



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Meningococcal Vaccines	
<b>Solicitation No. - N° de l'invitation</b> E60PH-20MENV/A	<b>Date</b> 2019-12-16
<b>Client Reference No. - N° de référence du client</b> E60PH-20MENV	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-884-78222	
<b>File No. - N° de dossier</b> ph884.E60PH-20MENV	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> at - à <b>02:00 PM</b> on - le <b>2020-01-22</b>	<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Joy(ph884), Sharon	<b>Buyer Id - Id de l'acheteur</b> ph884
<b>Telephone No. - N° de téléphone</b> (613) 327-0456 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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**PART 1 - INFORMATION AND INSTRUCTIONS****1.1 Summary**

This bid solicitation is for an estimated:

- (a) 433,704 doses of Meningococcal C Vaccine
- (b) 390,365 doses of Meningococcal Quadrivalent vaccine

“One contract or “Up to a maximum of 2 contracts” will be awarded for Meningococcal C vaccines. Resulting contracts will be from April 1, 2020 to March 31, 2021 plus two additional one-year option periods.

One contract or up to a maximum of 2 contracts will be awarded for Meningococcal Quadrivalent (A, C, Y, W-135) vaccines. Resulting contracts will be from April 1, 2020 to March 31, 2021 plus two additional one-year option periods.

The quantities provided below are only an approximation of requirements given in good faith. The quantities specified are subject to change prior to Contract award. Each Identified User reserves the right to alter quantities or to withdraw from participation up until Contract award. A significant change in the Requirement for an item, may result in a decision to re-tender that item.

<b>Meningococcal C</b>			
<b>Jurisdiction</b>	<b>Contract Year 1 Quantity</b>	<b>Option Year 1 Quantity</b>	<b>Option Year 2 Quantity</b>
Alberta	114,240	119,520	119,520
Manitoba	25,368	25,368	25,368
New Brunswick	9,600	9,600	9,600
Newfoundland	5,400	5,400	5,400
Nova Scotia	10,800	10,800	10,800
Northwest Territories	2,016	2,016	2,016
Nunavut	1,080	1,080	1,080
Ontario	242,400	242,400	242,400
Prince Edward Island	2,040	2,040	2,040
Saskatchewan	19,200	19,200	19,200
Yukon	1,560	1,560	1,560
<b>TOTAL</b>	<b>433,704</b>	<b>440,184</b>	<b>440,184</b>

<b>Meningococcal Quadrivalent Vaccine (A,C, Y, W-135)</b>			
<b>Jurisdiction</b>	<b>Contract Year 1 Quantity</b>	<b>Option Year 1 Quantity</b>	<b>Option Year 2 Quantity</b>
Department of National Defence	10,000	10,000	10,000
Health Canada	324	320	320
RCMP	25	25	25
Alberta	60,480	61,128	61,128
Manitoba	28,740	28,740	28,740
New Brunswick	9,600	9,600	9,600
Newfoundland	6,600	6,600	6,600
Nova Scotia	10,800	10,800	10,800
Northwest Territories	576	576	576
Nunavut	960	960	960
Ontario	232,800	32,800	32,800
Prince Edward Island	2,400	2,400	2,400
Quebec	7,200	7,200	7,200
Saskatchewan	19,200	19,200	19,200
Yukon Territory	660	660	660
<b>TOTAL</b>	<b>390365</b>	<b>393078</b>	<b>393078</b>

## 1.2 Security Requirement

There is no security requirement associated with this bid solicitation.

## 1.3 Requirement

The requirement is detailed under Article 2.2 of the resulting contract clauses.

## 1.4 Trade Agreements

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

## 1.5 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:  
  
Delete: 60 days  
Insert: 180 days

### **1.5.1 SACC Manual Clauses**

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

### **1.5.2 Electronic Payment of Invoices**

- (a) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E – Electronic Payment Instruments, to identify which ones are accepted.
- (b) If Annex E – Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- (c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **1.6 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five 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.

### **1.7 Submission of Bids**

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:  
[tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- (b) Bidders are requested to include Form 1 – Bid Submission with their bids. It provides a common form in which bidders can provide information required for contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but is recommended. If Canada determines that the information requested on the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

## 1.8 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 certifications. Failure to comply with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 1.8.1 Certifications Required with the Bid

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

#### 1.8.1.1 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 1.8.2 Certifications Precedent to Contract Award

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 specified will render the bid non-responsive.

#### 1.8.2.1 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) (<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.

#### 1.8.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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#s4) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

- (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.

## **1.9 Evaluation Procedures**

- (a) Bids received will be assessed in accordance with the entire requirement of the bid solicitation.
- (b) An evaluation team composed of representatives of Canada and Provincial and Territorial jurisdictions will evaluate the bids.

### **1.9.1 Mandatory Criterion**

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. For each vaccine proposed, the Bidder must:

- (a) Hold a valid Drug Identification Number (DIN); or
- (b) Provide evidence that the Bidder has submitted a duly completed New Drug Submission to Health Canada, Biologics and Genetic Therapies Directorate (BGTD), no later than the closing date of this RFP and that BGTD has accepted the submission for review. A copy of the application and proof of acceptance of the submission for review by BGTD must be included.

### **1.9.2 Financial Evaluation**

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

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

### **1.10 Basis of Selection**

- (a) For each item in Annex B, the responsive bids with the two lowest evaluated prices will be recommended for award of a contract as follows:
  - (i) If the price difference between the two evaluated prices is 10% or less, the Bidder with the lowest evaluated price will be recommended for an award of 60% of the requirement;
  - (ii) If the price difference between the two evaluated prices is more than 10%, but less than or equal to 15%, the Bidder with the lowest evaluated price will be recommended for an award of 65% of the requirement;
  - (iii) If the price difference between the two evaluated prices is more than 15%, but less than or equal to 20%, the Bidder with the lowest evaluated price will be recommended for an award of 70% of the requirement;
  - (iv) If the price difference between the two evaluated prices is greater than 20%, Canada may, in its sole discretion, award 75% or 100% of the requirement to the Bidder with the lowest evaluated price for that item.

- (v) Unless 100% of the requirement is awarded to the Bidder with the lowest evaluated price, the Bidder with second lowest evaluated price will be recommended for award for the balance of the requirement.
- (b) If there are two or more bids with identical lowest evaluated prices, the names of all Bidders with identical lowest evaluated prices will be placed in a hat and the first name drawn will be recommended for an award of 60% of the requirement. The second name drawn will be recommended for award for the balance of the requirement. All Bidders with the lowest evaluated price will be invited to witness the event.
- (c) If a bidder indicates in their bid that they are only able to supply a portion of the requirement in any or all contract years and the results of the basis of selection are such that the bidder will be unable to supply the quantities they would be recommended for award, Canada at its sole discretion reserves the right to declare the bid non-responsive and disqualify it, or to recommend the bidder be awarded the maximum quantities stated in their bid and the second Bidder with one of the two lowest evaluated prices be awarded the balance of the requirement.

### **1.11 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. 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 in writing, by telephone or in person.

### **1.12 Applicable Laws**

Any resulting contract must 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 name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **PART 2 - RESULTING CONTRACT CLAUSES**

### **2.1 Security Requirement**

There is no security requirement applicable to this Contract.

### **2.2 Requirement**

The Contractor must provide the items detailed under the Requirement at Annex A.

### **2.3 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.

#### **2.3.1 General Conditions**

2010A (2018-06-21) General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

### **2.3.2 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.

### **2.3.3 Payment Period – Amendment to General Conditions 2010A**

Section 15 of General Conditions 2010A is deleted and replaced as follows:

- (a) Canada's payment period is 60 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 61st day following that date and interest will be paid automatically in accordance with the section 16.
- (b) If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 60-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts

## **2.4 Term of Contract**

### **2.4.1 Period of Contract**

The period of the Contract is from April 1, 2020 to March 31, 2021, inclusive.

### **2.4.2 Option to Extend the Contract**

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year period (2021-22 and 2022-23) under the same conditions. The

Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

- (b) The Contracting Authority may exercise the option by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **2.4.3 Option to Add Identified User**

The Contractor grants to Canada the irrevocable option to add Identified Users and delivery locations within Canada to the Contract at a price not to exceed the Contract price and subject to the same conditions.

## **2.5 Authorities**

### **2.5.1 Contracting Authority**

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

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

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 any changes to the Contract must be authorized in writing by the Contracting Authority. 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.

### **2.5.2 Identified Users**

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

### **2.5.3 Canada and Public Works and Government Services as Agent**

- (a) The Contractor acknowledges that Canada is acting as an agent for Identified Users. Canada will only be funding and paying for Orders placed on behalf of a Federal Government Department or Agency.
- (b) Orders placed by or on behalf of a non-Federal Government Department or Agency Identified User under the Contract are the responsibility of the Identified User for whom or by whom the Order is placed. To the extent that the Contract involves orders placed by Canada on behalf of a

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non-Federal Government Department or Agency Identified User, Canada is acting as an agent for the Identified User only and the Identified User is solely liable and responsible for funding and payment of those orders.

- (c) The Contractor acknowledges and agrees that, unless otherwise specified, Canada is not liable under the Contract to the extent that it involves Orders placed on or on behalf of a non-Federal Government Department or Agency Identified User, and the Contractor agrees that it must not make any claim or take any proceeding against Canada for any loss, damages, or non-payment in any way related to or arising out of such Orders.

#### **2.5.4 Contractor Representative**

- (a) General enquiries:

Name:  
Telephone No.:  
E-mail address:

- (b) Delivery follow-up:

Name:  
Telephone No.:  
E-mail address:

### **2.6 Order and Delivery**

#### **2.6.1 Estimated Delivery Schedule**

- (a) By December 31<sup>st</sup>, Canada will supply to the Contractor an estimated delivery schedule for the upcoming period of April 1 – March 31. The schedule will include monthly estimates for each Identified User.
- (b) The actual monthly quantities requested on Identified Users' Orders may not conform to the estimated amounts in the delivery schedule.

#### **2.6.2 Order against Contract**

- (a) The Work to be performed under the Contract will be on an "as and when requested basis" using an Order against Contract ("Order").
- (b) **Process for Issuing an Order:** If a requirement is identified, an Order will be prepared by the Identified User and sent to the Contractor by letter, by e-mail, or by telephone, or any other means agreed to by the parties and evidenced in writing.
- (c) **Contents of an Order:** The Order must contain the following information, if applicable:
- (i) An order number;
  - (ii) quantity and description of goods being ordered;
  - (iii) delivery location;
  - (iv) invoicing address;
  - (v) reference to this contract number and
  - (vi) any other constraints that might affect the work.

No pricing information is to be included in the Order.

- (d) **Delivery:** Unless otherwise indicated in the Order, delivery must be made within seven (7) calendar days from receipt of an Order.

### 2.6.3 Point of Manufacturing and Shipping

#### **Meningococcal C Vaccine:**

Contractor's Point of Manufacturing for is located at: \_\_\_\_\_

Contractor's Shipping Facilities are located at: \_\_\_\_\_

#### **Meningococcal Quadrivalent Vaccine:**

Contractor's Point of Manufacturing for is located at: \_\_\_\_\_

Contractor's Shipping Facilities are located at: \_\_\_\_\_

### 2.6.4 Shipping Instructions

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

## 2.7 Payment

### 2.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of the obligations under the Order, the Contractor will be paid the firm unit price in accordance with the basis of payment in Annex B.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 2.7.2 Minimum Work Guarantee

In this clause,

- (a) "Maximum Contract Value" means the amount specified on page 1 of the Contract, "Total Estimated Cost"; and

"Minimum Contract Value" means 75% of the Maximum Contract Value.

- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with

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

- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **2.7.3 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract for all Orders, inclusive of any revisions, must not exceed the "Total Estimated Cost" as defined on page 1 of the Contract.
- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

### **2.7.4 SACC Manual Clauses**

- (a) H1001C (2008-05-12), Multiple Payments
- (b) G1005C (2016-01-28), Insurance – No Specific Requirement

### **2.7.5 Electronic Payment of Invoices (to be determined at 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).

### **2.8 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) Invoices must be submitted to [vaccin.vaccine@pwgsc.gc.ca](mailto:vaccin.vaccine@pwgsc.gc.ca) for certification and payment.

### **2.9 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.

## 2.10 Product Dating

All Work supplied must have an expiry date of no earlier than 12 months upon delivery and acceptance unless prior authorization is obtained from the Identified User. Failure to obtain authorization may result in the return of the shipment at the Contractor's cost.

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

## 2.12 Stockpile

- (a) Throughout the period of the Contract, the Contractor must maintain a minimum stockpile of 20% of the current period's (April 1 to March 31) quantity of finished stock (stored in Canada and released by BGTD) for each item included in the Work. It is the Contractor's sole responsibility to rotate the stockpile as necessary to ensure that adequate product dating is maintained. The stockpile is subject to inspection by Canada at any time during the period of the Contract.
- (b) Ninety (90) days prior to the end of the contract period, if an option to extend the period of the contract has not been exercised, the Contractor will be permitted to draw down against the full amount of the stockpile.

### **2.13 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 Work.

### **2.14 Notice of Anticipated Shortage**

- (a) The Contractor must notify the Contracting Authority when it becomes aware of a potential problem, delay, or event that may lead to a shortage of any of the quantities listed in Annex B. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the Contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this Contract, and the expected date by which the shortage will be fully corrected.
- (b) For the purpose of this clause "shortage" is defined as the inability to meet an Order in full or the failure to maintain the minimum stockpile.

### **2.15 Reporting**

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

- (a) The quantity ordered by each Identified User on a month by month basis;
- (b) The percentage of the quantity ordered to date by each Identified User;
- (c) The number of doses applicable to this contract's requirement currently on hand and in the stockpile, and the associated expiry date(s); and
- (d) The number of doses (or duration of expected supply) and date of availability of the next Health Canada released lot.

### **2.16 Certifications**

### **2.16.1 Compliance**

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

### **2.17 Applicable Laws**

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

### **2.18 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) Annex A: Requirement;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Identified Users;
- (f) the Orders (including all of its annexes, if any)
- (g) the Estimated Delivery Schedule, as revised from time to time, and
- (h) the Contractor's bid dated \_\_\_\_\_

## ANNEX A – REQUIREMENT

### 1. Scope

The Contractor must supply Meningococcal C, and / or Meningococcal Quadrivalent vaccine, duly authorized for sale in Canada.

### 2. Vaccine Format (s)

Format(s): vials or prefilled syringes

### 3. Quantity

Item	Firm Year April 1 2020-March 31, 2021	Option Year 1 April 1, 2021-March 31, 2022	Option Year 2 April 1 2022-March 31, 202
<b><i>Meningococcal C Vaccine</i></b>	433,704 doses	440,184 doses	440,184 doses
<b><i>Meningococcal Quadrivalent (A,C,Y,W-135) vaccine</i></b>	390,365 doses	393,078 doses	393,078 doses

***NOTE TO BIDDER: Should this RFP result in the award of more than one contract, the quantities above will be split among the contractors as described in the Basis of Selection section of this RFP.***

- (a) In each year of the Contract, the Contractor is guaranteed to receive Orders totalling a minimum of 75% of the quantity.
- (b) The quantities specified for the option years above are only an approximation of requirements given in good faith. The estimates are subject to confirmation and adjustment if and when an option year is exercised.

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

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

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## 5. 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 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. 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) Upon request, 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.
  - (i) A "Certificate of Conformity" confirms that:

- the required Transport Conditions were maintained during transport;
  - the integrity and quality of the vaccine has not been affected by temperature excursions during transport, and
  - the expiry date of the Work as indicated on the vaccine packaging has not been impacted by temperature excursions during transport.
- (ii) 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.
- (e) 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.
- (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) 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.

## **7. Market Prioritization**

Unless otherwise authorized in writing by the Contracting Authority, the Contractor agrees that Identified Users' requirements will be given priority over distribution to the private market in Canada.

## **8. Timely Lot Release, Contractor's Responsibility**

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

## **9. Adverse Event Following Immunization (AEFI) Reporting Requirement**

The Contractor must comply with all Identified Users' AEFI reporting requirements. The requirements are set out at in the user guide *User guide to completion and Submission of the AEFI reports* (<https://www.canada.ca/en/public-health/services/immunization/reporting-adverse-events-following-immunization/user-guide-completion-submission-aefi-reports.html>) issued by the Public Health Agency of Canada.

## **10. Provision of Education Materials – Upon Request**

Upon request by an Identified User, the Contractor must provide in electronic format bilingual (English and French) educational materials intended for use by public health practitioners.

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

- (a) Educational materials to be provided by Contractor may include, but are not limited to:
- (i) provider instruction pamphlets;

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

## 10.2 Timing of Availability of Educational Materials

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

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**ANNEX B – BASIS OF PAYMENT**

**Pricing Information**

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

**Item 001: Meningococcal C Vaccine**

Trade name: \_\_\_\_\_

Drug Identification Number (DIN): \_\_\_\_\_

Format(s) and packaging: \_\_\_\_\_

Description	2020-2021	2021-2022	2022-2023
<i>Meningococcal C Vaccine</i>	\$ _____ /dose	\$ _____ /dose	\$ _____ /dose

**Item 002: Meningococcal Quadrivalent (A,C,Y W-135) Vaccine**

Trade name: \_\_\_\_\_

Drug Identification Number (DIN): \_\_\_\_\_

Format(s) and packaging: \_\_\_\_\_

Description	2020-2021	2021-2022	2022-2023
<i>Meningococcal Quadrivalent vaccine</i>	\$ _____ /dose	\$ _____ /dose	\$ _____ /dose

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## ANNEX C – IDENTIFIED USERS

### 1. Federal Departments and Agencies:

- (a) Department of National Defence
- (b) Health Canada
- (c) Royal Canadian Mounted Police

### 2. Provinces and Territories:

- (a) Alberta / Alberta Health and Wellness
- (b) Quebec / Logistics Support Unit Inc. / SigmaSanté
- (c) Manitoba / Manitoba Health
- (d) New Brunswick / New Brunswick Department of Health
- (e) Newfoundland/Labrador / Department of Health & Community Services
- (f) Northwest Territories / Stanton Territorial Hospital / Inuvik Territorial Hospital / Yellowknife Public Health Unit
- (g) Nova Scotia / Nova Scotia Department of Health and Wellness
- (h) Nunavut/ Qikiqtani General Hospital / Kitikmeot Regional Hospital / Kivalliq Regional Health Centre
- (i) Ontario / Ministry of Health and Long-term Care
- (j) Prince Edward Island / Provincial Pharmacy
- (k) Saskatchewan / Saskatchewan Disease Control Laboratory
- (l) Yukon / Whitehorse General Hospital

## ANNEX D – ELECTRONIC PAYMENTS INSTRUMENTS

Canada requests that Bidders complete option 1 or 2 below:

1.  Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

2.  Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.