



**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

Title - Sujet 1ml Syringes	
Solicitation No. - N° de l'invitation 6D024-203336/A	Date 2020-10-21
Client Reference No. - N° de référence du client 6D024-203336	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-926-79226	
File No. - N° de dossier pv926.6D024-203336	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-30	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buller, Julie	Buyer Id - Id de l'acheteur pv926
Telephone No. - N° de téléphone (613) 618-9923 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

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PART 1 — GENERAL INFORMATION

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

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

Public Health Agency of Canada (PHAC), the Emergency Services Depot has a requirement for supply and delivery of 1ml Syringes for COVID-19 as detailed in Annex A, as part of Canada's response to the COVID-19 pandemic.

The "Requirement" is detailed under the Annex "A" - Statement of Requirement.

1.3 Debriefings

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

1.4 National Security Exception

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

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

1.5 Epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 1: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca (email address for epost Connect Service)

Note 2: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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 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.

2.4 Applicable Laws

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

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

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)
 - 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

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.

A bidder may only submit one bid. There may only be one proposed SKU per line item in Annex B.

Section I: Technical Bid

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

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

The technical bid consists of the following:

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

Section II: Financial Bid

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

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

- (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.

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 1** of Bid Solicitation "Electronic Payment Instruments", to identify which ones are accepted.

If **Attachment 1** 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.

3.3.2 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.

3.3.3 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

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

4.1.1 Technical Evaluation

Mandatory Technical Criteria

The mandatory technical evaluation criteria are:

TABLE 1: Bidder Mandatory Capabilities Criteria

M1 - Mandatory Technical Criteria			
Mandatory Criteria	Reference Page #	Met / Not Met	Comment
<p>(a) List of Products:</p> <p>Bidders must include a complete product list identifying: the product name and a detailed description, 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) Supporting Technical documentation:</p> <p>Bidders must include a Technical brochures or a technical data sheet to demonstrate compliancy to the requirement as described in Annex A - Requirement.</p>			

<p>(c) Medical Devices Establishment License (MDEL):</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>(d) Delivery Schedule and Supply Capacity:</p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2.</p>			

4.1.2 Financial Evaluation

Canada will calculate an evaluated price for the item listed in **Table 1, Annex B**.

4.1.2 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (TBD at Contract Award) – These items will be delivered to three main locations across the country; Toronto (GTA), Montreal, and/or the Calgary area. 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.

4.1.2.2 SACC MANUAL CLAUSE

[A9033T](#) 2012/07/16 Financial Capability

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 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 proposed delivery time frame for firm and optional quantities;
- (b) the bidder's experience and capacity;
- (b) bidder's proposed price;
- (c) 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

Medical Devices Establishment License (MDEL)

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Product Conformance

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

Bidder's authorized representative signature

Date

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with section 17 of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. (complete **Attachment 2**)

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/canada/esdc-labour/s website) 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. (complete **Attachment 3**)

5.2.3 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 Public Health Agency of Canada (PHAC), the Emergency Services Depot has a requirement for the supply and delivery of 1ml Syringes for COVID-19 as detailed in Annex A. This is part of Canada's response to the COVID-19 pandemic.

The "Requirement" is detailed under the Annex "A" - Statement of Requirement.

6.2.1 Optional Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Delivery Date

The delivery of 15,000,000 units must be delivered by January 31, 2021 and the remainder of 35,000,000 units must be completed on or before March 31, 2021.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

E-mail address: Julie.Buller@tpsgc-pwgsc.gc.ca
Telephone: (613) 618-9923

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

6.5.2 Project Authority

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

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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

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

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

General enquiries

Delivery Follow-up

Name: _____

Name: _____

Tel. No. _____ ext: _____

Tel. No. _____ ext: _____

E-mail address: _____

E-mail address: _____

PBN (procurement business number) if available:

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

<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

6.6 Payment

6.6.1 Basis of Payment

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

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) Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

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

6.7.2 Invoices must be distributed as follows:

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

Health Canada – PHAC

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

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2020-05-28) General Conditions - Goods (Medium Complexity);
- (c) **Annex A**, Requirement;
- (d) **Annex B**, Basis of Payment;
- (e) **Annex C**, List of Products;
- (f) 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 Product Recall or Withdrawal

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

6.13 Shipping Instructions

Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Location will be determined at contract award – three main locations across the country; Toronto (GTA), Montreal, and /or the Calgary area)
Incoterms® 2010 for shipments from a commercial contractor.

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

6.13.2 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.

6.14 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.

6.15 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.

6.16 Shelf Life

The Contractor must ensure that all items supplied must have a minimum shelf life of two (2) year upon delivery.

6.17 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

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

Item No.	Asset	Technical Specifications	Quantity Required	This picture is for Reference only.
1	1ml Syringes	<ul style="list-style-type: none"> • Must be single use and disposable; • Must be sterile, and latex-free; • Must have graduations by 0.1ml intervals; • Must have luer-lock tip; • Must be compatible with standard needles for luer-lock needle with safety engineered device; • Must have a minimum two year shelf-life upon delivery; • Must have Health Canada Class II Medical Device License; • Supplier must have Health Canada Medical Device Establishment License; 	50,000,000 EA	

DELIVERY ADDRESSES

Canada is in the process of finalizing a contract for a warehousing solution. The specific locations are not yet determined but they will within one of the following 3 areas:

1. Toronto, Ontario (or GTA)
2. Montreal, Quebec; and/or
3. Calgary, Alberta.

Part 2 – MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

Item No.	CRITERIA	THE BIDDER MUST PROVIDE THE FOLLOWING DOCUMENTATION TO SUBSTANTIATE COMPLIANCE	REFERENCE (E.G. Document Name, Page, and Paragraph number) TO SUBSTANTIATION IN THE TECHNICAL BID	YES	NO
M1	Must be single use and disposable.	Data sheet, brochure, catalogue			
M2	Must be sterile, and latex-free.	Data sheet, brochure, catalogue			
M3	Must have graduations by 0.1ml intervals.	Data sheet, brochure, catalogue			
M4	Must have luer-lock tip	Data sheet, brochure, catalogue			
M5	Must be compatible with standard needles for luer-lock needle with safety engineered device.	Data sheet, brochure, catalogue			
M6	Must have a minimum two year shelf-life upon delivery.	Data sheet, brochure, catalogue			
M7	- Must have Class II Health Canada Medical Device License; - Supplier must have Health Canada Medical Device Establishment License;	A copy of the approval letter from the Regulatory Authority that approved the medical device product.			

ANNEX B – BASIS OF PAYMENT

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

The product offered by the bidder must comply with the specifications set out in Annex A.

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

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

A bidder may only submit one bid. There may only be one proposed SKU per line item in Annex B.

Article 1 :

	Total Quantity	Delivery Timeline
1ml Syringe	The first 15,000,000 units	By January 31, 2021
	The remainder 35,000,000 units	On or before March 31, 2021
TOTAL	50,000,000	

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

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		1ml Syringe			\$	\$

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

PROPOSED DELIVERY SCHEDULE

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

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

Table 2: Quantities and delivery schedule:

(Delivery of 15,000,000 units must be delivered by January 31, 2021, and the remainder of 35,000,000 units on or before March 31, 2021)

Estimated Delivery timeframe and quantities for each item that will be addressed									
Description	Brand	Product No.	Date/Week	Quantities per week/month	Total # of Cases	Cases/Pallet	Total # of Pallets	Special Storage Req.	Origin of Supply
1									
2									
3									
4									
5									

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	Est. 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) (What is the proposed price for the proposed package, box, etc)
1	10,000,000 ea	1ml Syringe			\$

ANNEX C – LIST OF PRODUCTS

The Bidder must provide a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods in the following Table in accordance with **Article 4.1.1 (a) – List of Products.**

Table 2: List of Products:

Product Name and a detailed description	Model/Part Number	Name of Manufacturer	Location (Origin) of Manufacture	Shipping Point

Attachment 1 – ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

Attachment 2 – COMPLETE LIST OF DIRECTORS

(As per PART 5, article 5.2.1)

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

ATTACHMENT 3 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

(As per PART 5, article 5.2.2)

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)