



**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  
FAX pour soumissions: (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> Nitrile Gloves - COVID -19	
<b>Solicitation No. - N° de l'invitation</b> 6D024-202672/A	<b>Date</b> 2020-07-31
<b>Client Reference No. - N° de référence du client</b> 6D024-202672	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-949-78974	
<b>File No. - N° de dossier</b> pv949.6D024-202672	<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 2020-08-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carpentier, Patricia	<b>Buyer Id - Id de l'acheteur</b> pv949
<b>Telephone No. - N° de téléphone</b> (514) 641-6573 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<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**

**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>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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 — GENERAL INFORMATION

**\*\*\*Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bids will not be accepted.**

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

### 1.2 Requirement

Public Health Agency of Canada (PHAC) has a requirement for supply and delivery of nitrile gloves for COVID-19 to the Greater Toronto Area (GTA), ON, as detailed in Annex A, as part of Canada's response to the COVID-19 pandemic.

### 1.3 Debriefings

Debriefing on the results of the bid solicitation process will not be provided.

### 1.4 National Security Exception

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

### 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

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>) 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 (2020-05-28) 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: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Manual clause **B1000T** (2014-06-26) Condition of Material

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## 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the location specified below, by the date, time and indicated on page 1 of the bid solicitation using the epost Connect service or fax (819) 997-9776.

**Note:** For bidders submitting 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: 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.

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

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

## 2.3 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

## 2.5 Applicable Laws

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.

**3.1.1** Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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.

#### **Section II: Financial Bid**

- a) **Pricing and Delivery:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- 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, including additional quantities. The identification of all necessary equipment required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c) **Items not included in the bid:** Bidders are requested to state "Not included" in the pricing columns for any item that it does not intend to include in its bid.

**3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted. If Annex D 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.

**Section III: Certifications**

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

**3.1.3 Origin of work**

Bidders must provide the name, address and country of manufacturers of the Item, including subcontractors, to be utilized in the performance of the contract.

The following manufacturer(s)/subcontractor(s) will be utilized in the performance of the contract:

- a. Name and complete address of manufacturer/subcontractor: \_\_\_\_\_
- b. Location where work will be \_\_\_\_\_ *(please indicate the complete address if different from the address provided in a.)*
- c. Nature of manufacturing/subcontracting work performed: \_\_\_\_\_  
(Enter the information for each manufacturer/subcontractor)

Manufacturers/Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

The Bidder agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

**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.

*Samples may be requested to verify the compliancy of proposed products.*

*If samples and/or a rationale is requested, the bidder will be contacted by the Contracting Authority along with further instructions.*

**4.1.1 Technical Evaluation**

**Mandatory Technical Evaluation Criteria**

The mandatory technical evaluation criteria are:

**TABLE 1: Bidder Mandatory Capabilities Criteria**

<b>M1 - Mandatory Technical Criteria</b>			
<p>(a) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc. Bidders are requested to use the form provided in Annex C.</p>			
<p>(b) <b>Supporting Technical documentation:</b></p> <p>Bidders must include Technical brochure or technical data to demonstrate compliancy to the requirement as described in Annex A - Requirement. A copy of the Medical Device Licensing (MDL) of the product must also be provided.</p> <p>If the technical documents are not provided with the bid, the technical authority may request them from the supplier and the supplier will have 24 hours to send them.</p>			
<p>(c) <b>Medical Devices Establishment License (MDEL) or Interim Order (IO) authorization:</b></p> <p>Bidders must provide a copy of their MDEL or their IO authorization, all the quality controle (QC) and quality assurance (QA) tests, the licenses and available certification documents for this product to be sold in Canada, as a class 2 medical device.</p> <p>If the technical documents are not provided with the bid, the technical authority may request them from the supplier and the supplier will have 24 hours to send them.</p>			

<p><b>(d) Delivery Schedule and Supply Capacity:</b></p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2.</p> <p>The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			
<p><b>(e) Storage</b> (This criterion applies only if the bidder bids on the nitrile glove storage option).</p> <p>Bidders must demonstrate how they propose to meet PHAC's storage requirement for nitrile gloves. They must provide a plan of their warehouse (s) including capacity and dimensions and all other relevant information. The supplier must explain how he will manage the reception and inventory of the material.</p>			
<p><b>(f) Distribution to provinces and territories</b> (This criterion applies only if the bidder bids on the storage option AND the nitrile glove distribution option).</p> <p>Bidders must demonstrate how they propose to meet PHAC's distribution requirement to the provinces and territories.</p>			

**4.1.2 Financial Evaluation**

**4.1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (GTA, ON), transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including option quantity at no more than two decimal points.

## 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

Canada reserves the right to award one or multiple contracts (a maximum of 3 contracts) for any responsive bid in order to fulfil its overall requirement. Canada reserves the right to consider numerous factors in awarding one or multiple contracts, including but not limited to:

- (a) the bidder's experience and capacity outlined in response to M1;
- (b) the bidder's proposed delivery time frame for firm and optional quantities;
- (c) bidder's proposed price;
- (d) socio-economic considerations, such as businesses owned by aboriginals or minorities.
- (e) the supplier's ability to take care of inventory management (warehousing, material rotation and delivery).

The fact that a bid has been declared responsive does not mean that the bidder will be guaranteed contract.

This basis of selection does not limit Canada's rights outlined in the 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

## 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:

Medical Devices Establishment License (MDEL)  
Interim Order authorization (IO)

### 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 property 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.

### 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 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.

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](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 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**

### 5.2.3.2 Diverse (underrepresented) suppliers

PSPC promotes social procurement which creates greater inclusiveness and opportunities for participation by underrepresented groups in federal government procurement. Groups currently included in the pilot program are women, persons with disabilities, visible minorities, and Indigenous peoples. These underrepresented supply groups will be referred to as diverse suppliers and will have the opportunity to self-identify when submitting their bid.

“Indigenous business” means an entity which is:

- a sole proprietorship
  - or
  - a limited company
  - a co-operative
  - a partnership
  - a not-for-profit organization in which Indigenous persons (First Nations, Inuit, Métis) have at least 51 per cent ownership and control
- or

A joint venture consisting of two or more Indigenous businesses or an Indigenous business(es) and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51 per cent ownership and control of the joint venture.

### 5.2.3.3 Ethical procurement certification

The Bidder certifies the following:

#### 1. Child labour

The Bidder and its first-tier subcontractors do not employ child labour, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.

#### 2. Forced labour

The Bidder and its first-tier subcontractors do not use forced labour or compulsory labour in all its forms, including trafficking in persons for the purpose of forced or compulsory labour, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.

#### 3. Abuse and harassment

The Bidder and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.

#### 4. Discrimination

The Bidder and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

#### 5. Freedom of association and collective bargaining

Where provided for by law, the Bidder and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer. No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Bidder and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.

#### 6. Occupational safety and health

The Bidder and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.

#### 7. Fair wages

The Bidder and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Bidder and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.

#### 8. Hours of work

Except in extraordinary circumstances, the Bidder's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.

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**Bidder's authorized representative signature**

---

**Date**

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

This contract is being put in place by Canada as part of its response to the COVID-19 pandemic.

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Requirement**

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

#### **6.2.1 Optional Requirement**

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex B under the same terms and conditions and at the prices and/or rates stated in the Contract.
- b) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units. The Contracting Authority may exercise the option to purchase additional units 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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), 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 for a one (1) year period.

#### **6.4.2 Delivery Date**

The delivery is requested starting at the beginning of November 2020 until no later than March 31, 2021.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified on the first page of the contract.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Patricia Carpentier  
Title: Procurement Specialist  
Procurement Directorate  
Public Works and Government Services Canada

Telephone: 514-641-6573  
E-mail address: [patricia.carpentier@tpsgc-pwgsc.gc.ca](mailto:patricia.carpentier@tpsgc-pwgsc.gc.ca)

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 Technical Authority (to be filled in only at contract award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above 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.

**6.5.3 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: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**PBN** (procurement business number) if available:

If you don't already have a PBN, we invite you to create one at the following link:

<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

## **6.6 Payment**

### **6.6.1 Basis of Payment**

#### **Requirement**

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

#### **Optional Requirements**

For the option to purchase additional quantities, if Canada exercises its option, Canada will pay the Contractor, firm unit price, as specified in Table "2", Annex "B" – Basis of Payment. 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 Method of Payment**

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor

SACC Manual clause [H1001C](#) (2008-05-12) Multiply Payment

SACC Manual clause [H3028C](#) (2010-01-11) Advance payment

### **6.6.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. 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.

Health Canada – PHAC  
Accounting Operation East, P2P Invoices  
18th Floor, Room 1855C  
200 Eglantine Drive  
Jeanne Mance Building, Tunney's Pasture  
Ottawa, ON K1A 0K9

- 
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) Invoices and order confirmations can be sent via e-mail to:  
[hc.p2p.east.invoices-factures.est.sc@canada.ca](mailto:hc.p2p.east.invoices-factures.est.sc@canada.ca)
  - (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.

### 6.8.2 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.

## 6.9 Applicable Laws

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

## 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 general conditions 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment and;
- e) the Contractor's bid dated \_\_\_\_\_ .

## 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

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 [D6010C](#) (2007-11-30) Palletization

## **6.12 Shipping Instructions**

### **6.12.1 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) GTA, Ontario Incoterms® 2010 for shipments from a commercial contractor.

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.

### **6.12.2 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;
  - (iii) Lot number;
  - (iv) Expiry date and/or shelf life.
- (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 and/or shelf life.
- (c) Identify the carton(s) which contain the packing slip.
- (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.

### **6.13 Shelf Life**

The Contractor must ensure that all items supplied must have a minimum shelf life of three (3) from date after delivery.

#### **6.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## ANNEX A - REQUIREMENT

**This contract is being put in place by Canada as part of its response to the COVID-19 pandemic**

Public Health Agency of Canada (PHAC) – Emergency Services Depot has a requirement for the supply and delivery of nitrile gloves for delivery to the Greater Toronto Area (GTA), ON. The products must meet the specifications as outlined below.

**Order must not interfere with current allocation to Frontline Health Care facilities.**

- The purpose of this order is to supply health systems and health care workers with medical supplies, including personal protective equipment in response to COVID-19.
- PHAC, through the National Strategic Stockpile System (NESS), is submitting a collaborative purchase order specifically in support of the Provincial and Territorial Ministries of Health as well as 2 federal departments with a mandate for front line health care responsibilities (Indigenous Services Canada and Correctional Services Canada).
- This order is not intended for other federal department without first line health care responsibilities.

The requirement includes all of the following items:

### Article 1: Nitrile gloves

Your product must meet the technical specifications released by the World Health Organization (WHO). The specifications are detailed in the [Disease Commodity Package \(DCP\) for COVID-19](#).

Commodity	Technical description	
Gloves, examination, non-sterile	Gloves, examination, nitrile, powder-free, non-sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large, X-large Minimum Length: 230 mm.	<ul style="list-style-type: none"><li>• EU MDD Directive 93/42/EEC Category III</li><li>• EU PPE Regulation 2016/425 Category III</li><li>• EN 455</li><li>• EN 374</li><li>• ANSI/ISEA 105</li><li>• ASTM D6319 or equivalent</li></ul>

The supplier must have a Medical Device Establishment Licensing (MDEL) and a Medical device Licensing (MDL) OR an Interim order (IO) authorization.

Interim Order : <https://www.canada.ca/en/health-canada/services/drugs-health-products/drug-products/announcements/interim-order-importation-sale-medical-devices-covid-19.html>

<https://www.canada.ca/en/health-canada/services/drugs-health-products/drug-products/announcements/interim-order-importation-sale-medical-devices-covid-19/guidance-medical-device-applications.html>

The supplier is required to notify us of any product recall sold in Canada or if the IO registration or approval has been withdrawn.

## OPTIONS

### Article 2 : Storage

### Article 3 : Distribution

The bidder can bid on option 2 (storage) OR on option 3 (distribution) OR on option 2 AND 3 (storage AND distribution).

#### 1.1. *Scope*

1.2.1. PHAC requires a storage service for nitrile gloves (referred as PPE in this document) and, as an option, delivery of items to authorized users.

#### 1.2. *Requirements*

1.3.1. The contractor must meet the requirements detailed in this Statement of Work (SOW).

1.3.2. Unless otherwise specified, the Contractor must use its own Materiel Handling Equipment (MHE), other warehousing equipment, supplies for warehousing/distribution (pallets, boxes, tape, etc), and software/systems to fulfill its obligations under this SOW

#### 1.3. *Acronyms*

GC	Government of Canada
WMS	Warehouse Management System
PHAC	Public Health Agency of Canada
PPE	Personal Protective Equipment
PSPC	Public Services and Procurement Canada
P/T	Provinces and Territories
SKU	Stock Keeping Unit
SOW	Statement of Work

## 2. PROGRAM MANAGEMENT

### 2.1. *Reports*

1.1.1. The Contractor must provide the TA a daily Shipment Delivery Report, or provide PHAC designated users access to information on all shipments including, the authorized user, PPE products ordered and shipped, status of order, ETA, tracking number and confirmation of deliveries.

1.1.2. The Contractor must provide the TA a daily Inventory Status Report, or provide PHAC designated users access to information on all the PPE products held in the Contractor's custody including, Stock Keeping Unit (SKU), description of product, inventory balances, bin or yard locations, warehouse space remaining, and quarantined PPE products.

1.1.3. The Contractor must provide PHAC any other management reports within 3 business days deemed required by the TA at no additional cost to PHAC. This could include, but not limited to: cycle time, fill rate, percentage and number of on-time deliveries, inventory turnover rates, and shelf-life expiry.

1.1.4. For each shipment received, the Contractor must input the following information into a web-based system provided by the Government of Canada: quantity of each PPE, reception date and receiving location. In the event that the Contractor encounters issues or is unable to match a specific shipment to information already in existence in this system, the Contractor must notify the TA.

1.1.5. Reports must be easy to understand without intensive training.

## **2.2. Records**

2.2.1. A copy of all records, including inventory management documents, receipt vouchers, stock transfer forms, packing slips and disposal records must be sent to PHAC upon contract termination. During the life of the contract, the Contractor must provide access to these documents upon request.

## **3. MATERIEL MANAGEMENT**

### **3.1. Warehouse Management System (WMS)**

3.1.1. The Contractor must use a Warehouse Management System (WMS) to manage PHAC's PPE.

3.1.2. PHAC's PPE information must not be accessible by the Contractor's other clients in the Contractor's WMS. The Contractor must not share or release PHAC's information unless approval has been granted by the TA

3.1.3. The Contractor's WMS must:

3.1.3.1. capture PHAC's new PPE product information in real-time, and record all activities affecting PHAC's inventory levels under the custody of the Contractor;

3.1.3.2. be scalable to accommodate changes in inventory without diminishing the overall performance of the system;

3.1.3.3. retain a complete and detailed history on inventory balances, stocktaking, shipping, and delivery of all items;

3.1.3.4. be integrated with the Order Management System (OMS) to ensure that inventory and usage information is automatically updated as orders are processed, the integration is preferred, but not mandatory;

3.1.3.5. provide item status updates of items being received, warehoused, or shipped when requested by the TA; and

3.1.3.6. capture, but is not limited to the list below:

#	Item Description
1	Date of goods receipt
2	Manufacturer Batch or Lot number
3	Manufacturer

4	Supplier
5	SKU number (generated by contractor, format specified by PHAC representative)
6	Product description
7	Quantity received
8	Total quantity by SKU
9	Testing Status: Pending, quarantine, pass
10	Location of SKU (bin locations, yard locations, floor locations)
11	Date shipped
12	Discrepancies against procurement order
13	Serial Number (if required)
14	Expiry date/ Self-life
15	Product packaging description (including Master and Inner Package quantity when applicable)
16	Date shipment arrived at destination
17	Loss or damages

- 3.1.4. The Contractor must establish and maintain a product catalogue in their WMS.
- 3.1.5. The Contractor is responsible for ensuring the accuracy of master data. The Contractor may add or delete PPE products over the term of the contract only with the approval of the PHAC TA.
- 3.1.6. The Contractor must update the WMS catalogue within 24 hours of receiving Advanced Shipping Notification (ASN) of new PPE, or when notified by a PHAC representative.

## 4. TRANSPORTATION

### 4.1. *Outbound Transportation (Distribution Services)*

- 4.1.1. When outbound transportation is requested by PHAC, the Contractor is responsible for all distribution activities including the timely and safe arrival of PPE products to all authorized users shipping addresses, by all modes of transportation (ground trucking, rail, courier, air freight, 3<sup>rd</sup> party carrier, or sub-contractors).
- 4.1.2. The Contractor must track and report the status of the PPE, from the time an item leaves the Contractor's warehouse to confirmation receipt at destination.
- 4.1.3. The Contractor must utilize a tracking method that provides ongoing, and up to date information on the status of any of the products from the time PPE leaves the point of departure to arrival at the specified destination. The Contractor must provide tracking numbers for all orders, with an Estimated Time of Arrival (ETA), and confirmation when a shipment has been delivered at the final destination.
- 4.1.4. The Contractor must prioritize shipments when directed by PHAC, including providing same day or next day delivery upon request (depending on location). For all shipments, the Contractor must deliver PPE products using the lowest cost transportation practicable to meet the requested delivery standard. All "Priority" next day delivery will be directed and authorized by the TA (see Section 4.2). Delivery options must also comply with special provision requirements (i.e. refrigerated service) when requested by PHAC.
- 4.1.5. The delivery standards set out in this section apply to all deliveries of PPE. The following provisions relative to varying levels of service apply to the time elapsed between the receipt of an order by the Contractor, shipping of the order from the Contractor's warehouse, and

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the total transit time required for delivery to the authorized user's destination. The different levels of service are described below.

- 4.1.5.1. Regular Service (most economical): Regular service means order fulfillment and delivery equivalent to, or more than three (3) calendar days from the time an order is placed.
- 4.1.5.2. Urgent Service: Urgent service means order fulfillment and delivery within one (1) to two (2) calendar days from the time orders are received. It is recognized that Urgent Service delivery standards may not be possible to certain authorized users given the delivery addresses in remote locations.
- 4.1.6. Upon request by TA, the Contractor is required to provide cold chain shipping (see Appendix 1 for product specific requirements).

## **5. WAREHOUSE MANAGEMENT**

### **5.1. General**

- 6.1.1. The Contractor must provide warehousing services located in Canada for PHAC PPE inventory. The Contractor must take into account the possible growth or reduction in space over the term of the contract. The warehousing must be scalable should the quantity of inventory increase or decrease.
- 6.1.2. The Contractor must provide access to PPE and shipments under their custody to PHAC/Health Canada representative(s) upon request. During normal working hours (0800 to 1700) immediate access to loads must be made available.
- 6.1.3. The Contractor must provide secure storage space with controlled access ensuring that PHAC PPE under their custody is safeguarded against theft or loss, and restricted access to the general public. Only authorized PHAC staff and Contractor staff have access to the inventory.
- 6.1.4. The Contractor must ensure that PHAC PPE is not subject to damage or alteration caused by contact with, or exposure to, water, dampness, fire, chemicals, excessive heat, excessive cold, soiling, stagnant air, odours, insects, and pests.
- 6.1.5. In the event of damage or loss to PHAC PPE inventory, the Contractor must notify the PHAC TA as soon as possible. The TA will determine the cause of the damage or loss and may hold the Contractor liable.
- 6.1.6. A list of anticipated PPE products and their respective storage requirements is located at Appendix 1. The Contractor may be required to provide acclimatized control for most products with a range of 12C to 23C. Upon request, the Contractor is responsible to provide cold storage from -20C to -25C.

### **6.2. Indoor Storage**

- 6.2.1. The Contractor must provide indoor climate controlled warehouse space to properly store a variety of PHAC PPE. PHAC PPE cannot be stored with chemicals, agricultural products, or petroleum based products in the same warehouse. The warehouse should have a location system, bins, racks or floor space markings.

**6.3. Inbound Warehouse Services**

- 6.3.1. The Contractors must provide Inbound Warehouse Services encompassing all activities from shipment arrival at the Contractor's warehouse until PPE has been processed for put-away. The Contractor must offload sea containers from trucks once they arrive at the warehouse so that they can be deconsolidated or be held in storage prior to deconsolidation.
- 6.3.2. Contractor must provide yard storage for inbound sea containers while they are awaiting to be deconsolidated prior to return to terminal.
- 6.3.3. The Contractor must provide deconsolidation and reconsolidation services when shipments arrive at the Contractor's warehouse, including;
  - 6.3.3.1. deconsolidating loads, from pallets and sea containers and re-packing the loads into individual boxes, pallets, or into other configurations as directed by PHAC;
  - 6.3.3.2. deconsolidating up to 20 sea containers (combination of 20' and 40') of PPE per day upon request;
  - 6.3.3.3. deconsolidating up to 1000 cubic meters air loads per day upon request; and
  - 6.3.3.4. deconsolidating up to 30 standard 53' truck loads per day upon request.
- 6.3.4. The Contractor must accept and manage partial shipments for goods receipt verification, tracking and distribution purposes.
- 6.3.5. The contractor must audit each shipment to ensure the appropriate quantities and products were received upon receipt of the shipment. The Contractor must count and record all inventory levels in their WMS. Any missing PPE or discrepancies must be immediately reported to the TA.
- 6.3.6. The Contractor must process the shipment from shipment pick up to inventory capture into WMS in one (1) business day for shipments of up to 500 pallets on a given day. TA may grant exceptions under extraordinary circumstances if requested by the Contractor.
- 6.3.7. The Contractor must process the shipment from pick up to inventory capture into WMS in three (3) to four (4) business days or sooner for shipments of up to 3000 pallets on a given day. TA may grant exceptions under extraordinary circumstances if requested by the Contractor.
- 6.3.8. When the Contractor receives a PPE shipment, the Contractor must segregate a pre-determined quantity of PPE product as directed by PHAC. This stock may be held for long- term storage.
- 6.3.9. These products must be accessible and the Contractor must be able to distribute the PPE within 24 hours upon notification from PHAC. The Contractor WMS must have the ability to reserve this product and ensure it is not available for orders unless directed by PHAC. The contractor must have the ability to physically segregate the stock if requested.

**6.4. Internal Warehouse Services**

- 6.4.1. The Contractor must provide internal warehouse services including the processes while the inventory is in their custody at their warehouse.
- 6.4.2. The Contractor must catalogue and confirm total quantity of stock upon receipt of items. The Contractor must identify products and manufacturers and catalogue new items. The inventory

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count must be inputted into the Contractor WMS. Discrepancies between manufacturer waybill and the Contractor count must be immediately reported to PHAC.

- 6.4.3. The Contractor must open a small percentage of the boxes for reasons including but not limited to: confirm quantity count, allow PHAC inspectors to draw samples for testing, and take photos of PPE for cataloguing purposes. The TA will advise the exact quantity to be opened for each shipment.
- 6.4.4. The Contractor must ensure that cataloguing of all new products is completed before stock is put away. The Contractor must ensure that all data as per 3.1.4.6 is provided to PHAC and recorded in the Contractors WMS. The Contractor must ensure that all shipments have product information sheets affixed to them, and as directed by PHAC.
- 6.4.5. The Contractor must take photos of PPE as directed by PHAC.
- 6.4.6. Only the TA may declare items as surplus. When directed by PHAC, the Contractor must ship products to disposal sites. If disposal activities are required, the TA will provide the contractor with disposal instructions. The Contractor must provide certifications of destruction or disposal upon request of the TA. Any disposal activities authorized by PHAC must comply with applicable laws and regulations in relation to the removal hazardous materials and dangerous goods.
- 6.5. *Outbound Warehouse Services***
- 6.5.1. The Contractor must provide outbound Warehousing services covering activities from the time on order is placed for PPE to the time the item has been loaded on an appropriate means of transport for shipment to the authorized user.
- 6.5.2. The Contractor must physically retrieve the PPE from the bin location in the Contractors' warehouse, in the quantity requested from the authorized user as orders are received.
- 6.5.3. As orders are fulfilled from inventory, the inventory balances must be updated and new balances reflected in the WMS. This must be completed during order fulfillment in order to provide TA current information on inventory
- 6.5.4. The Contractor must verify that products taken from inventory correspond to the items actually ordered. If any items are wrongly shipped, due to error on the part of the Contractor, the Contractor is responsible for any costs incurred in replacing those items with the correct items. The Contractor is responsible for all shipping costs associated with the return of PPE product that was wrongly shipped due to Contractor error.
- 6.5.5. The contractor must affix shipping and SKU labels to all outbound shipments. The Contractor must also affix additional documentation and markings in accordance with PHAC requirements. This includes affixing product information sheets (to be provided by PHAC) to every single shipment upon direction from PHAC.
- 6.5.6. The Contractor must ensure that the authorized users who placed orders receive an Advance Shipping Notification (ASN) including products shipped, shipping volume (number of pallets and cubic meter), ETA, and tracking number, and each box must contain a packing slip indicating the items in that box.
- 6.5.7. The Contractor must combine and package PPE for shipment in such a manner as to minimize shipping costs while ensuring that all items delivered are packaged in such a manner as to avoid damage in transit.

- 6.5.8. If an order is large enough to be shipped on pallets, the Contractor must confirm with the authorized user that their office or facility can accept the pallets before shipping the order.
- 6.5.9. The Contractor must supply all materiel required for shipping products. This includes shipping materials such as pallets, re-boxing, shipping tape, envelopes, and pallets labels. The Contractor must print and affix all labels and product information sheets as specified by PHAC. The Contractor must use their address as the return address.

## **6.6. *Delivery Addresses***

- 6.6.1. A list of current authorized user locations will be provided by PHAC. Only the PHAC representative may add and remove authorized user shipping locations.
- 6.6.2. The Contractor must ship PPE to other PHAC owned warehouses located in Canada, if directed by PHAC.

## **7. CONTRACT CESSATION**

### **7.1. *Contract Activities***

The TA will subsequently provide the Contractor with instructions to the repossession, transfer PHAC inventory back to PHAC's possession and/or disposal of such inventory as required. All actioned required to execute these activities must be completed within 30 calendar days.

### ANNEX B – BASIS OF PAYMENT

The bidder must indicate which, if not all, items it can provide, the price of each item offered as well as a delivery schedule detailed in Table 2 below in accordance with section **6.6.1 Basis of Payment**.

All products offered by the bidder must comply with the specifications set out in Annex A.

**Order must not interfere with current allocation to Frontline Health Care facilities.**

*The bidders may choose to bid on one item or all items listed in Annex A and Table 1 below.*

**Article 1 :**

Size	Estimated total required quantity (in unit of gloves)
<i>Small</i>	<b>150 000 000</b>
<i>Medium</i>	<b>600 000 000</b>
<i>Large</i>	<b>600 000 000</b>
<i>X-Large</i>	<b>150 000 000</b>
<b>TOTAL</b>	<b>1 500 000 000</b>

**Table 1 : Bidder's proposal (to be completed) :**

Size	Proposed quantity (unit) by the supplier (total)	Unit of measure (For example, a package, a box, etc)	Number of units (For example, how many units are in the proposed package, box, etc)	Firm unit price * (What is the proposed price for the proposed package, box, etc)	Extended Price (Number of units X Firm unit price)
<i>Small</i>				_____ \$	_____ \$
<i>Medium</i>				_____ \$	_____ \$
<i>Large</i>				_____ \$	_____ \$
<i>X-Large</i>				_____ \$	_____ \$
<b>TOTAL</b>				_____ \$	_____ \$

\* = Firm unit price in CAD, DDP Transportation costs included, Applicable taxes extra.

**PROPOSED DELIVERY SCHEDULE**

(This table is only an example. Be sure to add the number of lines according to the number of weeks of delivery. For the delivery date, you must indicate a date or the week of (...)).

**Please indicate your FIRM delivery schedule proposal for each item listed under Table 1.**

**Table 2: Quantities and delivery schedule (the delivery is requested starting novembre 2020 until no later than March 31, 2021) :**

Start delivery date	Brand	Product No.	Size	Quantity (unit)	# cartons	Cost / cartons	boxes / cartons	gloves/ box	Unit cost per glove	Total Cost
<b>Week 1 of delivery</b>									\$	
									\$	
									\$	
									\$	
<b>Week 2 of delivery</b>										
									\$	
									\$	
									\$	
									\$	
<b>TOTAL</b>									\$*	

\*This amount is before taxes and include the delivery and transport fees (DDP GTA).

**OPTIONAL QUANTITIES**

The Contractor grants to Canada the irrevocable option to acquire the goods described under Table 1.1 under the same terms and conditions and at the prices stated in the Contract. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

The Option can be exercised at Canada's sole discretion. Canada is not obliged to exercise any options to acquire the goods described under Table 1.1 and this Contract does not represent a commitment to purchase such goods from the Contractor.

**Table 1.1: Optional Quantities**

Size	Quantity	Unit of measure (For example, a package, a box, etc)	Number of units (For example, how many units are in the proposed package, box, etc)	Firm unit price * (What is the proposed price for the proposed package, box, etc)
<i>Small</i>	To de determined			\$
<i>Medium</i>	To de determined			\$
<i>Large</i>	To de determined			\$
<i>X-Large</i>	To de determined			\$
<b>TOTAL</b>				\$

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## **Article 2 : Storage (OPTION)**

If the supplier is available to store the nitrile gloves that will be purchased under this contract, the supplier must provide us with the addresses (in Canada) of the various warehouses, the plans and the capacity of each. These warehouses must be available now and for the duration of the contract.

The supplier must indicate to us in his bid the breakdown of all costs related to the management and storage of nitrile gloves. These costs include, but are not limited to, handling, warehousing, weekly pallet handling, shipping materials, hourly rates, etc.

## **Article 3 : Distribution to provinces and territories (OPTION)**

If he supplier is available to manage the distribution of nitrile gloves to the various provinces and territories of Canada, the supplier must give us an estimate of the costs per delivery by truck (with an estimate of the quantity of gloves per truck), by province (or territory). It is also possible for the supplier to make the distribution by another type of transportation (example: train, plane). The supplier must ensure to always use the most economical type of transportation, unless advised otherwise by PHAC or SPAC.



N° de l'invitation – Solicitation  
**6D024-202962/A**  
N° de réf. du client – Client Ref.  
**6D024-202962**

No. Amd. N° de la modif. - No.  
No. CCC No./N° CCC - FMS No./N° VME

Id de l'acheteur – Buyer ID  
pv949

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**ANNEX D - COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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**ATTACHMENT to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT 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):

- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);

**ANNEX E - Evaluation Grid**

**Stage 1: Technical Evaluation — Bidder Mandatory Capabilities Criteria**

Mandatory Criteria	Reference Page #	Met / Not Met	Comment
<b>M1 - Mandatory Technical Criteria</b>			
<p>(a) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc. Bidders are requested to use the form provided in Annex C.</p>			
<p>(b) <b>Supporting Technical documentation:</b></p> <p>Bidders must include Technical brochure or technical data to demonstrate compliancy to the requirement as described in Annex A - Requirement. A copy of the Medical Device Licensing (MDL) of the product must also be</p>			
<p>for this product to be sold in Canada, as a class 2 medical device.</p> <p>If the technical documents are not provided with the bid, the technical authority may request them from the supplier and the supplier will have 24 hours to send them.</p>			
<p>(c) <b>Medical Devices Establishment License (MDEL) or Interim Order (IO) authorization:</b></p> <p>Bidders must provide a copy of their MDEL or their IO authorization, all the quality controle (QC) and quality assurance (QA) tests, the licenses and available certification documents for this product to be sold in Canada, as a class 2 medical device.</p> <p>If the technical documents are not provided with the bid, the technical authority may request them from the supplier and the supplier will have 24 hours to send them.</p>			

<p><b>(d) Delivery Schedule and Supply Capacity:</b></p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2. The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			
<p><b>(e) Storage</b> (This criterion applies only if the bidder bids on the nitrile glove storage option).</p> <p>Bidders must demonstrate how they propose to meet PHAC's storage requirement for nitrile gloves. They must provide a plan of their warehouse (s) including capacity and dimensions and all other relevant information. The supplier must explain how he will manage the reception and inventory of the material.</p>			
<p><b>f) Distribution to provinces and territories</b> (This criterion applies only if the bidder bids on the storage option AND the nitrile glove distribution option).</p> <p>Bidders must demonstrate how they propose to meet PHAC's distribution requirement to the provinces and territories.</p>			

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**ATTACHMENT E to PART 5 OF THE 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's](#) 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)