



**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  
via couriers/messagerie: J8X 4A6  
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**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Bifurcated Needles	
<b>Solicitation No. - N° de l'invitation</b> 6D024-193081/A	<b>Date</b> 2019-12-27
<b>Client Reference No. - N° de référence du client</b> 6D024-193081	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-960-78298	
<b>File No. - N° de dossier</b> pv960.6D024-193081	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> O'Gorman, Cindy	<b>Buyer Id - Id de l'acheteur</b> pv960
<b>Telephone No. - N° de téléphone</b> (819) 712-1748 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## Request for Proposal (RFP)

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under **Annex A** of the resulting contract clauses.

### **1.2 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.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

### **1.4 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

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### **Bid Receiving - PWGSC**

Place du Portage, Phase III, Tower B  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6  
For regular mail: K1A 0S5

Telephone: (819) 420-7201

Fax No.: (819) 997-9776

**Note 1:** 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.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note 2:** 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.

No proposal shall be sent directly to the PWGSC Contracting Authority.

### **2.3 Enquiries - Bid Solicitation**

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) 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
- 2) 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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in **Annex A**.
- (b) **List of Products:** Bidders ***must*** include a complete product list identifying: the product name; the name of manufacturer; the model and part number. Bidders must also state the point of manufacture and shipping of goods. The bidder is requested to use the form provided in **Annex C**.

### 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including **Table 1 and Table 2, Annex B** – Basis of Payment. Applicable Taxes are extra.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period.

#### 3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 2** of Bid Solicitation “Electronic Payment Instruments”, to identify which ones are accepted.

If **Attachment 2** Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### 3.3.2 Exchange Rate Fluctuation

*SACC Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation



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### **3.4 Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **Mandatory Technical Criteria**

The mandatory technical evaluation criteria are detailed in **Annex A, Part 2**

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in **Annex B – Basis of Payment** and as per the calculations described in **Attachment 1**.

##### **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, ON Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## 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 certifications. 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](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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under **Annex A**.

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Bidder's authorized representative signature

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Date

### 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 section 17 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. (complete **Attachment 3**)

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.2.3 Active Canadian Medical Device Licence registration**

Upon notification of a successful bid, the Bidder will have **21** calendar days to ensure the proposed product holds a valid and Active Medical Device Licence issued by the Medical Devices Bureau (Bureau) of the Therapeutic Products Directorate of Health Canada, as listed under the Medical Devices Active Licence Listing (MDALL).

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

#### 6.2.1 Initial Requirement

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

#### 6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire additional goods as further described in **Annex A** under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://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 Supplemental General Conditions

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance

apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from ([date of Contract award](#)) to March 31, 2025 inclusive.

### 6.4.2 Delivery Date

The initial deliverables must be received on or before **May 29, 2020**.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at **Annex A** of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Cindy O'Gorman  
Supply Specialist  
Scientific, Medical and Photographic Division - PV  
Public Services and Procurement Canada  
Commercial Consumer Products Directorate  
L'Esplanade Laurier, East Tower, 7<sup>th</sup> floor  
140 O'Connor Street, Ottawa, Ontario, K1A 0R5

E-mail address: [Cindy.O'Gorman@tpsgc-pwgsc.gc.ca](mailto:Cindy.O'Gorman@tpsgc-pwgsc.gc.ca)  
Telephone: (819) 712-1748

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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: ([to be filled in only at contract award](#))

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project 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 Project Authority, however the

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Project 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.

**6.5.3 Accounts Payable Contact** *(to be filled in only at contract award)*

Name:  
Telephone:  
E-mail address:

**6.5.4 Contractor's Representative** *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

**General enquiries**

**Delivery Follow-up**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6.5.5 Contractor's Accounts Payable Contact** *(to be completed by the bidder)*

Name:  
Telephone:  
E-mail address:

**6.6 Payment**

**6.6.1 Basis of Payment - Initial Requirement**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in **Table 1, Annex B** – Basis of Payment for a cost of \$\_\_\_\_\_ *(to be filled in only at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

**6.6.2 Basis of Payment – Optional Requirement**

The Contractor grants to Canada the irrevocable option to acquire the goods as further described in **Annex A** under the same terms and conditions and at the firm unit prices as detailed in **Table 2, Annex B**. Customs duties are included and Applicable Taxes are extra. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

**6.6.3 Method of Payment**

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause H1000C (2008-05-12) Single Payment  
SACC Manual clause H1001C (2008-05-12) Multiple Payments

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#### 6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
(*to be updated at contract award based on responses in **Attachment 2***)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

#### 6.7 Invoicing Instructions

**6.7.1** 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.

**6.7.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment. (*to be filled in only at contract award*)

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- b. One (1) copy must be forwarded to the **Contracting Authority** identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the **Project Authority** identified under the section entitled "Authorities" of the Contract.
- d. To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

#### 6.8 Certifications and Additional Information

##### 6.8.1 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.

#### 6.9 Applicable Laws

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



## 6.10 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 supplemental general conditions:
  - 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (d) **Annex A**, Requirement;
- (e) **Annex C**, List of Products;
- (f) **Annex B**, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 SACC Manual Clauses

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)  
SACC Manual clause A9068C (2010-01-11) Government Site Regulations  
SACC Manual clause B7500C (2006-06-16) Excess Goods  
SACC Manual clause D2001C (2007-11-30) Labeling  
SACC Manual clause D2025C (2017-08-17) Wood Packaging Materials  
SACC Manual clause G1005C (2016-01-28) Insurance

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

#### 6.12.1.1 Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Ottawa, ON Canada as listed in **Annex A** Incoterms® 2010  
for shipments from a commercial contractor.

#### 6.12.1.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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## ANNEX A - REQUIREMENT

### Overview

The Public Agency of Canada (PHAC), Office of Emergency Response Services (OERS) has a requirement for the supply and delivery of 6,000,000 Bifurcated Needles.

### Background

In a national health emergency or disaster, OERS is responsible for supporting emergency health and social services in the provinces, territories or abroad. OERS manages medical, pharmaceutical and related emergency supplies.

### Part 1 - REQUIREMENT

The requirement must meet all of the specifications listed below as well as all of the Mandatory Technical Evaluation Criteria at **Part 2**.

1. The bifurcated needles must have a minimum shelf life of five (5) years; and
2. The bifurcated needle must have an Active Medical Device Licence registration number(s) under The Medical Devices Bureau of the Therapeutic Products Directorate, Health Canada. If the Medical Devices Licence registration number is Archived at time of bid submission, it will be the responsibility of the supplier to meet all the regulatory requirements and make arrangements to re-Activate the Licence **prior** to contract award. The Medical Device Licence number(s) and status of the licensing of the needle must be included within the bid package at Part 2 of Annex A, Mandatory Criteria **M8**.

The requirement also includes the option to purchase additional quantities of Bifurcated Needles, as per the pricing detailed in **Table 2, Annex B**. The purchase of additional quantities may occur multiple times, on an as and when requested basis, during the period of the contract.

### Delivery Address:

PHAC – Emergency Services Depot  
1481A Michael Street  
Ottawa, ON  
K1B 3R5

## Part 2 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

Item No.	CRITERIA	THE BIDDER MUST PROVIDE THE FOLLOWING DOCUMENTATION TO SUBSTANTIATE COMPLIANCE	REFERENCE (E.G. Document Name, Page, and Paragraph number) TO SUBSTANTIATION IN THE TECHNICAL BID	YES	NO
M1	The needle must be sterile and packaged individually.	Data sheet, brochure, catalogue, web link.			
M2	The needle must be latex free.	Data sheet, brochure, catalogue, web link.			
M3	The needle must be single use and disposable.	Data sheet, brochure, catalogue, web link.			
M4	The needle must include two pointed prongs, which are capable of penetrating, or abrading the skin of the patient, and the prongs must be separated by a U-shaped channel capable of holding a unit dose of vaccine.	Data sheet, brochure, catalogue, web link.			
M5	The needle must be a minimum of 2.5 inches long (+/- 0.5 inches) and 0.38 inches in diameter (+/- 0.05 inches).	Data sheet, brochure, catalogue, web link.			
M6	The needle must deliver either A) or B): A) a volume of smallpox vaccine equivalent to the volume delivered under Rubin (1965) patent # 3,194,237; or B) the volume delivered by the bifurcated needles used during the World Health Organization (WHO) Smallpox Eradication Program.	Data sheet, brochure, catalogue, manual, web link.			
M7	The supplier must have obtained a Medical Device Establishment Licence (MDEL) from Health Canada.	Medical Device Establishment License # _____			
M8	The bifurcated needle must have a Medical Device Licence registration number(s) under The Medical Devices Bureau of the Therapeutic Products Directorate, Health Canada. It will be the responsibility of the supplier to meet all the regulatory requirements and make arrangements to re-Activate the Licence prior to contract award (refer to <b>Part 5 – Certifications, Article 5.2.</b> )	Medical Device License # _____  Status: Active or Archived _____			

## ANNEX B - BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Table in accordance with **Article 6.6 - Basis of Payment.**

**Table 1: Initial Requirement:**

Item	Part#	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price
1		Bifurcated Needles in accordance with the technical specifications in <b>Annex A.</b>  Must include delivery.	6,000,000	each	\$	\$
		Grand Total ( <i>please identify currency</i> ) _____				\$

**Table 2: Optional Requirement:**

If Canada decides to exercise the option to purchase additional Bifurcated Needles in accordance with the technical specifications in **Annex A**, the unit prices will be as follows:

		Firm Unit Price (EACH) for Additional Optional Quantities in each stated year		
		For purchases in the following quantities (must include delivery):		
Year	Year Range	0 – 2 Million	2,000,001 – 4 Million	4,000,001 – 6 Million
Year 1 (Y1)	April 1, 2020 - March 31, 2021	\$	\$	\$
Year 2 (Y2)	April 1, 2021 - March 31, 2022	\$	\$	\$
Year 3 (Y3)	April 1, 2022 - March 31, 2023	\$	\$	\$
Year 4 (Y4)	April 1, 2023 - March 31, 2024	\$	\$	\$
Year 5 (Y5)	April 1, 2024 - March 31, 2025	\$	\$	\$
		(Please indicate Currency) _____		

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## ANNEX C - LIST OF PRODUCTS

The Bidder must provide a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods in the following Table in accordance with **Article 3.2 (a) – List of Products**.

**Table 2: List of Products:**

Product Name	Model/Part Number	Name of Manufacturer	Point of Manufacture	Shipping Point

**Attachment 1 – Calculation of TOTAL BID PRICE**  
**(As per PART 4, article 4.1.2)**

The following Table will be used by the Contracting Authority to calculate the Total Bid Price when evaluating the Financial Bid submitted at **Annex B**.

The information in **Attachment 1** has been provided to Bidders to assist them in preparing their bids. The inclusion of this information in this bid solicitation does not represent a purchase commitment by Canada. This information is provided for information purposes only. The initial purchase is for 6 million bifurcated needles. It is estimated that an additional 6 million needles may be required over the next five years.

<b>1.0 Initial Purchase (Firm, all-inclusive Unit Price per quantity)</b>					
Bifurcated needles as per specifications at Annex A	\$ _____ (Unit Price in CAD) <b>(A)</b>				
Initial Requirement quantity	6,000,000 <b>(B)</b>				
<b>SUB-TOTAL (A x B) Line 1 =</b>	\$ _____				
<b>2.0 Optional Goods, on an "as and when requested" basis</b>					
<b>2.1 Averaging of 0 - 2 Million column</b>	<b>Firm, all-inclusive Unit Price per quantity in \$CAD</b>				
For the purchase of additional bifurcated needles as per specifications at Annex A, in each of the stated years.	April 1, 2020 - March 31, 2021 (Y1)	April 1, 2021 - March 31, 2022 (Y2)	April 1, 2022 - March 31, 2023 (Y3)	April 1, 2023 - March 31, 2024 (Y4)	April 1, 2024 - March 31, 2025 (Y5)
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Average (Y1 + Y2 + Y3 + Y4 + Y5)/5</b>	\$ _____ <b>(C)</b>				
Optional Requirement quantity	2,000,000 <b>(D)</b>				
<b>SUB-TOTAL (C x D) Line 2 =</b>	\$ _____				

<b>2.2 Averaging of 2,000,001 - 4 Million column.</b> For the purchase of additional bifurcated needles as per specifications at Annex A, in each of the stated years.	<b>Firm, all-inclusive Unit Price per quantity in \$CAD</b>				
	April 1, 2020 - March 31, 2021 (Y1)	April 1, 2021 - March 31, 2022 (Y2)	April 1, 2022 - March 31, 2023 (Y3)	April 1, 2023 - March 31, 2024 (Y4)	April 1, 2024 - March 31, 2025 (Y5)
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Average</b> (Y1 + Y2 + Y3 + Y4 + Y5)/5	\$ _____ (E)				
Optional Requirement quantity	2,000,000 (F)				
<b>SUB-TOTAL</b> (E x F) Line 3 =	\$ _____				
<b>2.3 Averaging of 4,000,001 - 6 Million column.</b> For the purchase of additional bifurcated needles as per specifications at Annex A, in each of the stated years.	<b>Firm, all-inclusive Unit Price per quantity in \$CAD</b>				
	April 1, 2020 - March 31, 2021 (Y1)	April 1, 2021 - March 31, 2022 (Y2)	April 1, 2022 - March 31, 2023 (Y3)	April 1, 2023 - March 31, 2024 (Y4)	April 1, 2024 - March 31, 2025 (Y5)
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Average</b> (Y1 + Y2 + Y3 + Y4 + Y5)/5	\$ _____ (G)				
Optional Requirement quantity	2,000,000 (H)				
<b>SUB-TOTAL</b> (G x H) Line 4 =	\$ _____				
<b>3.0 Total Aggregated Bid Price</b>					
Initial Purchase	Sum of Line 1	\$ _____			
Optional Goods	Sum of Line 2	\$ _____			
Optional Goods	Sum of Line 3	\$ _____			
Optional Goods	Sum of Line 4	\$ _____			
<b>Total Bid Price</b> Excluding Applicable Taxes	Total of Line 1 + 2 + 3 + 4	\$ _____			

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## **Attachment 2 – ELECTRONIC PAYMENT INSTRUMENTS**

**(As per PART 3, article 3.3.1 and PART 6, article 6.6.3)**

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);



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**Attachment 3 – COMPLETE LIST OF DIRECTORS**

**(As per PART 5, article 5.2.1)**

Name	Position
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