



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Sharps Containers	
<b>Solicitation No. - N° de l'invitation</b> 6D024-202341/C	<b>Date</b> 2020-07-14
<b>Client Reference No. - N° de référence du client</b> 6D024-202341	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-926-78908	
<b>File No. - N° de dossier</b> pv926.6D024-202341	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-07-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Buller, Julie	<b>Buyer Id - Id de l'acheteur</b> pv926
<b>Telephone No. - N° de téléphone</b> (613) 618-9923 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>4</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>5</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>ANNEX A – STATEMENT OF REQUIREMENT .....</b>	<b>17</b>
<b>ANNEX B– PRICING AND DELIVERY .....</b>	<b>18</b>
<b>ANNEX C– LIST OF PRODUCTS .....</b>	<b>21</b>
<b>ANNEX D TO PART 3 OF THE BID SOLICITATION .....</b>	<b>22</b>
<b>ELECTRONIC PAYMENT INSTRUMENTS .....</b>	<b>22</b>
<b>ANNEX E EVALUATION GRID OF THE BID SOLICITATION .....</b>	<b>23</b>
<b>PART 5 OF THE BID SOLICITATION .....</b>	<b>25</b>
<b>FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION .....</b>	<b>25</b>

## **PART 1 - GENERAL INFORMATION**

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

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

Public Health Agency of Canada (PHAC) – Emergency Services Depot has a requirement for supply and delivery of various vaccination consumables for COVID-19 to Ottawa, ON, as detailed in Annex A, as part of Canada's response to the COVID-19 pandemic.

### **1.3 Debriefings**

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

### **1.4 National Security Exception**

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

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

### **1.6 Epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.1.1 **SACC Manual Clauses**

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

### 2.2 **Submission of Bids –**

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

**Note:** For bidders submitting using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

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

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

### 2.3 **Improvement of Requirement During Solicitation Period**

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

### 2.4 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

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

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

- (a) **Pricing and Delivery:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including additional quantities. The identification of all necessary equipment, software, peripherals, cabling

and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (c) **Items not included in the bid:** Bidders are requested to state "Not included" in the pricing columns for any item that it does not intend to include in its bid.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item that is included in its bid and for which it does not intend to charge. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted. If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### Section III: Certifications

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

### 3.1.3 Origin of work

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

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

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

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

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

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

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

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

#### 4.1.1 Technical Evaluation

##### Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are:

**TABLE 1: Bidder Mandatory Capabilities Criteria**

<b>M1 - Mandatory Capabilities Criteria</b>			
<b>DIVERSITY PLAN</b>			
<p>PSPC promotes social procurement which creates greater inclusiveness and opportunities for participation by underrepresented groups in federal government procurement. Groups currently included in the pilot program are women, persons with disabilities, visible minorities, and Indigenous peoples. To meet PSPC's objectives of encouraging diversity, this procurement contains a Diversity Plan that aims at promoting diversity in Canada. As a result, bidders must submit a Diversity Plan as part of their proposal.</p>			
<b>Mandatory Criteria</b>	<b>Reference Page #</b>	<b>Met / Not Met</b>	<b>Comment</b>
<p>(a) <b>Human Resources Plan Benefiting Diversity</b></p> <p>The Diversity Plan is to include a Human Resource Plan that details the existing approach/Policy within the organization promoting a diverse workforce and/or how the Bidder intends to maximize the use of a diverse workforce in the management of this contract.</p>			
<p>(b) <b>Business Plan Benefiting Diversity (including subcontractors/suppliers)</b></p> <p>The Diversity Plan is to include a Business Plan that details the existing approach/Policy within the organization promoting partnering with diverse firms and/or how the Bidder intends to maximize the partnership with diverse firms in the management of this contract.</p>			

<p>(c) <b>Other Measures Benefiting Diversity</b></p> <p>The Diversity Plan is to include other relevant measures that the Bidder intends to elaborate/implement to promote diversity in the management of this contract</p>			
<b>M2 - Mandatory Technical Criteria</b>			
<p>(d) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc. Bidders are requested to use the form provided in Annex C.</p>			
<p>(e) <b>Supporting Technical documentation:</b></p> <p>Bidders must include Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A - Requirement.</p>			
<p>(f) <b>Medical Devices Establishment License (MDEL):</b></p> <p>Bidders must provide a copy of their MDEL and evidence that application for review of their MDEL was submitted to Health Canada before bid closing date, if applicable.</p>			
<p>(g) <b>Delivery Schedule and Supply Capacity:</b></p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2. The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			



## 4.1.2 Financial Evaluation

### 4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, ON) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including option quantity at no more than two decimal points.

## 4.2 Basis of Selection -

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

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

- (a) the bidder's experience and capacity outlined in response to M1 and M2;
- (b) the bidder's proposed delivery time frame for firm and optional quantities;
- (c) bidder's proposed price;
- (d) socio-economic considerations, such as businesses owned by aboriginals or minorities.

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

This basis of selection does not limit Canada's rights outlined in the 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

Medical Devices Establishment License (MDEL)

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## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Product Conformance

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

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**Bidder's authorized representative signature**

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**Date**

### 5.2.3.2 Diverse (underrepresented) suppliers

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

“Indigenous business” means an entity which is:

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

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

### 5.3 Canadian Content

SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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

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

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

### **6.1 Security Requirements**

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

### **6.2 Requirement**

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

#### **6.2.1 Optional Requirement**

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex B under the same terms and conditions and at the prices and/or rates stated in the Contract.
- b) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units. The Contracting Authority may exercise the option to purchase additional units at any time before the expiry of the Contract by sending a written notice to the Contractor.

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

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

#### **6.3.1 General Conditions**

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

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award for a one (1) year period.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before October 30, 2020.

#### **6.4.3 Delivery Points**

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

Solicitation No. - N° de l'invitation  
6D024-202341/C  
Client Ref. No. - N° de réf. du client  
PHAC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv926.6D024-201241

Buyer ID - Id de l'acheteur  
pv926  
CCC No./N° CCC - FMS No./N° VME

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Buller  
Title: Supply Specialist  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
140 O'Connor Street, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), East Tower  
Ottawa, Ontario, K1A 0R5  
Telephone: 613-323-4080  
E-mail address: Julie.buller@pwgsc-tpsgc.gc.ca

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

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

The Technical Authority for the Contract is:

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

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

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

### 6.5.3 Contractor's Accounts Payable Contact *(to be filled in only at contract award)*

Name:  
Telephone:  
E-mail address:

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

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

#### General enquiries

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

#### Delivery Follow-up

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

## 6.6 Payment

### 6.6.1 Basis of Payment

#### Requirement

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

#### Optional Requirements

For the option to purchase additional quantities, if Canada exercises its option, Canada will pay the Contractor, firm unit price, as specified in Table "2", Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Method of Payment

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause H1001C (2008-05-12) Multiply Payment

### 6.6.3 Electronic Payment of Invoices – Contract

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);

## 6.7 Invoicing Instructions

**6.7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

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

- 
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) Invoices and order confirmations can be sent via e-mail to:  
[hc.p2p.east.invoices-factures.est.sc@canada.ca](mailto:hc.p2p.east.invoices-factures.est.sc@canada.ca)
  - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment and;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement  
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
SACC Manual clause [D6010C](#) (2007-11-30) Palletization

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

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

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

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

### 6.12.2 Packaging

Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- (a) On each package and carton:
  - (i) Contractor's Name;
  - (ii) Manufacturer's Brand Name;
  - (iii) Lot number;
  - (iv) Expiry date and/or shelf life.
  
- (b) On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:
  - (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
  - (ii) Global Trade Identification Number (GTIN) (if applicable);
  - (iii) Lot Number; and
  - (iv) Expiry Date and/or shelf life.
  
- (c) Identify the carton(s) which contain the packing slip.
  
- (d) The Contractor must identify partly packed carton(s) and box (es).
  
- (e) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. In addition to the Contract Requirement, the Contractor must ensure that all goods are properly labeled and packaged in compliance with the Biologics and Genetic Therapies Directorate (BGTD) Regulations.
  
- (f) Over the period of the Contract, the Contractor may offer other packaging options consistent with emerging technology. Canada retains the right to refuse such offerings.

### 6.13 Workplace Hazardous Material Information System (WHMIS)

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).

The Contractor must label the product or container and must provide a material data safety sheet (MSDS) to the Technical Authority.

The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.



Any accompanying MSDS must not be older than three years old from date of delivery.

#### **6.14 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance**

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### **6.15 Shelf Life**

The Contractor must ensure that all items supplied must have a minimum shelf life of two (2) years from date after delivery.

#### **6.16 Dispute Resolution**

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

**ANNEX A**

**REQUIREMENT**


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

Public Health Agency of Canada (PHAC) – Emergency Services Depot has a requirement for the supply and delivery of sharp containers for delivery to Ottawa, ON. The products must meet the specifications as outlined below.

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

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

The requirement includes all of the following items:

Item No.	Asset	Technical Description	Quantity Required	This picture is for Reference only.	
1	Sharps Container	Disposable yellow translucent container designed for collection of sharps. Hinged lid or restricted access through lid to prevent needle stick injuries. Lid must be able to be secured once the sharps container is filled for proper disposal.	Size – 11.3L or comparable	200,000 EA	
			Size – 22.7L or comparable	30,000 EA	
			Size – 34L or comparable	20,000 EA	

**ANNEX B**

**BASIS OF PAYMENT  
(PRICING AND DELIVERY)**

The Bidder must identify which, if not all, of the items they can provide, the pricing for each item proposed as well as a detailed delivery schedule in the following Table 2 in accordance with **Article 6.6.1 - Basis of Payment**.

Public Health Agency of Canada (PHAC) – has a requirement of sharp containers with in accordance detailed in Annex “A” for delivery to Ottawa, ON. All products proposed by the Bidder must meet the specifications as outlined in Annex A.

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

**Delivery Address:**

NESS Kanata  
359 Terry Fox Dr.  
Kanata, ON  
K2K 2E7

Canada reserves the right to award one or multiple contracts (max. 3 contracts) for any responsive bid in order to fulfil its overall requirement.

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

**Table 1: Requirement**

ITEM NO.	Quantity Proposed by Bidder	DESCRIPTION	UNIT OF MEASURE (For example, a package, a box, etc)	# OF UNITS(For example, how many units are in the proposed package, box, etc)	FIRM UNIT PRICE (CDN) (What is the proposed price for the proposed package, box, etc)	Extended Price (CDN) (Number of Qtys X Firm Unit Price)
1		Sharps Container 11.3L or comparable			\$	\$
2		Sharps Container 22.7L or comparable			\$	\$
3		Sharps Container 34L or comparable			\$	\$

*\*= Firm Unit Price in CAD, DDP Transportation costs included, Applicable taxes extra.*

### OPTIONAL QUANTITIES

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

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

**Table 1.1: Optional Quantities**

Item	QTY	Description	UNIT OF MEASURE (For example, a package, a box, etc)	Unit of Issue (For example, how many units are in the proposed package, box, etc)	Firm Unit Price (CDN)
1	TBD	Sharps Container – 11.3L or comparable			\$
2		Sharps Container – 22.7L or comparable			\$
3		Sharps Container – 34L or comparable			\$

Solicitation No. - N° de l'invitation  
6D024-202341/C  
Client Ref. No. - N° de réf. du client  
PHAC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv926.6D024-201241

Buyer ID - Id de l'acheteur  
py926  
CCC No./N° CCC - FMS No./N° VME

**Please provide your proposed FIRM delivery timeframe for each item submitted below Table 1.**

**All deliveries must be completed on or before October 30, 2020.**

**Table 2: Estimate delivery timeframe and quantities**

Item	PART #	Descriptions	Estimated Delivery timeframe and quantities for each item that will be addressed	
			Date / Week	Quantities per week/month
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Solicitation No. - N° de l'invitation  
6D024-202341/C  
Client Ref. No. - N° de réf. du client  
PHAC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv926.6D024-201241

Buyer ID - Id de l'acheteur  
pv926  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX C**  
**LIST OF PRODUCTS**

<b>Product Name and Description</b>	<b>Model/Part Number</b>	<b>Name of Manufacture</b>	<b>Manufacture Location</b>	<b>Additional Information</b>

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

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

ATTACHMENT to PART 3 OF THE BID SOLICITATION

**ELECTRONIC PAYMENT INSTRUMENTS**

***As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.***

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

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

**ANNEX E**

**Evaluation Grid**

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

Mandatory Criteria	Reference Page #	Met / Not Met	Comment
<b>M1 - Mandatory Capabilities Criteria</b>			
<p>(a) <b>Human Resources Plan Benefiting Diversity</b></p> <p>The Diversity Plan is to include a Human Resource Plan that details the existing approach/Policy within the organization promoting a diverse workforce and/or how the Bidder intends to maximize the use of a diverse workforce in the management of this contract.</p>			EX
<p>(b) <b>Business Plan Benefiting Diversity (including subcontractors/suppliers)</b></p> <p>The Diversity Plan is to include a Business Plan that details the existing approach/Policy within the organization promoting partnering with diverse firms and/or how the Bidder intends to maximize the partnership with diverse firms in the management of this contract.</p>			
<p>(c) <b>Other Measures Benefiting Diversity</b></p> <p>The Diversity Plan is to include other relevant measures that the Bidder intends to elaborate/implement to promote diversity in the management of this contract</p>			
<b>M2 - Mandatory Technical Criteria</b>			
<p>(d) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc. Bidders are requested to use the form provided in Annex C.</p>			



<p><b>(e) Supporting Technical documentation:</b> Bidders must include Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A - Requirement.</p>		
<p><b>(f) Medical Devices Establishment License (MDEL):</b> Bidders must provide a copy of their MDEL and evidence that application for review of their MDEL was submitted to Health Canada before bid closing date, if applicable.</p>		
<p><b>(g) Delivery Schedule and Supply Capacity:</b> Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2. The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>		

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## ATTACHMENT E to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)