedures

The Health Canada individual identified in the Call-up as the HC Project Authority will ensure the contract will be brought in on time, on budget and is of an acceptable quality.

2.7 Change Management Procedures

Health Canada does not anticipate any changes to the requirements detailed in this RFSO. However, if changes do arise they must be done in writing by the HC Project Authority, and an amendment must be prepared to reflect these changes.

2.8 Ownership of Intellectual Property

The Crown will own the Copyright of all the Intellectual Property (IP) produced in any SOA signed by the contractor as a result of this RFSO. Health Canada has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada, as per Section 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising Under a Crown Procurement Contract which states that the Crown may retain ownership of the intellectual property: "Where the Foreground consists of material subject to copyright with the exception of computer software and all documentation pertaining to that software."

2.9 Applicable Law

The Standing Offer Agreements (s) and any resultant Call-ups shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in 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 Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, it acknowledges the applicable law specified is acceptable to the bidder.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

Names will be provided in each Call-up.

Departmental Representative:

Identified in the Articles of Agreement between the Crown and the Contractor, the Departmental Representative is the officer or employee of the Crown who is authorized by the Minister to perform any of the Departmental Representative's functions under the Standing Offer Agreement.

Project Authority:

Identified in each individual call-up document, the HC Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work under any resulting Call-up against the SOA(s). Any proposed changes to the scope of the Call-up are to be discussed with the HC Project Authority, and confirmed by a Call-up amendment issued by the HC Project Authority.

Health Canada Administrative Contact:

The Health Canada Administrative Contact is responsible for all matters concerning the administrative and invoicing issues under any resulting Call-up against any of the SOA(s).

3.2 Health Canada's Obligations

Health Canada shall provide the following:

- access to all the referenced information
- ensure availability of staff with whom the contractor may need to consult;
- provide comments on reports;
- schedule teleconferences, if required;
- provide applicable documentation as per Section 6.1;
- provide other assistance or support;
- hardware/laptop and account access when required.

3.3 Standing Offer Holder's Obligations

Upon receipt of a duly authorized Call-up from Health Canada, the Contactor shall provide the services in accordance with the Statement of Work, and the specific delivery requirements as described in the Call-up:

- communicate to the HC Project Authority well in advance if they will not be able to complete the tasks, deliverables and milestones as identified in Section 2.1 within the time frame:
- submit all written reports in electronic Microsoft Office Word or WordPerfect;
- follow the TPD applicable guidelines and templates provided by the HC Project Authority:
- participate in teleconferences, as needed;
- maintain security clearance with no conflict of interest for the duration of the contract;
- maintain open communication (phone, e-mail, etc.) with the HC Project Authority in a timely manner;
- complete a Conflict of Interest Form, Section 3.8, Appendix "C" prior to each assigned work requirement;
- return all materials/equipment belonging to Health Canada upon completion of the SOA.

3.4 Location of Work, Work Site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFSO must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel when needed. It is expected that the work will be performed off-site.

3.5 Language of Work

All written and oral communication will be in English.

3.6 Conflict of Interest

A separate Conflict of Interest Form (refer to Appendix "C") is to be completed by the Contractor's Resource or Individual Contractor and signed off/accepted by Health Canada prior to every Call-up being issued.

3.7 Special Requirements

The Contractor will be required to access all documentation via Health Canada's Web Office 2.0 /Citrix site and will be provided with an account. If and when needed Health Canada will provide the necessary hardware/laptop and VPN account access for connection to the Health Canada network.

Under no circumstances will the Contractor be permitted to download information to their computer/hardware. As well the Contractor will not be permitted to upload any files to a Health Canada LAN drive. Any and all data must be worked on and stored on the HC LAN drive assigned with the provided Web office account/access via a Health Canada laptop as required.

Under no circumstances can the Contractor print and/or store/file any of the information available on the HC LAN.

No other individuals/personnel in the vicinity of the Contractor's computer shall be permitted to view any of the on-line data.

3.8 Security Requirements

The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by Health Canada or CISD/PWGSC.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of Health Canada.

The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix "B";
- (b) Industrial Security Manual (Latest Edition).

It is a condition that, prior to performance of any obligation under any Call-up resulting from this RFSO, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the reliability level.

If the successful bidder does not have the required reliability level prior to performance of any obligation under any contract resulting from this RFSO, Health Canada will sponsor the security screening for the Contractor and sub-contractors and their employees assigned to the performance of such contract until it is obtained. However, no Call-up against any Standing Offer can be permitted for that resource until the required security clearance is obtained.

3.9 Insurance Requirements

It is the sole responsibility of the Standing Offer Holder to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the SOA and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Standing Offer Holder at its own expense.

3.10 Travel and Living Expenses

N/A

3.11 eReview Requirements:

Access to docuBridge (eReview viewing tool) may be granted to consultants in order to perform the work outlined in the "Statement of Work for Services". A one-hour web conferencing/training session on DocuBridge will be provided as required. Access to DocuBridge will be provided through the department Citrix Web Office infrastructure. Due to its technical design, Web Office access also allows for Internet access. This Internet access is intended for Health Canada employees only and is monitored on a routine basis for any unauthorized or inappropriate use. By signing any potential Standing Offer Agreement/Call Up the Contractor agrees to refrain from using Health Canada's Internet access and acknowledges that unauthorized or inappropriate use of Health Canada's Internet access may result in repercussions.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The initial period of the SOAs will be for two (2) years from date of signing of the Standing Offer Agreement(s) and include three (3) one (1) year optional periods which may be exercised at Health Canada's discretion. The total duration of the SOA's may be up to five (5) years.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Please refer to Section 2.1, Tasks, Activities, Deliverables and Milestones for work breakdown structure.

5.0 Required Resources/Types of Roles to be Performed

Contractor shall have the following background and requirements to be provided upon request:

Experience and expertise in review of non-clinical information (e.g. pharmacology, non-clinical pharmacokinetics, toxicology, genotoxicity).

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

Upon contract award, HC shall provide the contractor with the PSEAT template and SOPs.

6.2 Relevant Terms, Acronyms and Glossaries

HC - Health Canada

TPD - Therapeutic Product Directorate

OPPRS - Office of Planning, Performance & Review Services

SOW - Statement of Work TC - Teleconference N.A. - Not-Applicable

SOP - Standard Operating Procedure

BCANS - Bureau of Cardiology, Allergy and Neurological Sciences
BMORS - Bureau of Metabolism, Oncology and Reproductive Sciences
BGIVD - Bureau of Gastroenterology, Infection and Viral Diseases

ORM - Office of Risk Management

MD - Medical Doctor

PSEAT - Pharmaceutical Safety and Efficacy Assessment Template

ICH - International Conference on Harmonization

PART II PROPOSAL REQUIREMENTS

7.0 Administrative Instructions

7.1 General Information

7.1.1 Components, Language and Number of Copies

You are invited to submit the copies of your proposal in either official language (English or French) as specified below. The RFSO Reference Number and the name of the Departmental Representative must be marked on the cover page of each document, binder and respective envelopes.

Your proposal **must** be structured in the following manner:

- -one original covering letter, and 4 copies signed by an authorized representative of your firm;
- -five (5) copies of the Technical Proposal <u>including</u> with each copy the <u>signed</u> certification Appendix "A"; and
- **-two (2) copies** of the Financial Proposal, contained in a separate sealed envelope. Failure to provide the Financial Proposal in a separate sealed envelope will render your bid non-responsive.

7.1.2 Bid Validity Period

Please refer to Appendix "A" - Certifications

7.1.3 No Payment for Pre-Contract Costs

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFSO. No costs incurred before receipt of a signed SOA and Call-up or specified written authorization from the Departmental Representative can be charged to the proposed contract.

7.2 Delivery Instructions for Bid / Proposal

Bid submission envelopes are to be returned to the following address:

Health Canada Bid Receiving Unit Federal Records Centre Building, 161 Goldenrod Driveway, Address Locator 1801B Ottawa, Ontario K1A 0K9 Attention: Randy Brown

RFSO Reference Number: 1000201293

All bids must be time stamped at the Bid Receiving Unit. Each bid submission envelope must include -the RFSO reference number and

-the name of the responsible Departmental Representative

Proposals are to be submitted directly to the attention of the Departmental Representative and address shown as the "Issuing Office" on the cover page of this RFSO package.

The onus for submitting bids on time at the specified location rests with the bidder. It is the responsibility of the bidder to ensure correct and timely delivery of the entire bid to the Crown, including all required information and proposal pages.

7.3 Non-Acceptance of Proposals by Facsimile or Electronic Means

Proposals sent by fax, telex, e-mail and telegraphic means will **not** be accepted.

7.4 Closing Date and Time

All proposals must be received at the specified location by 2:00 PM EDT, June 19, 2018. Proposals received after this time will be returned unopened.

7.5 Time Extension to Closing Date

Requests for a time extension to the closing date will not be considered.

7.6 Non-Compliance / Unacceptable Proposals

Failure to meet the mandatory requirements of this RFSO will result in your proposal being declared non-responsive.

Proposals received after the proposal closing time will not be considered and will be returned unopened to the bidder. Further, for any proposals which are found to be non-compliant, the financial part of the bid or proposal will be returned unopened with a letter from Health Canada indicating that the bid/proposal was non-compliant.

7.7 Bidders Conference / Site Visits

N/A

7.8 Announcement of Successful Contractor

The name(s) of the successful bidder(s) will be announced on 'BuyandSell.gc.ca' only upon SOA award and sign-off.

7.9 Rights of the Crown

The Crown reserves the right to:

- -reject any or all proposals received in response to this RFSO;
- -accept any proposal in whole or in part; and
- -cancel and/or re-issue this requirement at any time.

7.10 Standing Offer Agreement (SOA)

The successful Bidder(s) for this requirement will be expected to enter into agreement with Health Canada as per departmental terms and conditions. These terms and conditions will govern and form part of any Call-up issued against this SOA.

7.11 Employment Equity

Please refer to Appendix "A" - Certifications

7.12 Procurement Business Number (PBN)

Public Works and Government Services Canada (PWGSC) has adopted the Procurement Business Number (PBN) for all its purchasing databases, and now requires that its suppliers have one for each of their offices that may be awarded contracts. Register with Contracts Canada's Supplier Registration Information (SRI) service to obtain your PBN. As an existing or potential supplier to the Department, you must obtain a PBN to avoid possible delays of any contract award. It is Health Canada's intention to use this sourcing system for all its procurements of goods and services to which the trade agreements do not apply.

SRI is a database of suppliers who have registered to do business with the Government of Canada. The PBN is created using your Canada Customs and Revenue Agency Business Number to uniquely identify a branch, division or office of your company. Unlike many existing departmental vendor databases, your information in SRI is accessible to all federal government buyers. SRI can help to open up new opportunities with the federal government for requirements not posted on the electronic tendering service, MERXTM.

Visit the Contracts Canada Internet site at http://contractscanada.gc.ca/en/busin-e.htm for information and registration procedures. Alternatively, you may contact a Supplier Registration Agent at: 1-800-811-1148 or, in the National Capital Region, at 956-3440.

7.13 Order of Precedence

In the case of any dispute which may arise during the period which may be covered by any ensuing SOA, the following documents will be considered in order of precedence in terms of importance in resolving any disputes between the parties:

The Call-Up Against SOA;

The Health Canada Standing Offer Agreement(s);

Any changes to the terms and conditions contained herein which have been approved by General Counsel for Health Canada;

The Statement of Work in this RFSO:

The terms identified in this RFSO and

The Standing Offer Holder's Proposal.

8.0 Technical Proposal

8.1 General Information

Your technical proposal must meet all of the Mandatory Requirements listed in Section 12.0, as well as the minimum score identified for the Point Rated Requirements in Section 13.0.

Furthermore, your technical proposal should include the following:

8.2 Proposed Team

8.2.1 Personnel

Identify the proposed personnel, including **Project Manager**, who will be assigned to this contract, describe the role they will be performing, including the amount of direct time dedicated to the project by principals and/or senior personnel, and explain why they are well suited for the work, referring to their qualifications, certifications, education and experience.

If applicable, include a list of proposed sub-contractors, with reference to their capabilities, experience and degree of involvement in the work.

The bidder must certify in the technical proposal that the information provided in all the personnel résumés has been verified to be true and accurate. In addition, for every resource proposed by the bidder who is not an employee of the firm, the actual resource must certify that they are aware that they are being bid as part of the bid/ proposal and state their relationship with the firm.

Please note all **individuals** listed must have or obtain a valid security clearance at the Reliability Level.

8.3 Résumés of Personnel

Attach résumés of proposed personnel.

9.0 Cost / Price Proposal

9.1 General Information

The Price Proposal must contain a detailed breakdown of the **total quoted price**, by phase, or by major tasks, or both. The Price Proposal should address each of the following, if applicable:

9.1.1 Hourly Rate

For each individual and/or labor category to be employed on the project, including subcontractors, indicate the proposed time rate and the estimated time requirement. Although detailed support for the rates is not requested at this time, you should be prepared to substantiate the proposed rates.

9.1.2 Travel

N/A

9.1.3 Goods and Services Tax / Harmonized Sales Tax

Various items in your cost proposal may be subject to GST / HST or custom duties however these are NOT to be included in the cost estimates.

10.0 Enquiries

All enquiries or issues concerning this procurement must be submitted **in writing only** to the Departmental Representative named on the front cover page of this RFSO document **not later than seven** (7) **working days (June 12, 2018 2: PM, EDT) prior to the bid closing date** to ensure consistency and quality of information to Bidders, the Departmental Representative will provide, simultaneously to all bidders to which this solicitation has been sent,

- any information with respect to significant enquiries received, and
- the replies to such enquiries without revealing their sources, provided that such enquiries are received no less than seven (7) working days (June 12 2018, 2:00 PM EDT) prior to the bid closing date.

All enquiries and other communications with government officials throughout the solicitation and evaluation period are to be directed **only** to the Departmental Representative named on the front cover page of this RFSO document. **Non-compliance with this condition during the bid solicitation and evaluation period may be sufficient reason for bid disqualification.**

PART III BID SELECTION PROCESS

11.0 Introduction

The Bid Evaluation Committee will evaluate bids, which have been received by the closing date and time stipulated on the front cover of this RFSO and in Section 7.4 (**June 19, 2018, 2:00 PM EDT,**), on the basis of the contents of the Bidder's submitted proposal and NOT on any prior knowledge or experience with the Bidder or the Bidder's work. It is, therefore, the Bidder's responsibility to ensure the proposal is complete, clear and that it provides sufficient detail to allow the evaluators to assess it on the basis of the **Mandatory Requirements** and **Point Rated Requirements** contained herein. Relevant supporting documents should be provided when required as appendices.

The bid evaluation process has three main components, assessment of the:

- 1) Technical Proposal against Mandatory Requirements;
- 2) Technical Proposal against Point-Rated Requirements; and,
- 3) Cost/Price Proposal.

Each of these is summarized below.

12.0 Mandatory Requirements

12.1 Method of Evaluation

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "**Yes**" or "**No**". Proposals not receiving "**Yes**" for any mandatory requirement will *not* be considered further.

12.2 Mandatory Criteria

Attention Bidders: Each of the below Mandatory Criteria MUST be included in the technical Proposal. Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Bidders <u>MUST</u> meet <u>ALL</u> the mandatory requirements described below. This will be evaluated as Yes" or "No". Proposals not receiving "Yes" for any mandatory requirement will *not* be considered further.

Mandatory Criteria	Page #	YES	NO
M1. Bidders MUST provide demonstrated evidence, by providing a detailed curriculum vitae for each proposed resource, of a minimum total of three(3) years of experience within the last five(5) years (final date of inclusion is March 31 st , 2018) of working experience critically assessing toxicological data. This experience could be gained from a consulting firm, pharmaceutical or biotechnology company, regulatory agency or academic institution. The potential consultant should also highlight their area of expertise (e.g. reproductive toxicology, genotoxicity, teratology, general toxicology, etc).			
M2. The resource(s) proposed by the Bidder MUST have a minimum of a D.V.M or M.D. or Master's degree from a recognized university, in toxicology or a related discipline. Copy of degree required for each resource. Please note that a 'world equivalency'/credential is required for any non-Canadian degrees.			
M3. All proposed resources MUST have individually completed the exercise entitled "Toxicological evaluation of proposed impurity limits for styrene, Impurity X and Impurity Y in sodium polystyrene sulfonate drug product' as part of this proposal. (See Annex A).			
M4. Certifications at Appendix A Bidders MUST sign and submit ALL Certifications at Appendix "A" with the technical proposal.			

13.0 Point Rated Requirements

13.1 Method of Evaluation

A proposal with a score less than 70% per question for technical compliance will be considered **non responsive**, and eliminated from the competition.

13.2 Point Rated Requirements

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Rated Criteria	Points allocated for the criteria	Score
R1. Experience	10	
The bidders proposed resource(s) must have demonstrated experience working in the private pharmaceutical industry, or regulatory body in toxicology relative to the duties (see Work Breakdown Structure - Section 2.0)		
Demonstrated Experience:		
Rating Scale:		
- =/> 10 years experience - 10 points - 5 to 9 years experience - 8 points - 3 to 4 years experience - 4 points		
R2. Education	10	
Additional points will be allocated for certifications such as:		
-diplomat of American Board of Toxicology -European Registered Toxicologist (5 points each up to a maximum of 10 points)		

R3. Sample of Work - each proposed resource is to provide a sample of work (up to a maximum of 100 single sided pages including all texts, tables, appendices in a legible font, not including any references) to support their knowledge and experience in critically assessing toxicological data and performing risk-benefit evaluations for human therapeutic products. (See rating table below)	50	
R4. Exercise - Taking into account Health Canada and the International Conference on Harmonization guidelines (www.ICH.org) and other relevant guidelines, each proposed resource MUST complete the Exercise entitled: 'Toxicological evaluation of proposed impurity limits for styrene, Impurity X and Impurity Y in sodium polystyrene sulfonate drug product' attached as Annex A. (See rating table below). Up to 15 pages only, 8.5. x 11 paper, single sided, 11 pt font.	30	
TOTAL	100	
Minimum Points Required	70	

R3 - Scoring of Work Samples

Criteria	Guidance for scoring	Points/50
Quality of the presentation	-Organization -Logical flow of information	5
Quality of written language	read and understand -Grammar and spelling	5
Quality of the science	-Are quality references provided? -Knowledge of toxicology -Quality discussion of toxicological findings -Knowledge of relevant international guidelines	25
Quality of summaries, conclusions and recommendations	-Are main issues well presented? -Are issues addressed appropriately? -Ability to extrapolate animal data to the human situation -Ability to perform risk-benefit evaluations	15

R4 - Scoring for Exercise - Annex 1

Criteria	Guidance for scoring	Points/30
Quality of the presentation	-Organization -Logical flow of information	5
Quality of written language	-Easy to read and understand -Grammar and spelling	5
Quality of the science	-Are relevant references provided? -Knowledge of toxicology -Quality discussion of toxicological findings -Knowledge of relevant regulatory guidelines	15
Quality of summaries, conclusions and recommendations	-Are main issues well presented? -Are issues addressed appropriately? -Ability to extrapolate animal data to the human situation -Ability to perform risk-benefit evaluations	5

14.0 BASIS OF AWARDING CONTRACT

Compliant Combined Rating of Technical Merit and Price:

It is understood by the parties submitting proposals that, to qualify, bidders must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 80% of the bid and price at 20%.

Example 1 - Contractor Ranking

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 80% Price: 20%

Technical Score = $\underline{\text{Bidder's Points}}$ x 80% Cost Score = $\underline{\text{Lowest Bid}}$ x 20% Maximum Points Bidder's Cost

Total Score = Technical Score + Cost Score

15.0 Debriefing

A debriefing will be provided, on request, only following entry by Health Canada into a Standing Offer arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder should contact the Contracting Officer identified in section 7.2 of the RFSO. The debriefing will include an outline of the reasons the submission was not successful, by referencing the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

PART IV INFORMATION TO ALL BIDDER'S FOR PROPOSAL SUBMISSION Refer to Section 7.0 Instructions to Bidders for Proposal Completion of the RFSO

Below is a <u>CHECKLIST</u> for ALL Bidders to complete. Bidders can include this checklist in their proposal.

16.0 RFSO BIDDER'S CHECKLIST

PLEASE USE THIS LIST TO ENSURE BIDDERS HAVE PROVIDED HEALTH CANADA WITH ALL OF THE REQUESTED INFORMATION.
FAILURE TO PROVIDE ALL OF THE DOCUMENTS LISTED BELOW WILL RESULT IN YOUR BID BEING ELIMINATED.

The following TWO (2) separate packages will be required:

<u>PACKAGE 1 - TECHNICAL PROPOSAL</u>: Refer to Part 12.2 and 12.3 Please provide "<u>five (5) copies</u>" of the following:

□Cover letter (1 original and 4 copies) signed by the individual or an authorized representative of the
firm;
□Technical proposal details comprising of information as indicated in Section 8 of the RFSO and to
include
□Completed table 12.2 indicating page numbers for all Mandatory Criteria listed
□Completed table 13.2 indicating page numbers for all Rated Criteria listed
□Copies of resumes for all individuals proposed outlining experience as per Section 8 and M1;
□Copy of university degree as per Mandatory Criteria M2 for all individuals involved and copy of
equivalency if indicated.
□Signed Certifications found in Appendix A as per Mandatory Criteria M5
□Attached sample of work (maximum of 100 pages) as per Rated Criteria R3 duly organized and
paginated.
□Completed exercise "Toxicological evaluation of proposed impurity limits for styrene, Impurity
X and Impurity Y in sodium polystyrene sulfonate drug product" (found in Annex A) as per
Mandatory Criteria R4.

Please Note:

Read information regarding Security Clearance requirements as per clause 3.7

NOTE: Bidders MUST have the required Security Clearance for ALL resources at the Reliability security level before a Call-up can be issued. If the Bidder's resource(s) have the necessary security clearance, please provide the PWGSC CISD Security Number within their resume. This number will be verified with PWGSC.

PACKAGE 2 - COST PROPOSAL

In a Separate Sealed Envelope, please include TWO (2) copies of your Cost Proposal as outlined in Section 9 of the RFSO.

PLEASE NOTE THE RFSO REFERENCE NUMBER, AND THE NAME OF THE CONTRACT OFFICER WHICH MUST BE MARKED ON ALL DOCUMENTS, BINDERS AND RESPECTIVE ENVELOPES.

Appendix "A"

BIDDER'S INFORMATION AND CERTIFICATIONS (MUST BE COMPLETED AND SUBMITTED WITH THE TECHNICAL PROPOSAL)

The following information/certifications are required with the bid. Failure to provide a copy of the information/certifications appendix document with <u>each copy</u> of the technical proposal will render your bid non responsive.

.0 Legal name and bidder's information (print clearly)
sidder's Legal Name
sidder's Complete Address
sidder's Phone number ()
sidder's Authorized Representative
sidder's Authorized Representative Phone number ()
sidder's Authorized Representative e-mail
sidder's Procurement Business Number
sidder's province in which he is incorporated.
.0 Compliancy with Terms and Conditions
The Bidder by signing below hereby certifies that it has read the RFP in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles clauses, terms and conditions contained or referenced in this RFSO document.
ignature of the Authorized Representative Date

3.0 Certification of Education, Experience and Qualifications

Offers, to be considered responsive, must contain the following certification:

"The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the work or part of the work is either an employee of the Bidder or under a written agreement to provide services to the Bidder."

The Crown reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- unverifiable or untrue statement;
- unavailability of any person proposed on whose statement of education and experience the Crown relied to evaluate the offer and award the Contract.

Signature of the Authorized Representative	
Date	
4.0 Certification of Availability and Status of Person	nel
Availability of Personnel and Facility	
The Bidder certifies that, should it be authorized to prove resulting from this solicitation, the persons and facility p to commence performance of the work within a reasonal will remain available to perform the work in relation to	proposed in its offer will be available ble time from Contract award, and
Status of Personnel	
If the Bidder has proposed any person in fulfillment of the employee of the Bidder, the Bidder hereby certifies that person (or the employer of such person) to propose the sthe work to be performed in fulfillment of this requirem résumé to the Contracting Authority.	it has written permission from such ervices of such person in relation to
During the offer evaluation, the Bidder MUST upon the provide a copy of such written permission, in relation to Bidder agrees that failure to comply with such a request Bidder's offer from further consideration.	any or all employees proposed. The
Signature of the Authorized Representative	Date

		RFSO Reference Number 1000201293
5.0	Bid Validity Period:	
	s to certify below that all pricing identified in the bid/pre hundred and twenty (120) days from the closing date of	
Signa	ture of Authorized Representative of the Ridder	Date

6.0 Employment Equity (over 200K)

The Federal Contractors Program for Employment Equity requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All bidders must check the applicable box(es) below. Failure to do so may render the bid non responsive.

Program requirements do not apply for the following reason(s):
 () bid is less than \$200,000; () this organization has fewer than 100 permanent part time and/or full time employees across Canada; () this organization is a federally regulated employer;
or, program requirements do apply:
() copy of signed Certificate of Commitment is enclosed; or () Certificate number is
NOTE: The Federal Contractors Program for Employment Equity applies to Canadian based bidders only. The Certificate of Commitment criteria and other information about the Federal Contractors Program for Employment Equity are available in the PWGSC Standard Acquisition Clauses and Conditions (SACC) Manual, Section 2, and on the Government Electronic Tendering Service.
Signature of Authorized Representative of the bidder Date
7.0 Joint Venture/Partnership
A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN: a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.
A joint venture is an arrangement where two or more person (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.
The bidder certified that his bid is submitted to the Crown as a: (please choose one)
Sole proprietary business []
A Joint Venture (bidder must provide detail) []

	RFSO Reference Number 1000201293
Partnership (bidder must provide detail) []	
Signature of Authorized Representative of the hidder	Date

RESO	Reference	Number	100020	1293
RESU	reletette	number	IUUUZU	1233

Appendix 'B'

SECURITY REQUIREMENT CHECKLIST



Gouvernment Gouvernment du Canada

Contract Number / Numéro du contrat 1000201293 Security Classification / Classification de sécurité Unclassified

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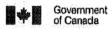


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	TOP SECRET-SIGINT TRES SECRET-SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET NATO SECRET	COSMIC TOP SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS			
	Special comments: Commentaires spéciaux :			
	NOTE: If multiple levels of screen REMARQUE: SI plusieurs niveau	ng are identified, a Security Classifi ux de contrôle de sécurité sont red	callon Guide must be provided. uls, un guide de classification de la s	Acurilà doll Aire fourni
Du pers	screened personnel be used for por connel sans autorisation sécuritaire will unscreened personnel be escor	tions of the work? peut-il se voir confier des parties c ed?		No Yes Non Oul No Yes
Dans l'a	affirmative, le personnel en question	sera-I-II escorié?		L Non LOut
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premise	es? nisseur sera-t-il tenu de recevoir et :	잃지 하지 않지다는 그 이번 살아.	SIFIED information or assets on its si nements ou des blens PROTÉGÉS e	V Non Oui
11. b) Will the Le four	supplier be required to safeguard C nisseur sera-t-il tenu de protéger de	COMSEC information or assets? a renseignements ou des biens Co	DMSEC?	No Yes
PRODUCTIO	ON .	and the second s		
occur at Les inst	the supplier's site or premises?		ED and/or CLASSIFIED material or eq paration at/ou modification) de matérie	✓ Non Cul
INFORMATIO	ON TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF A LA TECHN	OLOGIE DE L'INFORMATION (TI)	
Informat Le fourn	ion or data?	ores systèmes informatiques pour tr	ce or store PROTECTED and/or CLAS siter, produire ou stocker électroniquen	Non I IOui
Dispose	e be an electronic link between the st ra-t-on d'un lien électronique entre le rementale?	opplier's IT systems and the govern système informatique du fournisse	nent department or agency? Ir et celui du ministère ou de l'agence	No Yes Non Oul
TBS/SCT 35	0-103(2004/12)	Security Classification / Classification		Canadă

Health



Gouvernement du Canada

Contract Number / Numéro du contrat

1000201293

Security Classification / Classification de sécurité
Unclassified

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. b) Will the docu	mer	ntatio	n at	lached to this	SRCL be	PROTEC	TED and/or	CLASSIFIED?							No	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canadä'



Government of Canada

Gouvernement du Canada Gontract Number / Numéro du contrat 1000201293

Security Classification / Classification de sécurité Unclassified

PART D AUTHORIZATION / PAR	TIE D - AUTORISATIO	N			
13. Organization Project Authority / Name (print) - Nom (en lettres moul	Chargé de projet de l'or ées)	rganisme Title - Titre		Signature	
Mandy Collier			PPRS, TPD	Signature	U CoOlin
Telephone No N° de téléphone 613-946-1246	Facsimile No, - N° de	e télécopleur	E-mail address - Adresse co mandy.colller@canada.ca	ourriel	Date 30/18
14. Organization Security Authority / Responsable de la séc		curité de l'orga	nisme		1 141.0110.
Name (print) - Nom (en teitres mould	ées)	Title - Titre	nin UFACEN	Signature	20.10
Telephone No N° de téléphone	Facsimile No.: N° de	télécopleur 19100	E-mail address - Adresse co		Date SING
Are there additional instructions Des instructions supplémentaire	s (p. ex. Guide de sécu	acunty Classiff	cation Guide) attached?		THE TYPE
16. Procurement Officer / Agent d'ar Name (print) - Nom (en lettres moulé Ryman y Busu.	es)	Tille-Titre SISTALE PROCUIR	L Lunion Office	Signature	and By
Telephone No N° de téléphone	Facsimile No Nº de	télécopleur	E-mail address - Adresse of	ourriel	Pate 2018/05/08
17. Contracting Security Authority / A Name (print) - Nom (en lettres moulé		matière de sé Title - Titre	curité	Signature	
Draws L wissy		ว์ถ	uning usquit	1	2 aul
Telephone No N° de téléphone Tord 1915 5774	Facsimile No Nº de	télécopleur glud	E-mail address - Adresse of		Date 91518

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada'

Appendix "C"

FOR INFORMATION PURPOSES ONLY COMPLETED

PROTECTED "B" WHEN

CONFLICT OF INTEREST INFORMATION SHEET

Please Note: This Conflict of Interest Sheet is for informational gathering purposes only. The collection of this data in no way infers that Health Canada is offering you a contract.

No obligation or commitment is being offered.

Date:	
Name of Manager:	
Bureau:	
Telephone No.:	
Proposed Resource:	

ORAL TELEPHONE DISCUSSION

Please answer Yes or No for each of the following questions and provide additional details as needed. Use a separate sheet of paper if required. Answering Yes to any of the questions does not necessarily mean that a potential resource is disqualified from consideration for an assignment but requires that the details surrounding the positive response will require further discussion.

	Y E S	N O	COMMENTS
1. Have you ever been employed by, a parent company, a subsidiary or a competitor as an employee? If Yes, please answer the following questions: § When did you terminate employment? § What was the nature of position?			
2. Have you received any consulting opportunities, contracts and/or grants from, a parent company, a subsidiary or a competitor? (This may include contracts and grants imputed through your employer) If Yes, please answer the following questions: § What was the value of the contract/grant or consulting opportunity? § What was the nature of the work that was performed?			
3. Have you participated as the principal investigator in scientific studies related to?			
4. Have you participated on committees advising in regard to?			

5. Have you performed any research work funded by grants from company?	
related to the drug in question? When was the work performed? related to any other drug? What was the drug? When was the work performed? If YES, when was the grant/funded	
ceased?	
6. Do you own shares of the sponsor, a parent company, a subsidiary or a competitor?	
If yes, what is their current value?	
7. Do your spouse and/or children, have any financial interest	
8. Are your spouse or children employed by, a parent company, a subsidiary or a competitor? If Yes, please specify, the following \$ What is the nature of the work performed?	
(9) Have you ever worked as a public servant for the federal government? If so please advise date of termination.	

OTHER CONFLICT OF INTEREST QUESTIONS

Please answer yes or no for each of the following questions and provide additional details as needed. Use a separate sheet of paper if required. If you answer "Yes" to any of the questions, please contact the Health Canada Manager named above to discuss further details. If you have answered "No" to all the questions, please sign and return to the Health Canada Manager.

ES		
	NO	COMMENTS
	E 3	_

(11) Do you have any previous, present		
and/or potential contracts, grants and/or		
contributions with the pharmaceutical		
and/or medical device industry related to		
drugs to treat?		
If yes, please answer the following:		
When was the work performed?		
What was the nature of the work?		
(12) Have you provided any advice to or		
have close association with		
pharmaceutical and/or medical device		
industry related to		
type of drugs/medical devices?		
If yes, What was the nature of the advice?		
(13) Have you produced any publications		
that were sponsored/supported/funded by		
the pharmaceutical and/or medical device		
industry related to type of		
drugs/medical devices?		
If yes, please name and date the		
publications, and the amount of support		
provided.		
(14) To the best of your knowledge do any		
of the following persons or institutions		
have a financial interest in		
?		
An organization in which you serve as an		
officer, director, trustee, partner or		
employee.		
A person or organization with which you		
are negotiating for prospective		
employment or have an arrangement for		
prospective employment.		
(15) Have you ever participated (ie.		
delivered speeches) in seminars or		
promotional meetings that dealt		
with ?		
If yes, please provide the date and name of		
the meeting/seminar.		
(16) Have you authored or co-authored or		
do you have in preparation any scientific		
paper or other document concerning		
?		
If yes, please provide a copy of the		
manuscript or journal citation.		

(17) Have you attended conferences and		
meetings where all or part of the travel		
and accommodation costs were provided		
by, a parent company, a		
subsidiary or a competitor? If yes, please give the dates and details.		
(18) Have you received any gifts and	-	
hospitality of significant value (over		
\$1000) from a parent		
company, a subsidiary or a competitor?		
If yes, please give the dates and details?		
(19) Have you participated as an Expert		
Witness for, a parent		
company, a subsidiary or a competitor?		
If yes, please provide the details?		
(20) Do you hold any Patents/Royalties or		
Trademarks with related to		
?		
(21) Are you financially affiliated with a		
manufacturer, supplier or vendor of		
articles regulated under the Food and		
Drugs Act and Regulations?		
If yes, in what manner?		
(22) Are you engaged in the design,		
manufacture, promotion or sale of articles		
regulated under the Act or the authorized		
representative of any of those parties?		
If yes, in what manner? (23) Does your spouse and/or minor		
children, have any financial interest in any		
manufacturer, supplier, or vendor of		
articles regulated under the Act.		
If yes, please specify the amount and		
manner of the interest.		
(24) Are you involved in decisions to fund		
grants, cooperative agreements or		
contracts?		
If YES: With what organizations		
What has been the nature of your		
involvement?		
(25) Do you engage in any lobbying		
activities? Do you have any memberships		
in special interest groups?		
If yes, please specify.		

(26) Any other information which was not covered by the questions that can be construed as a real, potential or perceived conflict of interest? (use additional sheet if necessary)				
'I declare that the information I have provided al knowledge."	oove is	true :	and accurate to the bes	at of my
Signature FOR HEALTH CANADA USE ONLY:			Date	
I have verified the information contained in this sheet an	d have t	found t	he following:	
□ No conflict of interest				
☐ Minor conflict of interest				
□ Conflict of Interest				
Divisional Manager Signature			Date	
Bureau Director Signature		-	Date	

ANNEX A - Exercise

Fictive case exercise

Toxicological evaluation of proposed limits for styrene, Impurity X and Impurity Y in sodium polystyrene sulfonate drug product

A Pharmaceutical Sponsor has submitted an Abbreviated New Drug Submission (ANDS) for a potassium-exchange resin that is orally administered at a maximum dose of 75 g per day. As the resin passes through the gastrointestinal tract, the resin removes potassium ions by exchanging them for sodium ions. The resin is not absorbed from the gastrointestinal tract.

The Sponsor has proposed a limit of 2 ppm for styrene, 2 ppm for Impurity X and 2 ppm for Impurity Y in the drug product. The Sponsor submitted (Q)SAR reports for Impurity X and Impurity Y. As assessed by DEREK and Sarah, Impurity X is predicted to be negative for mutagenicity and Impurity Y is predicted to be positive for mutagenicity. No other data was submitted for Impurity X or Impurity Y. Per ICH Q3B(R2), the qualification threshold for impurities in a drug product is 0.15% (Table 1). Potentially mutagenic impurities are regulated per ICH M7.

Table 1: Reporting, identification and qualification thresholds per ICH Q3B(R2)

Maximum	Reporting	Identification	Qualification
daily dose	threshold	Threshold	Threshold
> 1g or 2 g	0.05%	0.10%	0.15%

In order to proceed with the review of this drug submission, it is necessary to determine if each of the Sponsor's proposed impurity limits are qualified. You are requested to write a memo no longer than 10 pages detailing the rationale for your recommendation. You may wish to consider the following when writing your recommendation:

- 1. Toxicity of styrene, Impurity X and Impurity Y.
- 2. Human exposure to each impurity.
- 3. Relevant regulatory guidelines including ICH Q3B(R2) and ICH M7(R1).
- 4. The conditions of use for sodium polystyrene sulfonate.
- 5. Risk-benefit assessment.