



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Drugs, Vaccines and Biologics Division/Div.des produits  
pharmaceutiques,biologiques et de vaccins

Terrasses de la Chaudière 5th Floor

10 Wellington Street

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Acetaminophen 350mg and 500mg Acétaminophène 350mg et 500mg	
<b>Solicitation No. - N° de l'invitation</b> E60PH-21ACEP/A	<b>Date</b> 2021-08-04
<b>Client Reference No. - N° de référence du client</b> E60PH-21ACEP	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SPH-895-80273	
<b>File No. - N° de dossier</b> ph895.E60PH-21ACEP	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-08-19</b> Heure Avancée de l'Est HAE	
<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> Bissonnette(ph895), Suzanne	<b>Buyer Id - Id de l'acheteur</b> ph895
<b>Telephone No. - N° de téléphone</b> (819) 360-4895 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N de l'invitation  
E60PH-21ACEP/A

Amd. No. - N de la modification

Buyer ID - Id de l'acheteur  
ph895

Client Ref. No. - N de rf. du client

File No. - N du dossier

E60PH-21ACEP

phE60PH-21ACEP

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

- (a) Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:  
[tpsgc.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.

- (b) Bidders are requested to include Form 1 – Bid Submission with their bids. It provides a common

form in which bidders can provide information required for contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but is recommended. If Canada determines that the information requested on the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

**NOTE TO BIDDER: Please include the requested information on "FORM 1 - BID SUBMISSION".**

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

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

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

### **2.4 Applicable Laws**

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

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

### **2.5 Offers from Agents, Dealers or other Resale Outlets**

- (a) If the Bidder is not the manufacturer of the items offered, but is bidding on behalf of a prime manufacturer, in addition to the other requirements of this bid solicitation, it is mandatory upon request that the Bidder submit a letter of authorization, confirming that the Bidder is in fact the Authorized Agent, from the manufacturer it claims to represent.
- (b) The Bidder will be required to submit the original letter within five (5) calendar days from date of written request. The letter must be an original, under the letterhead of the prime manufacturer. Failure to submit the letter of authorization within the required time frame will result in the bid being declared non-responsive.

**NOTE TO BIDDER: Please include the requested information on "FORM 2 – AUTHORIZED AGENTS".**

### **2.6 Distribution by a Third Party**

If the Bidder has an agreement(s) in place with a Third Party Distributor(s) (e.g. a logistics company) with whom the Identified Users may place orders for the products contained in any resulting contract, please indicate the following for each distributor:

- (a) the name of the distributor;
- (b) the complete address including postal code;

- (c) name of local contact and local telephone/facsimile numbers;
- (d) the minimum order per call up required by the distributor; and
- (e) responsibility for accepting orders, invoicing and receipt of payment.

***NOTE TO BIDDER: Please include the requested information on "FORM 2 – AUTHORIZED AGENTS".***

## **2.7 Disclosure of Information - Federal Government Quantities and Pharmaceutical Prime Vendor Standing Offer Holder**

- (a) Users procure most of their pharmaceutical supplies through a Pharmaceutical Prime Vendor Standing Offer (PPVSO). At the present time, there is a National Master Standing Offer (NMSO) with McKesson Canada to provide this service (Standing Offer E60PH-16PVSO/001/PH).
- (b) The Bidder must in the event of a resulting Contract agree and consent to the disclosure of its Contract unit prices to McKesson Canada, or to another PPVSO holder as may be necessitated by a change in current arrangements by Canada. The Bidder further agrees that it will have no right to claim against Canada or the Identified Users in relation to such disclosure.
- (c) The Bidder agrees to appoint the Pharmaceutical Prime Vendor, or another PPVSO holder as may be the case, as an Authorized Agent for the purposes of:
  - (i) receiving and fulfilling orders under the Standing Offer, and
  - (ii) receiving payment.

***NOTE TO BIDDER: Please include the requested information on "FORM 2 – AUTHORIZED AGENTS".***

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

### **3.1 Bid Preparation Instructions**

- (a) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

- (i) Section I: Technical Bid
  - (ii) Section II: Financial Bid
  - (iii) Section III: Certifications
  - (iv) Section IV: Additional Information
- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
  - (i) Section I: Technical Bid - 1 hard copy
  - (ii) Section II: Financial Bid - 1 hard copy
  - (iii) Section III: Certifications - 1 hard copy
- (c) If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the

electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

- (d) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (e) Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
  - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation.
- (f) In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
  - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- (b) For each drug proposed, the Bidder must provide:
  - (i) Drug Identification Number (DIN); or
  - (ii) Evidence that the Bidder has submitted a duly completed New Drug Submission to Health Canada's Biologic and Radiopharmaceutical Drugs Directorate (BRDD), no later than the closing date of this RFP and that BRDD has accepted the submission for review. A copy of the application and proof of acceptance of the submission for review by BRDD must be included.
- (c) The bidder is required to provide full details on its policy for exchanges/credits for returned merchandise, including the return of expired or damaged products, and the return of pharmaceuticals for destruction.
- (d) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Form 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

### 3.3 Section II: Financial Bid

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

- (b) The quantities provided in Annex A-1 are only an approximation of requirements given in good faith and do not represent any firm commitment by Canada. The quantities specified herein are subject to change prior to Contract award. The Identified User reserves the right to alter quantities or to withdraw from participation for any given item. A quantity change for an item which represents a significant change in the Requirement may result in a decision to re-tender that item.
- (c) Bidders are to note the unit of measure (U of M) requested for each item and submit their prices accordingly.
- (d) Where the U of M used is per tablet or caplets, Bidders must submit one price per single tablet or caplets.

### **3.3.1 Electronic Payment of Invoices**

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

If Annex "H" 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 SACC Manual Clauses**

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

## **3.4 Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Mandatory Technical Criterion**

As specified under the Mandatory Technical Criterion in Annex E.

<b><i>NOTE TO BIDDER: Please include the requested information on "ANNEX E – MANDATORY TECHNICAL CRITERION".</i></b>
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#### **4.1.2 Financial Evaluation**

As specified under the Financial Offer in Annex F.



## 4.2 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- (b) If there are two or more bids with identical lowest evaluated prices, the names of all Bidders with identical lowest bid prices will be placed in a hat and the winner will be the first name drawn from it. All Bidders with the lowest bid price will be invited to witness the event.
- (c) Recommendation for contract award will be based on the lowest responsive price per item as indicated at Annex A-1. Multiple contracts may be awarded from this solicitation.

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

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

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html)" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.  
(<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>)
- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html)" list at the time of contract award.

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

### **6.1 Security Requirement**

There is no security requirement applicable to this Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the Requirement at Annex A-1 to the Identified User as listed in Annex B.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010A (2020-05-28) General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

#### **6.3.2 Warranty - Amendment to General Conditions 2010A**

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

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

- (i) Full and immediate reimbursement;
- (ii) Equivalent full credit against future purchases under the Contract; or
- (iii) Partial replacement and partial reimbursement or partial credit.

## **6.4 Term of Contract**

### **6.4.1 Period of Contract**

The period for placing orders and rendering services against the Contract will be from contract award up to and including June 30, 2022.

### **6.4.3 Option - Add Identified User**

Subject to the mutual agreement of the Contractor and Canada, additional Identified Users may be added to the Contract at a price not to exceed the Contract price and subject to the same conditions

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

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

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

Telephone: 819-360-4895  
Email address: [suzanne.bissonnette@pwgsc.gc.ca](mailto:suzanne.bissonnette@pwgsc.gc.ca)

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

### **6.5.2 Identified User**

- (a) The Identified User is provided in Annex B.
- (b) The Identified User is the representatives of the department, agency, province or territory for whom the Work is being carried out under the Contract. The Identified User has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
- (c) The Contractor understands and agrees that the Identified User may specify multiple authorized representatives and destination points and may change and/or add to the authorized representatives and destinations specified on Annex B.

### 6.5.3 Other Users

Other users include other Federal Government Departments and Agencies and/or other Provinces / Territories not currently included on Annex B.

### 6.5.4 Canada and Public Works and Government Services as Agent

- (a) The Contractor acknowledges that Canada is acting as an agent for the Identified User. Canada will only be funding and paying for Orders placed on behalf of a Federal Government Department or Agency.
- (b) Orders placed by or on behalf of a non-Federal Government Department or Agency Identified User under the Contract are the responsibility of the Identified User for whom or by whom the Order is placed. To the extent that the Contract involves orders placed by Canada on behalf of a non-Federal Government Department or Agency Identified User, Canada is acting as an agent for the Identified User only and the Identified User is solely liable and responsible for funding and payment of those orders.
- (c) The Contractor acknowledges and agrees that, unless otherwise specified, Canada is not liable under the Contract to the extent that it involves Orders placed on or on behalf of a non-Federal Government Department or Agency Identified User, and the Contractor agrees that it must not make any claim or take any proceeding against Canada for any loss, damages, or non-payment in any way related to or arising out of such Orders.

### 6.5.5 Contractor Representative

<b>NOTE TO BIDDER: Please include the requested information on "FORM 1 - BID SUBMISSION".</b>
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- (a) General enquiries:

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

- (b) Delivery follow-up:

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

### 6.6 Authorized Agents

The Third Party Distributor(s) listed herein have been appointed by the Contractor as an Authorized Agent(s) for the purpose of:

- (i) receiving and fulfilling orders under the contract; and
- (ii) for the purpose of receiving payment.

**Authorized Agent(s):**

\_\_\_\_\_  
  
\_\_\_\_\_

Receipt by the Authorized Agent of payment for any order filled by that Authorized Agent will be deemed to be receipt by the Contractor of such payment. This arrangement does not remove the Contractor from any of their responsibilities under this Contract. The Contractor agrees and understands that it will be solely responsible for ensuring that all Authorized Agents are aware of and comply with the terms and conditions of the contract. The Contractor must provide a complete copy of the Contract to each Authorized Agent for reference.

The Contractor is responsible for delivery in the event of default by the Authorized Agent(s) for those products only that are normally offered by the Contractor.

The Contractor agrees that if the Authorized Agent defaults on one or more items, the order cannot be terminated in whole, but only for those portions relating to goods or services specified in the particular Contract to which the default relates and only after the Contractor has been provided with a reasonable opportunity to remedy the default. If during the contract period there is a change in the list of Agents as initially indicated in the contract, the Contractor must immediately inform the PWGSC Contracting Authority listed herein, in writing, of this change.

**6.6.1 Disclosure of Information - Contracts (Multiple)**

The Contractor agrees and accepts that its Agent(s) listed on this contract may represent the holder of a contract other than itself. The Contractor further agrees and accepts that its prices, along with those prices offered by those other Contractors, will appear on the multiple order form, thereby making the prices specified public information.

**6.6.2. Disclosure of Information - Federal Government Pharmaceutical Prime Vendor Standing Offer Holder**

- (a) Users procure most of their pharmaceutical supplies through a Pharmaceutical Prime Vendor Standing Offer (PPVSO). At the present time, there is a National Master Standing Offer (NMSO) with McKesson Canada to provide this service (Standing Offer E60PH-16PVSO/001/PH).
- (b) In the event of a resulting Contract, the Bidder agrees and consents to the disclosure of its Contract unit prices to McKesson Canada, or to another PPVSO holder as may be necessitated by a change in current arrangements by Canada. The unit prices are strictly for the use by McKesson Canada (or by another PPVSO Holder) in fulfilling its requirements under the NMSO with the users. The Bidder further agrees that it will have no right to claim against Canada or the users in relation to such disclosure.
- (c) The Bidder agrees to appoint the Pharmaceutical Prime Vendor, or another PPVSO holder as may be the case, as an Authorized Agent for the purposes of:
  - (i) receiving and fulfilling orders under the Standing Offer, and
  - (ii) receiving payment.

***NOTE TO BIDDER: Please include the requested information on "FORM 2 – AUTHORIZED AGENTS".***

In order to facilitate this process, **within 5 working days** of receiving the Contract award, and/or any subsequent contract amendments, the Contractor must supply a copy of the Contract pricing to:

*To be provided at contract award*

## **6.7 Ordering**

### **6.7.1 Order against Contract**

- (a) The Work to be performed under the Contract will be on an "as and when requested basis" using an Order against Contract ("Order").
- (b) **Process for Issuing an Order:** If a requirement is identified, an Order will be prepared by the Identified User and sent to the Contractor by letter, by e-mail, or by telephone, or any other means agreed to by the parties and evidenced in writing.
- (c) **Contents of an Order:** The Order must contain the following information, if applicable:
  - (i) An order number;
  - (ii) price, quantity and description of goods being ordered;
  - (iii) delivery location;
  - (iv) invoicing address; and
  - (v) any other constraints that might affect the work.
- (d) **Delivery:** Unless otherwise indicated in the Order, delivery must be made within seven (7) calendar days from receipt of an Order.
- (e) **Charges for Work under an Order:** The Contractor must not charge the Identified User anything more than the price set out in the Order unless the Identified User has issued an Order amendment authorizing the increased expenditure. The Identified User 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 being incorporated into the Work.
- (f) Each Identified User may change and/or add to the destinations specified in Annex "C".

### **6.7.2 Minimum Work Guarantee - All the Work**

- (a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$ to be inserted at contract award
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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

## **6.8 Packaging**

Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination.

### **6.8.1 Shipping Instructions**

Goods must be consigned to the destinations specified in the order and delivered DDP Delivered Duty Paid (per order/call up document), Incoterms 2010 for shipments from a commercial contractor.

### **6.8.2 Maintenance of the Cold Chain During Transportation**

Throughout the shipping process, the product must remain in temperature controlled and monitored conditions in accordance with the manufacturer's recommended storage conditions and/or as described within the product monograph.

### **6.8.3 Shipment of Hazardous Materials**

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

## **6.9 Payment**

### **6.9.1 Basis of Payment - Firm Unit Price(s)**

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 Annex A-1. Customs duties are included and Applicable Taxes are extra.

### **6.9.2 Limitation of Expenditure - Cumulative Total of all Orders**

- (a) Canada's total liability to the Contractor under the Contract for all Orders, inclusive of any revisions, must not exceed the sum of \$to be inserted at contract award. Customs duties are included, and Applicable Taxes are extra.
- (c) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

### **6.9.3 Electronic Payment of Invoices** *(if applicable, to be inserted at contract award)*

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

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

- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

#### **6.9.4 SACC Manual Clauses**

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

#### **6.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- (c) The original and one copy of all invoices are to be forwarded to the Identified User specified on the Order for certification and payment.

#### **6.11 Product Recall or Withdrawal**

- (a) In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and all Identified Users who have been delivered the recalled or withdrawn Work and must collect and destroy the delivered, recalled, or withdrawn Work at their own cost.
- (b) The Contractor must, upon the request of Canada or an Identified User, replace as soon as possible any recalled or withdrawn Work at their own cost.
- (c) If full replacement is not available in a timeframe acceptable to Canada or an Identified User, then Canada or the Identified User may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
  - (i) Full and immediate reimbursement;
  - (ii) Equivalent full credit against future purchases under the Contract; or
  - (iii) Partial replacement and partial immediate reimbursement or partial credit under the Contract.

#### **6.12 Returns**

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

- (a) Damaged during shipment from Contractor, the Contractor must provide full credit or replacement or refund for all returned Work where Contractor was contacted within 5 days of delivery to and acceptance by the Identified User. Damaged Work will be returned FCA Free Carrier (Identified user) Incoterms 2010 to the address specified below. The Contractor is responsible for shipping costs.
- (b) Contractor's Return Facilities:

***NOTE TO BIDDER: Please include the requested information on "FORM 1 - BID SUBMISSION".***

Address:  
Contact Name:  
Telephone:  
Facsimile:  
Email:



### **6.13 Notice of Anticipated Shortage**

- (a) The Contractor must notify the Contracting Authority when it becomes aware of a potential problem, delay, or event that may lead to a shortage of any of the quantities listed in Annex A-1. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the Contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this Contract, and the expected date by which the shortage will be fully corrected.
- (b) For the purpose of this clause "shortage" is defined as the inability to meet an Order in full or the failure to maintain the minimum stockpile, if applicable.

### **6.14 Inability to Supply**

- (a) In the event that the Contractor is unable to supply the Work in accordance with the terms and conditions of the Contract, whether as the result of product discontinuation or for any other reason, the Contractor will provide a substitute product acceptable to the Identified User at a price no greater than firm unit price specified in Annex A-1.
- (b) Should the Identified User be required to purchase the Work from an alternate source at a higher price, the Contractor must reimburse the Identified User for the difference between the price paid to the alternate source and the firm unit price specified in Annex A-1
- (c) Should the Identified User be required to purchase the Work from an alternate source, Canada reserves the right to adjust the final total estimated quantity in the Contract.

### **6.15 Reporting**

#### **6.15.1 Periodic Usage Reports:**

The Contractor must provide a report for all purchases under the Contract. The report must be submitted in an electronic format to the Contracting Authority and must summarize the following:

- (a) all purchases by the Identified User listed in Annex B;
- (b) The Contractor must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no there are purchases during a given period, the Contractor must still provide a "NIL" report.
- (c) The data must be submitted in electronic format to the Contracting Authority on a biannual basis for the duration of the Contract. The reporting periods are defined as follows:
  - (i) Award of contract to December 31; and
  - (ii) January 1 to June 30.

The data must be submitted to the Contract Authority no later than 15 calendar days after the end of the reporting period.

### **6.16 Certifications**

#### **6.16.1 Compliance**

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

#### **6.17 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.

#### **6.18 Applicable Laws**

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

#### **6.19 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".

#### **6.20 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) Goods (Medium Complexity);
- (c) Annex A: Statement of Requirement, Pricing & Deliverables;
- (d) Annex B: Identified User and Delivery Point;
- (e) Annex C: Example of Periodic Report
- (f) Annex D: Return Policy
- (g) Annex E: Technical Mandatory Criteria
- (h) Annex F: Financial Offer
- (i) Annex G: Federal Contractors Program for Employment Equity - Certification
- (j) the Contractor's bid dated\_\_\_\_\_.

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## **ANNEX A**

### **STATEMENT OF REQUIREMENT, PRICING & DELIVERABLES**

#### **1. Requirement:**

To supply pharmaceuticals in accordance with the item descriptions listed in the attached Annex A-1.

#### **2. Price Proposal**

All prices are firm unit prices. Prices are inclusive of all costs, DDP Delivered Duty Paid (per order/call-up document), Incoterms 2010, transportation charges included, customs duties and excise taxes included if applicable, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) is extra, if applicable. Each firm unit price is applicable for all destinations in Canada.

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**ANNEX A-1**  
**STATEMENT OF REQUIREMENT, PRICING AND DELIVERABLES**

See attached

An electronic copy of the spreadsheet can be requested from the Contracting Authority by sending an e-mail to:  
[suzanne.bissonnette@pwgsc.gc.ca](mailto:suzanne.bissonnette@pwgsc.gc.ca)

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**ANNEX B**  
**IDENTIFIED USER AND DELIVERY POINT**

Ontario	
Billing Address	Delivery Address
SUPPLY CHAIN AND FACILITIES BRANCH MINISTRY OF HEALTH AND LONG-TERM CARE 99 ADDESSO DRIVE CONCORD, ON L4K 3C7 ATT: LORI CHEWINS, 416-327-0831	ONTARIO GOVERNMENT PHARMACEUTICAL AND MEDICAL SUPPLY SERVICE (OGPMSS) SUPPLY CHAIN AND FACILITIES BRANCH MINISTRY OF HEALTH AND LONG-TERM CARE 99 ADDESSO DRIVE CONCORD, ON L4K 3C7 ATT: ANISA KAZI, 416-326-9136

[illegible]

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## **ANNEX D – RETURN POLICY**

*To be inserted at Contract award*

Bidder's return policies are to be provided in the event that goods are damaged in shipment. The Bidder hereby acknowledges that, unless otherwise noted, terms and conditions submitted as part of a Return Policy will not form part of any resulting Contract and are superseded by PWGSC terms and conditions.

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## ANNEX E

### MANDATORY CRITERION

A Bid must meet all Mandatory Criteria (M1 and M2). Failure on the part of the Bidder to meet any one (1) of the Mandatory Criteria will result in their bid being deemed non-responsive, and their bid will be given no further consideration.

#### MANDATORY CRITERIA

**M1.** Bidders must agree to the *Disclosure of Information - Pharmaceutical Prime Vendor Standing Offer Holder* clause.

The Bidder agrees to appoint Canada's Pharmaceutical Prime Vendor, or another prime distributor as may be the case, as an Authorized Agent for the purposes of:

- (i) receiving and fulfilling orders under the Standing Offer, and
- (ii) receiving payment

Yes \_\_\_\_\_ No \_\_\_\_\_

**M2.** Where the Unit of Measure is per tablet or capsule, Bidders must submit one price per single capsule or tablet. Bidder must agree to keep price per Unit of Measure the same regardless of format size. As an example, if the unit price per tablet is \$0.25, it would remain the same for a bottle of 100 tablets (\$25.00) or 200 tablets (\$50.00).

Yes \_\_\_\_\_ No \_\_\_\_\_



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## ANNEX F

### FINANCIAL OFFER

Based on the methodology detailed below, bids meeting all the mandatory criteria will be evaluated on the basis of their financial offer.

#### 1. Price Calculation

Bidders with the lowest responsive price per item will be recommended for contract award.

In Annex A -1, Bidders must fill in their firm unit price per Unit of Measure (U of M) in column (B), titled *Firm Price per U of M*. The unit price contained in Column (B) will be multiplied by the total quantity in Column (A), titled *Maximum Total Estimated Quantities*, to give a total extended price in Column (C) (ex:  $A \times B = C$ ).

The price per unit of measure must remain the same regardless of format size. As an example, if the unit price per tablet is \$0.25, it would remain the same for a bottle of 100s (\$25.00) or 200s (\$50.00).

An electronic copy of Annex A-1 will be provided upon request. Please send requests to [suzanne.bissonnette@pwgsc.gc.ca](mailto:suzanne.bissonnette@pwgsc.gc.ca) **5 days** prior to bid closing date and time.

## **ANNEX G to PART 5 - BID SOLICITATION FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour  
([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)) 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)

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## **ANNEX H to PART 3 OF THE BID SOLICITATION**

### **1. Electronic Payments Instruments** *(As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.)*

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

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FORM 1 - BID SUBMISSION		
Bidder's full legal name		
Bidder's Address		
Bidder's Procurement Business Number (PBN)		
Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)		
Contractor Representative – General enquiries	Name	
	Title	
	Telephone #	
	Facsimile #	
	E-mail	
Contractor Representative – Delivery follow-up	Name	
	Title	
	Telephone #	
	Facsimile #	
	E-mail	
Returns	Address to return product	
	Contact Name	
	Telephone #	
	Facsimile #	
	E-mail	
Point of Manufacturing/Shipping	Manufacturing	
	Shipping	

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### FORM 1 - BID SUBMISSION

**Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently on the board of directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner.**

On behalf of the Bidder, by signing below, I further confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and:

1. The Bidder considers itself and its Products able to meet all the mandatory requirements described in the bid solicitation;
2. This Bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is issued a Contract, it will accept all the terms and conditions set out in the resulting contract included in the bid solicitation.

**Contractor's Bid Dated**

**Signature of Authorized  
Representative of Bidder**

FORM 2 – AUTHORIZED AGENTS		
1) Offers from Agents, Dealers or other Resale Outlets	Instructions	Requested Information
If the Bidder is not the manufacturer of the items offered, but is bidding on behalf of a prime manufacturer, in addition to the other requirements of this bid solicitation, it is mandatory upon request that the Bidder submit a letter of authorization, confirming that the Bidder is in fact the Authorized Agent, from the manufacturer it claims to represent.	Please list the manufacturer(s) and contact information for which the Bidder is bidding on behalf of.	Manufacturer 1 (address/contact): _____ _____ _____ _____
		Manufacturer 2 (address/contact): _____ _____ _____ _____
		Manufacturer 3 (address/contact): _____ _____ _____ _____
The Bidder will be required to submit the original letter within five (5) calendar days from date of written request. The letter must be an original, under the letterhead of the prime manufacturer. Failure to submit the letter of authorization within the required time frame will result in the bid being declared non-responsive.	Letter is included with the bid (attached)? Checkmark either option.	YES _____ NO _____
	Letter will be sent within 5 calendar days of the written request? Checkmark either option.	YES _____ NO _____

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## FORM 2 – AUTHORIZED AGENTS (CONTINUED)

2) Distribution by a Third Party	Instructions	Requested Information			
If the Bidder has an agreement(s) in place with a Third Party Distributor(s) (e.g. a logistics company) with whom the users may place orders for the products contained in any resulting contract.	Please indicate the following information for each distributor:	#1) Name of the distributor: _____ Complete address including postal code: _____ _____ Name of local contact and telephone/fax numbers: _____ _____ Minimum order per call up required by the distributor: _____			
			Accepting Orders	Invoicing	Receipt of Payment
		Bidder			
		Distributor			
	Please use a checkmark to identify the following responsibilities:	Either			
		#2) Name of the distributor: _____ Complete address including postal code: _____ _____ Name of local contact and telephone/fax numbers: _____ _____ Minimum order per call up required by the distributor: _____			
				Accepting Orders	Invoicing
	Bidder				
	Distributor				
		Either			

FORM 2 – AUTHORIZED AGENTS (CONTINUED)		
3) Disclosure of Information - Federal Government Quantities and Pharmaceutical Prime Vendor Standing Offer Holder	Instructions	Requested Information
Users procure most of their pharmaceutical supplies through a Pharmaceutical Prime Vendor Standing Offer (PPVSO). At the present time, there is a National Master Standing Offer (NMSO) with McKesson Canada to provide this service.	Please checkmark either option.	The Bidder agrees to appoint the Pharmaceutical Prime Vendor, or another PPVSO holder as may be the case, as an Authorized Agent for the purposes of:  (i) receiving and fulfilling orders under the Standing Offer, and (ii) receiving payment.  YES _____ NO _____
	Please checkmark either option.	In the event of a resulting Contract, the Bidder agrees and consents to the disclosure of its Contract unit prices to McKesson Canada, or to another PPVSO holder as may be necessitated by a change in current arrangements by Canada. The Bidder further agrees that it will have no right to claim against Canada or the users in relation to such disclosure.  YES _____ NO _____