



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Drugs, Vaccines and Biologics Division/Div.des produits
pharmaceutiques,biologiques et de vaccins
Terrasses de la Chaudière 5th Floor
10 Wellington Street
Gatineau
Quebec
K1A 0S5

Title - Sujet Tick Borne Encephalitis Vaccine	
Solicitation No. - N° de l'invitation W6369-19A048/A	Date 2019-04-30
Client Reference No. - N° de référence du client W6369-19A048	
GETS Reference No. - N° de référence de SEAG PW-\$\$PH-884-76993	
File No. - N° de dossier ph884.W6369-19A048	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Joy(ph884), Sharon	Buyer Id - Id de l'acheteur ph884
Telephone No. - N° de téléphone (613) 327-0456 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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TITLE: Tick Borne Encephalitis Vaccine

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 (2018-05-22) 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: 90 days

2.2 Submission of Bids

Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Health Canada's Special Access Program Requirement

Prior to a contract award, this vaccine requires Canada to seek authorization for importation into Canada via a Letter of Authorization (LoA) through Health Canada's Special Access Program (SAP). Contract award is contingent on Canada successfully obtaining a Letter of Authorization from Health Canada. If and when a request for a vaccine is authorized, the LoA is faxed directly to the Contractor / manufacturer by Health Canada.

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. Bidders must 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
- (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 1 hard copy
- (ii) Section II: Financial Bid 1 hard copy
- (iii) Section III: Certifications 1 hard copy
- (c) If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- (d) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (e) Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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.
- (f) 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.3 Section II: Financial Bid

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment.

3.3.1 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.

3.3.2 SACC Manual Clauses

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

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.2 Technical Evaluation

A bid must comply with the requirements of the bid solicitation to be declared responsive.

4.1.3 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 quantities. The evaluated price will be calculated as follows:

[Unit Price Firm Quantity x Firm Quantity in doses] + [Firm Unit Price 2 x Option Quantity in doses] + [Firm Unit Price 3 x Option Quantity in doses] + [Firm Unit Price 4 x Option Quantity in doses]

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the bidder's certification. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>)
- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- (c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) list during the period of the Contract.
- (d) The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the Requirement at Annex A to the Identified User 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 (2018-06-21) General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

6.3.2 Warranty - Amendment to General Conditions 2010A

Section 09, paragraph 1, of General Conditions 2010A, which forms part of the Contract will not apply to Work with a specified expiry date. The following paragraph replaces section 9, paragraph 1, General Conditions 2010A for Work with a specified expiry date:

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

6.4 Term of Contract

6.4.1 Period of Contract

The period of the Contract is from award to May 31, 2023, inclusive.

6.4.2 Option Quantity

The Contractor grants to Canada an irrevocable option to purchase additional quantities of the goods, services or both as described at Annex B up to a maximum of _____ doses (sufficient doses to immunize 10,000 adults on an accelerated schedule) (*to be inserted at Contract Award*) under the same conditions and at the prices stated in the Contract.

This option is conditional upon Canada obtaining a Letter of Authorization through Health Canada's Special Access Program prior to any amendment being issued. The option may only be exercised by the

Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment

6.5 Authorities

6.5.1 Contracting Authority

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

Sharon Joy
Supply Specialist
Public Works and Government Services Canada
Drugs, Vaccines & Biologics
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Building Terrasses de la Chaudière

Telephone: 613-327-0456
Email address: Sharon.joy@pwgsc-tpsgc.gc.ca

- (b) The Contracting Authority is responsible for the management of the Contract and the Contracting Authority must authorize any changes to the Contract in writing. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Identified Users

- (a) The Identified User is provided in Annex C.
- (b) The Identified User is the representatives of the department, agency, province or territory for whom the Work is being carried out under the Contract. The Identified User has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Lt.(N)Blair Salter
A/J4 Medical Operations & Plans, Canadian Forces Health Services Group Headquarters
Canadian Armed Forces
Blair.Salter@forces.gc.ca
Tel: 613-901-9842

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor Representative – *bidder to complete*

- (a) General enquiries:

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

(b) Delivery follow-up:

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

6.6 Delivery

6.6.1 Delivery – Firm Quantity (item 1)

The first delivery of _____ doses (sufficient doses to vaccinate 2,000 adults on an accelerated schedule-*to be inserted at contract award*) must be complete on or before August 15, 2019.

6.6.2 Delivery of Option Quantities (*bidder to insert*)

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

6.6.3 Point of Manufacturing and Shipping

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.

(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 DDU Delivered Duty UnPaid (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.

6.7 Payment

6.7.1 Basis of Payment - Firm Unit Price(s)

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

6.7.2 SACC Manual Clauses

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

6.7.3 Electronic Payment of Invoices (if applicable, to be inserted at contract award)

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 the 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 24 months remaining on the date of delivery, unless prior authorization is obtained from the Contracting Authority / Identified User (as Applicable). Failure to obtain authorization may result in the return of the shipment, at the Contractor's cost.

6.11 Returns

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

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

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.

6.14.2 Adverse Event Following Immunization (AEFI) Reporting Requirement

The Contractor must comply with the Identified Users' AEFI reporting requirement.

6.15 Certifications

6.15.1 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.

6.15.2 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) - 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.

6.16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

6.17 Priority of Documents

If there is a discrepancy between the 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 (2018-06-21) Goods (Medium Complexity);
- (c) Annex A: Requirement;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Identified Users and Delivery Points;
- (f) the Contractor's bid dated _____

6.18 Insurance

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

ANNEX A - REQUIREMENT

1. Scope

The Contractor must supply tick-borne encephalitis vaccine to Canada's Department of National Defence.

2. Quantity

See Annex B - Basis of Payment

3. Vaccine Format (s)

0.5mL prefilled syringe

4. Product Monograph, Dosing instructions & Labelling

The Contractor must supply to the Contracting Authority and Identified User an electronic copy in English, of the product monograph, package insert and dosing instructions for the vaccine. The Contractor must attest that the information provided in English is the same the non-English version (if applicable) of the documents and should meet the Canadian requirements for a biological drug product where possible. The information contained in these documents should include:

- (a) Product name (brand name and common name)
- (b) Medicinal ingredients
- (c) Non-medicinal ingredients
- (d) Dosage form, strength and route of administration
- (e) Indications and contraindications
- (f) Warnings, cautions and side effects
- (g) Drug interaction
- (h) Direction for use (including recommended storage conditions)
- (i) Clinical pharmacology
- (j) First aid instructions
- (k) Toxicology information

Preference is for all product labels (inner and outer labels) to be in English and must contain the following information:

- (a) Product name (brand name and common name);
- (b) Medical ingredients with dosage form and strength;
- (c) Product registration number;
- (d) Route of administration;
- (e) Name of the manufacturer;
- (f) Product lot number; and
- (g) Product expiry date

5. Constraints

The Tick Borne Encephalitis vaccine provided must be manufactured using only North American sourced blood products (e.g. plasma, albumin) and written certification of this must be provided by the Contractor in the form of a letter to the Department of National Defence (Identified User).

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VME

File No. - N du dossier

CCC No./N CCC - FMS No./ N

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ANNEX B - BASIS OF PAYMENT

1. Pricing Information

All prices are firm unit prices, in Canadian dollars, DDU (Delivered Duty Unpaid) Petawawa, transportation charge included, Custom duties are excluded; and where applicable, zero rated for Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Provincial sales taxes are not applicable. .

2. Trade name: _____

3. Price Table

Item	Year	Firm Quantity	Firm Quantity as Doses	Firm Unit Price CDN\$ (DDU Identified user)
1.	Contract award to May 31, 2020	Require sufficient quantity based on product monograph to immunize cohort of 2,000 adults on an accelerated dosing schedule.	2,000 adults x _____ doses/adult = _____ total doses	\$ _____ per dose

Item	Option Quantity	Option Quantity (as doses)	Firm Unit Price 2 June 1, 2020-May 31, 2021 (DDU Identified User)	Firm Unit Price 3 June 1, 2021-May 31, 2022 (DDU Identified User)	Firm Unit Price 4 June 1, 2022-May 31, 2023 (DDU Identified User)
2	Sufficient quantity based on product monograph to immunize cohort of up to a maximum of 10,000 adults on an accelerated dosing schedule	10,000 adults x _____ doses/adults = _____ total doses	\$ _____ per dose	\$ _____ per dose	\$ _____ per dose

Minimum order for any option quantity exercised will be _____ doses (sufficient quantity to immunize 1,000 adults on an accelerated schedule) *will be inserted at contract award.*

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File No. - N du dossier

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Annex C – Identified User

Billing address

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

Shipping Address

Department of National Defence
Canadian Forces Base Petawawa
Central Medical Equipment Depot
105 Montgomery Blvd. BB104
Petawawa, Ontario
Canada
K2H 2X3

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)

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

1. Electronic Payments Instruments (*As indicated in Part 3, clause 3.1.2, 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);