



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting 3 (D Svcs C 3)
Direction des contrats de service 3 (DC Svc 3)
Attention: Alan Escobedo Fox
D Svcs C 3-5-3-2
By e-mail to / Par courriel:
Alan.escobedofox@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

<p>Solicitation Closes / L'invitation prend fin:</p> <p>At / à</p> <p>02:00 PM Eastern Standard Time (EST)</p> <p>On / le:</p> <p>13 March 2023</p>
--

<p>Title / Titre</p> <p>Regular and Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)</p>	<p>Solicitation No. / N° de l'invitation</p> <p>W6369-23-A085</p>
<p>Date of Solicitation / Date de l'invitation</p> <p>31 January 2023</p>	
<p>Address Enquiries to / Adresser toutes questions à:</p> <p>Alan Escobedo Fox D Svcs C 3-5-3-2 Alan.escobedofox@forces.gc.ca</p>	
<p>Telephone No. / N° de téléphone</p>	<p>FAX No. / N° de fax</p>
<p>Destination</p> <p>See herein</p>	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<p>Delivery Required / Livraison exigée</p>	<p>Delivery Offered / Livraison proposée</p>
<p>Vendor Name and Address / Raison sociale et adresse du fournisseur</p>	
<p>Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</p> <p>Name – Nom _____ Title – Titre _____</p> <p>Signature _____ Date _____</p>	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

A. There is no security requirement applicable to this requirement.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Trade Agreements

A. The requirement is subject to the provisions of World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA), and Canada-Ukraine Free Trade Agreement (CUFTA).



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 (SACC) Manual* (<https://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 (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days
 - (v) Section 06, Late bids, is deleted in its entirety;
 - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
 - (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
 - (viii) Section 20, Further information, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and



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place indicated on page 1 of the bid solicitation.

- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.2.1 Electronic Submissions

- A. **Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario** OR [insert the name of the province or territory].
- B. 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)



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- Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
- Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
- Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
- Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3

3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications



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

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For Part 2, article 2.4, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
 - (iv) Any other information submitted in the bid not already detailed.

**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the work described in the bid solicitation will be consistent with this data.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Work of the bid solicitation.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars and are to exclude the cost of applicable taxes, delivered at Place (DAP) Incoterm 2010. The contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes. Federal and provincial sales taxes are applicable.

1. Pricing Schedule

Currency	Canadian Dollars
-----------------	------------------

1.1 Initial Requirement

Initial Requirement (Delivery 8 weeks from contract award)						
Item	Product	Firm Price per unit (A)	Estimated Quantity (B)	Sub-Total (C) = (A x B)	HST/GST (D)	Total Estimated Cost E = (C + D)
1	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)		50,500			
Total Evaluated Cost (item 1)						

2.2 Optional Requirements

Optional Requirements 1 01 April 2023 to 31 March 2024						
Item	Product	Firm Price per unit (F)	Estimated Quantity (G)	Sub-Total (H) = (F x G)	HST/GST (I)	Total Estimated Cost J = (H + I)
1	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)		Up to 101,000 (to be exercised in part or in full)			
Total Evaluated Cost (item 2)						



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Optional Requirements 2						
01 April 2024 to 31 March 2025						
Item	Product	Firm Price per unit (K)	Estimated Quantity (L)	Sub-Total (M) = (K x L)	HST/GST (N)	Total Estimated Cost O = (M + N)
1	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)		Up to 101,000 (to be exercised in part or in full)			
Total Evaluated Cost (item 3)						

Total Evaluated Cost (for bid evaluation purposes)	
GRAND TOTAL (ITEM 1 + ITEM 2+ ITEM 3)	\$



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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International); and

() Wire Transfer (International Only).



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, financial and evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- A. The following mandatory technical criteria must be demonstrated with supporting documentation as requested for each criteria in the table below which must be provided with the Bidder's response at the time of bid submission. Failure to submit supporting documentation that clearly demonstrates the mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration. Any information proposed as options or additions to the work will NOT be evaluated.

#	REQUIREMENT	NOTES (MANDATORY & MUST BE EGIBLE): 1. Cross-reference to proposal (page, section, para).
M1	The Bidder must provide a description and picture of the product to demonstrate that their Regular and Minitip Swab has a flocked nylon fiber tip.	
M2	The Bidder must provide design drawings or a photo with a measurement scale to demonstrate that their Regular and Minitip Nylon Flocked has a 100 mm breaking point	
M3	The bidder must demonstrate that the volume of Universal Transport Medium (UTM) is 3 mL. The Bidder must provide a copy of the UTM release specifications.	
M4	The bidder must demonstrate that the UTM contains antibiotics to prevent overgrowth of bacteria and yeasts. The Bidder must provide a copy of the product package insert to demonstrate there are antibiotics contained in the UTM.	
M5	The Bidder must demonstrate that their product, comprised of the swab and UTM, holds a Class II Medical Device License in Canada. The Bidder must provide a copy of the Medical Device License, or a screenshot of the device license number from the Health Canada Medical Devices Active License Listing (MDALL) .	



#	REQUIREMENT	NOTES (MANDATORY & MUST BE EGIBLE): 1. Cross-reference to proposal (page, section, para).
M6	<p>The Contractor must hold a valid Medical Device Establishment License covering the licensable activities within the scope of Annex A – Requirement, of the contract.</p> <p>The bidder must provide a copy of the Medical Device Establish License, or screenshot of the Medical Device Establishment license number from the Medical Device Establishment License Listing.</p>	

4.1.2 Financial Evaluation

A. The price of the bid will be evaluated as follows:

- (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
- (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

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

C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

D. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

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

B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the earliest bid received based on the date and time stamp of the email will be recommended for award of a contract.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](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#>).



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- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.



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PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

A. There is no security requirement applicable to the Contract.

6.2 Requirement

A. The Contractor must provide the item(s) detailed under the Requirement at Annex A.

6.2.1 Optional Goods

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

6.3 Standard Clauses and Conditions

A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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

A. **2010A** (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government"

means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3.2 Warranty – Amendment to General Conditions 2010A

A. 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:



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

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to 31 March 2025 inclusive.

6.4.2 Delivery Date

- A. The deliverables of the Initial Requirement must be received eight (8) weeks after contract award.
- B. Delivery for any optional Requirement must be within 15 weeks of a contract amendment.

6.4.3 Delivery Points

- A. Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Organization: _____

Address: Department of National Defence
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone: _____

E-mail: _____

- B. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not



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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

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Organization: _____
Address: Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone: _____
E-mail: _____

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

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment. Custom Duties are excluded and Applicable Taxes are extra.
- B. 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 – Multiple Payments

A. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:



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- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work delivered has been accepted by Canada.

6.6.3 Taxes-Foreign-based Contractor

- A. Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- B. Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.6.4 Canadian Customs Duties – Department of National Defence - Importer

- A. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
- B. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
- C. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the *Customs Tariff*.

6.6.5 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International); and
- (ii) Wire Transfer (International Only).

6.7 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.



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- B. Each invoice must be supported by:
- (i) A copy of the release document and any other documents as specified in the Contract;
 - (ii) A description of the Work delivered; and
 - (iii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)
Department of National Defence (DND)
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
c/o: [organization to be detailed in the resulting contract]
attn: [name to be detailed in the resulting contract]
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario [or as specified by the bidder in its bid, if applicable].

6.10 Priority of Documents

- A. 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:
- (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement



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- (iv) Annex B, Basis of Payment;
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

6.12 Packaging

- A. Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:
 - (i) On each package and carton:
 - (a) Contractor's Name;
 - (b) Manufacturer's Brand Name;
 - (ii) On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:
 - (a) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
 - (b) Global Trade Identification Number (GTIN) (if applicable);
 - (c) Lot Number; and
 - (d) Expiry Date.
 - (iii) Identify the carton(s) which contain the packing slip. If the Contractor will use the GTIN, then Bar codes on shipping package (i.e., shrink wrapped product), secondary and primary package, including variable data, must comply with GS1 standards and the Canadian Automated Identification of Vaccine Products process (if applicable);
 - (iv) The Contractor must identify partly packed carton(s) and box (es).
 - (v) 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 Canadian Food and Drug Regulations.
 - (vi) 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 Labelling

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each



item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.14 Excess Goods

- A. The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.15 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 orders. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the Contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this Contract, and the expected date by which the shortage will be fully corrected.
- B. For the purpose of this clause "shortage" is defined as the inability to meet an Order in full.

6.16 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 drug discontinuation or for any other reason, the Contractor will provide a substitute product acceptable to Canada at a price no greater than firm unit price specified in Annex B.
- B. Should the Department of National Defence be required to purchase the Work from an alternate source at a higher price, the Contractor must reimburse the Department of National Defence for the difference between the price paid to the alternate source and the firm unit price specified in Annex A.
- C. Should the Department of National Defence be required to purchase the Work from an alternate source, Canada reserves the right to adjust the final total estimated quantity in the Contract.

6.17 Product Recall or Withdrawal

- A. In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and must collect and destroy the delivered, recalled, or withdrawn Work at their own cost.
- B. The Contractor must, upon the request of Canada, replace as soon possible any recalled or withdrawn Work at their own cost.
- C. If full replacement of the Work affected 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; or



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

6.18 Returns

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

- (i) 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. The Contractor is responsible for shipping costs.

Contractor's Return Facilities: **To be detailed in the resulting contract**

Address:

Contact Name:

Telephone:

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

6.19 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: A2001C (2006-06-16) when the contract is to be with a foreign-based supplier.

6.19 Foreign Nationals (Foreign Contractor)

A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.20 Insurance

A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



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6.21 Shipping Instructions (DND) – Delivered at Place (DAP) Incoterm 2010

- B. Goods must be consigned to the destination specified in the Contract and delivered:
- (i) Delivered at Place (DAP) Petawawa, Ontario, Incoterms 2010 for shipments from a commercial contractor.
 - (ii) The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes.

6.22 Transportation Costs

- A. The Contractor must ship the goods prepaid including all delivery charges to Petawawa, Ontario. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.23 Canadian Customs Documentation

A. General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. Shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the *Canada-United States-Mexico Agreement* (CUSMA):
 - a) For goods valued at more than USD\$1,000, the Contractor must provide a certification of origin of the goods that demonstrate that the good is originating. This may be provided on the commercial invoice or any other document and does not need to follow a prescribed format, but must:
 - (i) Describe the originating good in sufficient detail to enable its identification;
 - (ii) Meet the requirements as set out in the [Uniform Regulations for Rules of Origin](#); and
 - (iii) Contain a set of minimum data elements as described in Annex 5-A ([Chapter 5](#) of CUSMA) that indicate that the good is both originating and meets the requirements of Chapter 5.
 - b) For goods valued at USD\$1,000 or less, the proof must be a statement on the invoice certifying that the good qualifies as an originating good.

In either case, an original signature and a reference to the contract number must be included in the document. For contracts valued at C\$250,000 or more, the certification of origin will not be required. If applicable, the exchange rate to be used to determine the value of goods in USD is the exchange rate on the Direct Shipment Date, which is the date the shipment starts its direct journey to the Buyer.

3. For shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide the certification of origin of the



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goods. This proof must be in the form of a CIFTA Certificate of Origin for goods valued at more than C\$1,600, or for goods valued at C\$1,600 or less, a statement on the invoice certifying that the good qualifies as an originating good. In either case, an original signature and a reference to the contract number must be included in the document. For contracts valued at C\$250,000 or more, the proof of origin will not be required.

4. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

B. Completion of Documents

The CCI or commercial invoice must include the following information:

- a) complete description of the goods being shipped, including the applicable United States "[Schedule B](#)" codes or United States Harmonized Tariff Schedule codes;
- b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2010), including value of repairs, warranty repairs or replacement costs;
- c) the Contract number and financial codes (use Field 3 on the CCI form);
- d) country of origin of goods; and
- e) one of the following:
 - (i) when a CUSMA Certification of Origin/CIFTA Certificate of Origin has been prepared, a statement in the "Description" field of the CCI or commercial invoice confirming that the CUSMA Certification of Origin/CIFTA Certificate of Origin has been completed and is attached to the CCI or commercial invoice; or
 - (ii) when a CUSMA Certification of Origin/CIFTA Certificate of Origin was not required, a statement in the "Description" field of the CCI or commercial invoice certifying that the good qualifies as an originating good.

C. Distribution of Documents

1. The Contractor must attach one (1) copy of the CCI or one (1) copy of the commercial invoice, as applicable, to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation".
2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DNDCustoms-MDNDouanes@forces.gc.ca.

6.24 Maintenance of the Cold Chain During Transportation and the Use of Cold Chain Monitors

- A. The Contractor must maintain the product:



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- (i) at or between 15 to 25 degrees Celsius, or
 - (ii) as stated on the product label, or
 - (iii) in accordance with temperature conditions supported by stability data throughout transport from the Contractor to the Identified User ("Transport Conditions"). The Contractor must provide evidence to that effect from the data analysis of the temperature monitoring device or carrier logs, as applicable.
- B. The Contractor must use a continuous electronic monitoring device and a receiving notice specifying acceptance criteria must be included in the shipment. At the request of a Identified User, a color cold chain chemical indicator (heat and freeze) may be used.
- C. In the case of the use of a continuous electronic temperature-monitoring device, the Identified User will accept the Work on a conditional basis until a Certificate of Conformity is received. The Contractor must provide a Certificate of Conformity to the Identified User within three (3) business days of the Contractor's receipt of the monitoring device or the device's data in the case of an electronic information transfer. Unless the monitoring device is disposable, the Identified User will return all electronic monitoring devices to the Contractor within 24 hours of receiving the Work.
- D. A written "Certification of Conformity" confirms that:
 - (i) the required Transport Conditions were maintained during transport;
 - (ii) the integrity and quality of the product has not been affected by temperature excursions during transport, and
 - (iii) the integrity and quality of the product has not been affected by temperature excursions during transport, and
- E. The Contractor must maintain a record of the shipment and transport data when using an electronic monitoring device for the purpose of addressing any future enquiries from the Identified User. The Contractor must keep these records, as a minimum, until 12 months after the expiry date of the Work, as indicated on the drug product packaging label or 12 months following the end of the period of the Contract, whichever is the later.
- F. Failure of the Contractor to provide a Certificate of Conformity within this timeframe will entitle the Identified User to return the product to the Contractor for full replacement at no additional cost to the Identified User.
- G. Acceptance by an Identified User of a shipment not meeting the Transport Conditions is not a waiver of Transport Conditions for future shipments experiencing similar Transport Conditions either by the Identified User in question or by other Identified Users.
- H. During the evaluation of the Transport Conditions by the Contractor, the Identified User will ensure that the Work is maintained according to the storage recommendations stated in the product monograph.

6.25 Dispute Resolution



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- (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

1. TITLE

Regular and Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)

2. OBJECTIVE

The Strategic Medical Countermeasures Program on behalf of the Canadian Forces Health Services Group (CF H Svcs Gp), Department of National Defence (DND), has a requirement for a supply of an initial quantity of 50,500, and optional quantity of up to 101,000 Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM) for collection, transport, and preservation of clinical specimens for viral molecular diagnostic testing.

3. SPECIFICATIONS

3.1 The Regular and Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM) must have the specifications as follow:

Requirement	Specification
Swab	
Type	Flocked nylon fiber tip
Breaking point	100 mm
Packaging	Individually packaged in a peelable pouch
Universal Transport Medium	
Volume	3 mL
Container Dimensions	16 x 100 mm
Container Closure	Screw Cap
Formulation	Must contain antibiotics to prevent overgrowth of bacteria and yeasts
Swab + UTM Kit	
Storage	Between 2 – 25°C
Shelf-life	12 – 18 months from date of manufacture

4. CERTIFICATIONS

4.1 At the time of delivery, the product must hold a Class II Medical Device License in Canada and the Contractor must hold a valid Medical Device Establishment License covering the licensable activities within the scope of the contract.

5. DELIVERY REQUIREMENTS & SCHEDULE

5.1 Initial Requirement

a. The Contractor must supply the Regular Minitip Nylon Flocked Swabs with 3 mL UTM as detailed in the table below:

Description	Firm Quantity	Delivery Date
Regular Minitip Nylon Flocked Swab with 3 mL UTM	50,500	Eight (8) weeks from contract award



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5.2 Optional Requirement

- a. The Contractor must supply the Regular Minitip Nylon Flocked Swabs with 3 mL UTM of the Optional Requirement on as and when requested during the period of the Contract as detailed in the table below:

Description	Quantity	Delivery Date
Regular Minitip Nylon Flocked Swab with 3 mL UTM	Up to 101,000	Within 15 weeks of a contract amendment

6. SHIPPING CONDITIONS

- 6.1 Throughout the shipping process, the product must remain in a temperature controlled environment under monitored conditions in accordance with the recommended storage conditions on the labelling, or between 15 and 25°C. The Contractor must provide evidence to that effect from the data analysis of the temperature monitoring device/carrier logs as applicable.

7. SHELF-LIFE

- 7.1 At the time of delivery the product must have a minimum of 12 months of shelf-life remaining.

8. DELIVERY ADDRESS

DEPARTMENT OF NATIONAL DEFENCE
CENTRAL MEDICAL EQUIPMENT DEPOT
105 Montgomery Rd, Bldg: BB-104A
Garrison Petawawa
Petawawa ON
K8H 2X3



ANNEX B– BASIS OF PAYMENT

A. The Contractor will be paid the following firm unit prices upon the delivery/completion of the Requirement described in Annex A, Applicable Taxes excluded, delivered at Place (DAP) Incoterm 2010. The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately.

To be detailed in the resulting contract

1. Initial Requirement

Initial Requirement (Delivery eight (8) weeks from contract award)						
Item	Product	Firm Price per unit (A)	Quantity (B)	Sub-Total (C) = A x B	HST/GST (D)	Total Cost (CAD) E = (C + D)
1	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)		50,500			

2. Optional Requirements

Optional Requirements (As and when requested)						
Item	Product	Period	Quantity	Firm Price per unit	HST/GST	Total Price (CAD)
1	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)	Year 1 Contract Award to March 31, 2024	Up to 101,000 (to be exercised in part or in full)			
2	Regular Minitip Nylon Flocked Swab with 3 mL Universal Transport Medium (UTM)	Year 2 April 1, 2024 to March 31, 2025				