

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 a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet BALLISTIC EYE WEAR	
Solicitation No. - N° de l'invitation W8484-15P2PE/A	Date 2016-05-10
Client Reference No. - N° de référence du client W8484-15P2PE	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-899-70916
File No. - N° de dossier pv899.W8484-15P2PE	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Gauthier, Martin	Buyer Id - Id de l'acheteur pv899
Telephone No. - N° de téléphone (613)404-8642 ()	FAX No. - N° de FAX (819)956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	BALLISTIC EYE WEAR TO MEMBERS OF THE CANADIAN ARMED FORCES OF THE DEPARTMENT OF NATIONAL DEFENCE. THE INITIAL PERIOD WILL BE FOR TWO YEARS AND THERE WILL BE THREE ONE-YEAR OPTION PERIODS.	W8484	W8484	1	Each	\$	\$		See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offers
- 2.4 Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1 Offer
- 6.2 Security Requirements
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Standing Offer
- 6.5 Authorities
- 6.6 Identified Users
- 6.7 Call-up Procedures
- 6.8 Call-up Instrument
- 6.9 Limitation of Call-ups
- 6.10 Priority of Documents
- 6.11 Certifications
- 6.12 Applicable Laws
- 6.13 Price Lists

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

B. RESULTING CONTRACT CLAUSES

- 7.1 Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Term of Contract
- 7.4 Payment
- 7.5 Invoicing Instructions
- 7.6 SACC Manual Clauses

List of Annexes:

- Annex A - Statement of Work
- Annex B - Mandatory Specifications
- Annex C - Basis of Payment
- Annex D - Standing Offer Reporting
- Annex E - Delivery addresses
- Annex F - Complete List of Directors
- Annex G - Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1** The Department of National Defence (DND) has a requirement for a National Individual Standing Offer on an "as and when" requested basis for the supply of ballistic eye wear (BEW). The Objective is to establish a Contract the provision of prescription lenses for ballistic lens inserts for members of the CAF who need prescription Eye Wear.

The Contractor will provide CAF members with polycarbonate, scratch-resistant lenses, inserted into a frame supplied by the Department of National Defence (DND) for use with ballistic Eye Wear. The Contractor will use a software tool, also provided by DND, to modify normal lenses to a finalized prescription for ballistic lenses. The modification compensates for the curvature of the lens. The completed insert frames with the modified lenses are then to be sent back to the requesting Canadian Armed Forces Health Services Centre (CAF H Svcs C) / Site Authority (SA).

The proposed period for making call-ups against the Standing Offer is two (2) years with an option to extend for three (3) additional one (1) year periods.

- 1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (1) hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The following applies to the Requirement and offerors must provide the following information in the offer where applicable:

3.1.1 Product(s) Offered

The Offeror must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____
Model/Part Number: _____
Literature attached: Yes (____) No (____)

3.1.2 Point of Manufacture/Shipping

The Offeror must state the point of manufacture/shipping of goods is to be performed:

Location: _____
Postal Code: _____

3.1.3 Delivery

For stocked items, within ____ calendar days from the date of the Call-up against Standing Offer;

For non-stocked items, within ____ calendar days from the date of the Call-up against Standing Offer.

3.1.4 Contacts

Offerors are requested to provide the following: Information pertaining to Article 6.5.4, Offeror Representatives under Part 6, Section A Standing Offer and resulting Contract Clauses.

Section II: Financial Offer

3.2.1 Financial Offer

Offerors must submit their financial offer in accordance with the Annex C. The total amount of Applicable Taxes must be shown separately.

The Offeror must submit their financial offer in accordance with the Annex C, Basis of Payment.

1. The discount offered is _____ percent (%). DDP Destination, freight charges to destination and all applicable customs and duties must be included if applicable, the total amount of applicable taxes, which will apply to the accessories, spare parts, etc. listed in the Offeror's published catalogue/price list.

The discount will remain firm for the Standing Offer period and any optional years.

3.2.2 Electronic Payment of Invoices - Offer

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

If Annex "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation 2013-11-06

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 4.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1. Technical Evaluation

All offers submitted must be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the offeror to provide all the information necessary to ensure a complete and accurate assessment.

Confirm that you have read and understood by checking the: Yes _____

4.1.1.1 Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.
2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):
 - a) For Items Defined by Specifications:

The offeror MUST cross reference the mandatory technical criteria contained herein to their offer.
 - b) Supporting technical documentation for the stores offered shall be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes _____
3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein.

4.1.1.2 Mandatory Technical Criteria

(See Annex B)

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

The lowest evaluated price will be established using the following criteria:

- a) prices will be evaluated in Canadian Funds including any applicable Excise Taxes and Canadian Customs Duty (if applicable) and the total amount of applicable taxes must be shown separately For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b) prices will be evaluated on a DDP destination (see Annex F)
- c) for bid evaluation purposes only, the total bid price will be determined by adding the cost of the total firm price for the Standing Offer period with the cost of the total firm price for the option years. The estimated quantities identified will be used for each destination per year.

4.2 Basis of Selection

4.2.1 To be declared responsive, an Offer must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria.

4.2.2 Offers not meeting para 4.2.1 (a) and/or (b) will be declared non-responsive. The responsive offer with the lowest evaluated price, will be recommended for issuance of a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times unless specified otherwise. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement/Statement of Work at Annex "A".

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance the Standing Offer, for a period of 2 years.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "E" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Martin Gauthier
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Hull, Quebec, K1A 0S5

Telephone: 613-404-8642
Facsimile: 819-956-3814
E-mail address: martin.gauthier@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority *(to be filled in only at Standing Offer issuance)*

The Project Authority for the Standing Offer is:

Name: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 DND Procurement Authority *(to be filled in only at Standing Offer issuance)*

The DND Procurement Authority for the Standing Offer is:

Name: _____
Telephone: (____) _____
Facsimile: (____) _____
E-mail address: _____

The DND Procurement Authority is responsible for the DND contract management and for the authorization of all work against this Standing Offer.

6.5.4 Offeror's Representative *(fill in)*

The telephone number of the person responsible for:

General enquiries

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

Delivery Follow-up

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

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is identified at Annex E.

6.7 Call-up Procedures

- 6.7.1 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Part 6A, Paragraph 6.8 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the identified User and the Offeror.
- 6.7.2 No cost incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.7.3 If by error or omission the identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.7.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.7.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified in 6.7.1 through 6.7.5.

6.8 Call-up Instrument

PWGSC-TPSGC 942
PWGSC-TPSGC 942.2

Call-up Against a Standing Offer
Call-up Against a Standing Offer – Multiple Delivery

6.9 Limitation of Call-ups

Individual requirements exceeding this amount must be submitted to PWGSC in the form of a funded requisition (9200) for processing

PWGSC will have the authority to do call-ups on behalf of the client as per Treasury Board Contracting Limits for non-competitive contract approval authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) 2010A (2015-07-03) General Conditions - Goods (Medium Complexity);
- e) Annex A - Statement of Work
- f) Annex B - Mandatory Specifications
- g) Annex C - Basis of Payment
- h) the Offeror's offer dated _____ (*insert date of offer*)

6.11 Certifications and Additional Information

- 6.11.1 Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

6.13 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

Catalogues must be sent to the locations identified in Annex E and one copy to:

National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Att: Rosemary Asgill-Cummins – D Svcs C 3-2-4

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2015-07-03) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered:

DDP Delivered Duty Paid (as per Annex E) Incoterms 2000 for shipments from a commercial supplier.

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.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in the call-up. Customs duties are included and the total amount of applicable taxes must be shown separately.

7.4.2 Method of Payment

H1001C	Multiple Payment	2008-05-12
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7.4.3 SACC Manual Clauses

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
C2608C	Canadian Customs Documentation	2012-07-16
C2610C	Customs Duty - DND - Importer	2007-11-30

7.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

7.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10 of 2010A General Conditions - Goods (Medium Complexity).

Original copy to consignee with one copy to the Contracting Authority.

7.6 Insurance

G1005C	Insurance	2008-05-12
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7.7 SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16

ANNEX A

STATEMENT OF WORK

1.0 TITLE

Prescription Lenses for Ballistic Eye Wear Inserts

2.0 BACKGROUND

2.1 Canadian Forces Health Services (CFHS) is responsible for ensuring that all Canadian Armed Forces (CAF) members are protected from eye injuries by providing adequate eye protection devices.

2.2 CAF members are eligible to receive ballistic eye wear (BEW) protection devices through the Canadian Forces Health Services Delivery (CFHSD) and there is the option of adding prescription (Rx) inserts to the insert frames.

3.0 OBJECTIVE

The Objective is to establish a Contract for the provision of prescription lenses for ballistic lens inserts for members of the CAF who need prescription Eye Wear.

4.0 SCOPE

The Contractor will provide CAF members with polycarbonate, scratch-resistant lenses, inserted into a frame supplied by the Department of National Defence (DND) for use with ballistic Eye Wear. The Contractor will use a software tool, also provided by DND, to modify normal lenses to a finalized prescription for ballistic lenses. The modification compensates for the curvature of the lens. The completed insert frames with the modified lenses are then to be sent back to the requesting Canadian Armed Forces Health Services Centre (CAF H Svcs C) / Site Authority (SA).

5.0 TASKS

5.1 The Contractor must:

- 5.1.1 receive, track and report all quantities of insert frames supplied by DND, then request more frames when 80% have been used;
- 5.1.2 receive and confirm receipt of, the required prescription and a signed Pre-authorization Vision (Eye) Care Ballistic Lenses Form (otherwise known as the Ballistic Lenses form) from all CAF H Svcs Cs via fax or email;
- 5.1.3 modify the prescription using the Ballistic Eye Ware Modification Table, "Prescription Adjustment for Inserts", software tool provided by DND, which is then to be recorded by the Contractor on the Ballistic Lenses form;
- 5.1.4 produce polycarbonate prescription lenses to the specifications of the modified prescription, either "single distance vision" or "flat top bifocal vision", as designated on the Ballistic Lenses form. No progressive or reading lenses are to be provided;

- 5.1.5 apply a scratch resistant coat to both sides of the polycarbonate lens. No plastic CR 39 are to be used;
- 5.1.6 install lenses into the insert frame provided, but with no alterations being made to the insert itself. The inserts come in both regular and large sizes;
- 5.1.7 write the modified prescription and Pupillary Distance (PD) on the Ballistic Lenses form, thus ensuring that the modified Rx is used in the insert;
- 5.1.8 ship the lens fitted insert and the Ballistic Lenses form to the requesting CAF H Svcs C. The delivery of the installed polycarbonate modified prescription must be within 14 working days (Monday to Friday not including Statutory holidays) of the confirmed receipt date (see 5.1.2). If delivery cannot be met in 14 days, the Contractor must inform the DND Site Authority about each delay and the expected date of delivery within a minimum of 24 hours before the end of the ten day period; and
- 5.1.9 if the insert frame itself breaks, transfer the lenses into a new insert frame at no additional cost to DND. The Contractor must return all broken insert frames to the requesting CAF H Svcs C to enable DND to monitor its quality. No modification to the insert is to be done.

6.0 DELIVERABLES

6.1 The Contractor must:

- 6.1.1 deliver lens fitted polycarbonate inserts to the requesting CF H Svcs C as per paragraph 5.1.8;
- 6.1.2 include a two-year manufacturer's defect warranty to all lenses and coatings;
- 6.1.3 provide the Procurement Authority with a copy to the Technical Authority (TA) an electronic monthly report on all orders processed from the first to the last day of each month. The report must set out all processed orders by requesting unit. This report is due on the fifth working day of each month (for the month prior). In the event that no services were provided, the Contractor must submit a "NIL" report;
- 6.1.4 report any discrepancies with regards to production/delivery of an order to the requesting CAF H Svcs Cs. All CAF H Svcs Cs will pass all such reports to the TA for situational awareness and/or assistance. Any issues not specifically relating to an order, where impact may be of a more serious nature, are to be reported directly to the Procurement Authority and copied to the TA;
- 6.1.5 provide proof of registration as a provider with Federal Health Claims Processing Service (FHPCS) within one month of contract award; and
- 6.1.6 submit annually to the Contracting Authority and upon license renewal thereafter, a copy of license or **letter of good standing of the assigned optician/optometrist from the respective regulatory body**. This license is not required in British Columbia.

7.0 CONSTRAINTS

- 7.1 When the CAF H Svcs C SA receives the requested order, the SA will sign the Ballistic Lenses form and send it (by scan or fax) to the Contractor. The Contractor will be paid after receipt of the signed Ballistic Lenses form, by the Federal Health Claims Processing System (FHCPS) and in order to be paid, the Contractor must register with FHCPS. The current provider is Medavie Blue Cross (MBC). The process of registration and contact information will be provided by the TA at Contract award.
- 7.2 The Contractor must use the software tool “**Prescription Adjustment for Inserts**”, in order to accurately modify the prescriptions. The software, once downloaded on a computer, is used to perform a prescription (Rx) modification which compensates for the curvature of the lens. The modified prescription is then recorded on the Ballistic Lenses form to the requesting medical clinic.

8.0 LANGUAGE

- 8.1 Services are to be provided in the language of the province.

9.0 LOCATION OF WORK

- 9.1 The optical supplies and services must be provided at the Contractor's facility.

10.0 APPLICABLE DOCUMENTS

- 10.1 Pre-authorization Vision (Eye) Care Ballistic Lenses Form – Refer to Appendix 1

Requests for ballistic lenses will be issued on a Ballistic Lenses form. Benefit code 602100 for single vision and benefit code 602099 for flat top bifocals are to be used and will be initially faxed by the medical units (and followed via mail with the original Ballistic Lenses form in three (3) copies). This requisition will be completed and pre-approved by the medical unit of the member and will have the following information:

- Prescription (single vision or bifocals)
- PD (pupillary distance)
- Pre-approval to provide an insert, large or regular size to be specified, (or the insert will be shipped by the medical clinic) and lenses.

11.0 DEFINITIONS

- 11.1 Ballistic Eye Wear (BEW) glasses

Glasses (frames) supplied by DND to all military members into which inserts with the prescription will be placed. These glasses will not be available to providers.

- 11.2 Ballistic Eye Wear (BEW) inserts/Rx Carrier

An insert with a prescription that is placed behind the shield of DND issued Ballistic Eye Wear glasses. Inserts come in two (2) different sizes (regular and large)

11.3 Pre-Authorization Vision (Eye) Care – Ballistic Lenses Form

A Ballistic Lenses Form is the form that will be used for ordering the lenses for the BEW inserts/Rx Carrier. It is also the form used for payment purposes.

11.4 Lenses

Lenses made of polycarbonate material either as single or bifocals prescription with a segment 28.

Protected A (When completed) – Protégé A (Une fois rempli)

Appendix 1 to Annex A / L'Appendice 1 à Annexe A

PRE-AUTHORIZATION VISION (EYE) - CARE BALLISTIC LENSES PRÉ-AUTORISATION SOINS DE LA VUE (YEUX) - LENTILLES BALISTIQUES

Section 1 Health Care Center-Centre de soins de santé		Section 2 Provider-Fournisseur	
Name and address-Nom et adresse		Name and address-Nom et adresse	
Section 2 Member-Membre			
Name-Nom	Initials-Initiales	Rank-Grade	Telephone-téléphone
Health care number-Numéro de carte de santé		Unit-Unité	
Section 3 Health care centre pre-authorization-Pré-autorisation Centre de soins de santé			
<p>The above named personnel is pre-authorized to receive the requested insert and/or lenses as per section 4 below with cost according to the Contract.</p> <p>La personne ci-bas mentionnée est pré-autorisée à recevoir un réceptacle à prescription et/ou lentilles qu'autorisé selon la section 4 selon les prix autorisés du contrat.</p>			
Section 4 Claim Information –Renseignements réclamation			
Benefit code – Code d'avantage		Quantity Quantité	Cost-Coût
602100 Lenses only – lentilles seulement (single vision)			
602099 Lenses only – Lentilles seulement (bifocals)			
Section 5 Current Glasses Prescription – Prescription courante			
	Sphere	Cyl	Axis-axe
Right-Droit			
Left-Gauche			
Section 6 Modified Rx for Ballistic – Nouvelle prescription modifiée pour balistique			

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

	Sphere	Cyl	Axis-axe	Add	PD
Right-Droit					
Left-Gauche					
Section 7 Member's signature – Signature du militaire					
I, the member, hereby certify that the above benefits have been received – Moi, le militaire atteste par la présente que les avantages ci-dessus ont été rendus.					
Name – Nom		Signature		Date	
Section 8 Recommended for payment –Recommandé pour paiement					
Certified pursuant to Section 34 of the Financial Administration Act – Certifié conformément à l'article de la loi sur la gestion des finances publiques					
Name – Nom		Position-Poste		Signature	
				Date	

ANNEX B

MANDATORY CRITERIA

EVALUATION CRITERIA – Prescription Lenses for Ballistic Eye Wear Inserts

No:	MANDATORY REQUIREMENT	BID SUPPORT DOCUMENTS	CROSS REFERENCE TO BID
M1	<p>The Bidder must be actively practicing and providing optical supplies and services, on a continuous basis, over the last three years from date of bid closing, similar to the Scope at paragraph 4 of the Statement of Work at Annex A.</p> <p>These services would include as a minimum:</p> <ul style="list-style-type: none">• grinding lenses according to prescription provided;• applying anti-scratch lens coating;• shaping lenses; and• inserting lenses into frames.	<p>The bid must include as a minimum, the following information:</p> <p>i)The date of incorporation (month/year), if applicable; and</p> <p>ii)The location where services are being provided.</p>	
M2	<p>The Bidder must ensure the proposed lenses for ballistic inserts are made of polycarbonate material with a scratch resistant coating.</p>	<p>In order to demonstrate that the Bidder meets this requirement, the bid must include a detailed description of the ballistic lenses being offered.</p>	

ANNEX C

BASIS OF PAYMENT

The firm unit price must be quoted in Canadian dollars. The unit prices must be firm, DDP Deliver Duty Paid Destination, the Goods and Services Tax (GST) and /or the Harmonized Sales Tax (HST) extra. The Custom duties and Excise taxes, if applicable must be included in the price.

Proposed prices include a pair of lenses and all costs associated with the insertion of the lenses into the frame provided by the member.

Benefit Codes	Description	Initial Period of Contract (from date of Contract to two years later)	Option Period – Year 1	Option Period – Year 2	Option Period – Year 3
602100	Lenses Single Vision Ballistic Polycarbonate	\$_____	\$_____	\$_____	\$_____
602099	Lenses Bifocals Ballistic Polycarbonate	\$_____	\$_____	\$_____	\$_____

ESTIMATED ANNUAL USAGE

BENEFIT CODE	DESCRIPTION	ESTIMATED USAGE
602100 SINGLE VISION	BALLISTIC LENSES	4400
602099 BIFOCALS	BALLISTIC LENSES	150

ANNEX D

Standing Offer Reporting

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

martin.gauthier@pwgsc.gc.ca

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered
- Unit of issue
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc..)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE CONTRACTING AUTHORITY.

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ANNEX E
DELIVERY ADDRESSES

BAGOTVILLE	25 CF H SVCS C /bâtiment 66 C.P. 5000 SUCC BUREAU-CHEF ALOUETTE (QUÉBEC) G0V 1A0
BORDEN	31 CF H Svcs C Borden O-166, 30 Ortona Road PO Box 1000 Stn Main Borden, Ontario L0M 1C0
CALGARY	1 Fd Amb Det Calgary GENERAL SIR ARTHUR CURRIE BLDG 4225 Crowchild TR SW Calgary, Alberta T3E 1T8
COLD LAKE	22 CF Health Services Centre COLD LAKE BUILDING 69 KINGSWAY RD (CANEX MALL) CFB/4WING COLD LAKE PO Box 6550 Stn Forces Cold Lake, Alberta T9M 2C6
COMOX	21 CF H Svcs C, Comox BLDG 27 AURORA BLVD PO Box 1000 Stn Main Lazo, British Columbia V0R 2K0
EDMONTON	1 Fd Amb Edmonton Clinic Churchill Ave Bldg 162 PO Box 10500 Stn Forces Edmonton, Alberta T5J 4J5
ESQUIMALT	CF H Svcs C (P), Esquimalt 1200 Colville Road PO Box 17000 Stn Forces Victoria, British Columbia V9A 7N2
GAGETOWN	42 CF H Svcs C Gagetown CFB Area Support Unit, Gagetown Bldg A-47, Champlain Avenue PO Box 17000 Stn Forces Oromocto, New Brunswick E2V 4J5

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

GANDER	27 CF H Svcs C Det Gander 9 Wing Gander Bldg 129 Washington Avenue PO Box 6000 Stn Main Gander, Newfoundland AIV IXI
GREENWOOD	26 CF H Svcs C Greenwood Bldg 13, Administration Way PO Box 5000 Stn Main Greenwood, Nova Scotia B0P 1N0
HALIFAX	CF H Svcs C (A), Halifax Bldg S-80 2649 Gottingen Street PO Box 99000 Stn Forces Halifax, Nova Scotia B3K 5X5
KINGSTON	33 CF H Svcs Centre Kingston 1 Entretien St, Vldg 62 PO Box 17000 Stn Forces, Kingston, On K7K 7B4
LONDON	32 CF H Svcs C Det, London Wolseley Barracks 701 Oxford Street East London, Ontario N5Y 4T7
MEAFORD	31 CF H Svcs C Det, Meaford RR1 Meaford, Ontario N4L IW5
MOOSE JAW	23 CF H Svcs C Det Moose Jaw Bldg 143 Nato Drive PO Box 5000 Stn Main
NORTH BAY	24 CF H Svcs C Det North Bay 95 Manston Crescent Hornell Heights, Ontario P0H IP0
OTTAWA	CF H Svcs C (O) Montfort Clinic 713 Montreal Road Ottawa, ON K1K 0T2

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

PETAWAWA	2 Fd Amb Petawawa Clinic Bldg N 109 PO Box 9999 Stn Main Petawawa, Ontario K8H 2X3
SHILO	11 CF H Svcs C Shilo Bldg L-158 Engineer Rd PO Box 5000 Stn Main Shilo MB R0K 2A0
ST-JEAN	41 CF H Svcs C St Jean Bâtiment 150 C.P. 100 Succ Bureau-Chef Richelain (Québec) J0J IR0
ST. JOHN'S	CF H Svcs C (A) St John's Bldg 309 PO Box 2028 Stn C St. John's, Newfoundland A1C 6B5
SUFFIELD	1 Fd Amb. Det Suffield Canadian Forces Base Suffield PO Box 6000 Stn Main Medicine Hat, Alberta T1A 8K8
TORONTO	32 CF H Svcs C Toronto 1 Yukon Lane PO BOX 5000 TORONTO ON M3M 3J5
TRENTON	4 CF H Svcs C 8 Wing Trenton 50 Yukon Street P.O. Box 1000 Stn Forces Astra On K0K 3W0
VALCARTIER	5 Fd Amb Valcartier Clinic Bâtiment 109 C.P. 1000 Succ Forces Courcellette (Quebec) G0A 4Z0
VANCOUVER	CF H SVCS C (P) VAN DET 4050 W 4TH AVE VAN, BC V4R 1P6

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

WAINWRIGHT

1 Fd Amb Det Wainwright
Bldg 633
Western Area Training Centre
Denwood, Alberta

WINNIPEG

23 CF H Svcs C Winnipeg
Bldg 62 Whytewold Road
PO Box 17000 Stn Forces
Winnipeg, Manitoba R3J 3Y5

Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ANNEX F
COMPLETE LIST OF DIRECTORS

Name	Position
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Solicitation No. - N° de l'invitation
W8484-15P2PE/A
Client Ref. No. - N° de réf. du client
W8484-15P2PE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899. W8484-15P2PE

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ANNEX "G" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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