



**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  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Medical Supplies and Equipment	
<b>Solicitation No. - N° de l'invitation</b> E60PV-18MS00/A	<b>Date</b> 2019-07-09
<b>Client Reference No. - N° de référence du client</b> E60PV-18MS00	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PV-926-77449
<b>File No. - N° de dossier</b> pv926.E60PV-18MS00	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-09-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buller, Julie	<b>Buyer Id - Id de l'acheteur</b> pv926
<b>Telephone No. - N° de téléphone</b> (613)618-9923 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> 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**

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

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File No. - N° du dossier  
pv926.E60PV-18MS00

Buyer ID - Id de l'acheteur  
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## Definitions

In this Request for Standing Offers, unless the context otherwise requires.

Medical Supplies and Equipment are defined as a device which can be classified into one of Classes I to IV by means of the classification rules set out in Schedule 1 of the Medical Devices Regulations.

Medical material comprising non-repairable medical devices and disposable medical supplies.

- Any item which is consumed or expended in use.
- Any non-consumable item which has no economic repair potential, or
- Any item that meets for which an issue control considered necessary (e.g. stethoscopes, medical and surgical instruments, medical training devices).

This includes medical devices as defined by the World Health Organization, which "means any instrument, apparatus, implement, machine, appliance, implant, in vitro reagent or calibrator, software, material or other similar or related article, intended by the manufacturer to be used, alone or in combination, for human beings for one or more of the specific purposes of:

- Diagnosis, prevention, monitoring, treatment or alleviation of disease;
- Diagnosis, monitoring, treatment, alleviation of or compensation for an injury;
- Investigation, replacement, modification, or support of the anatomy or of a physiological process;
- Supporting or sustaining life;
- Control of conception;
- Disinfection of medical devices; and
- Providing information for medical purposes by means of in vitro examination of specimens derived from the human body and which does not achieve its primary intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its function by such means.

An accessory is not considered to be a medical device. However, where an accessory is intended specifically by its manufacturer to be used together with the 'parent' medical device to enable the medical device to achieve its intended purpose it is included in this definition.

The definition of a device for in vitro examination includes, for example, reagents, calibrators, sample collection devices, control materials, and related instruments or apparatus. The information provided by such an in vitro diagnostic device may be for diagnostic, monitoring or compatibility purposes.

*\*\*Excluded from this Standing Offers are AED (Automated Emergency Defibrillators) and First Aid Kits.*

### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

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## **PART 1 - GENERAL INFORMATION**

### **Principal – Agent Relationship**

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Offer**

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

## **1.1 Introduction**

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            Security and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:

The Annexes include the Requirement, the Product & Discount Template Instructions, the List of Directors, the Part 3 of the RFSO, the Company Profile, the Offeror Contact Information and, the Product & Discount Template.

## 1.2 Summary

**1.2.1** Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Medical Supplies and Equipment, on an as and when requested basis for any Federal Government Departments agency or Crown Corporation listed in Schedule I, I.1, II and III of the *Financial Administration Act*, R.S. 1985, C. F-11.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Alberta
- Newfoundland and Labrador
- Nova Scotia
- Ontario
- Yukon

Only Authorized Users will be authorized to issue call-ups against this NMSO.

A list of over 1600 UNSPSC (United Nations Standard Products and Services Code) Categories/Sub-categories is included in the Request for Standing Offers. As part of the Request for Standing Offer, Offerors may choose to bid on any or all UNSPSC Sub-categories for the following:

- Medical Equipment and Accessories and Supplies
- Medical Apparel and Textiles
- Patient Care and Treatment Products and Supplies
- Dialysis Equipment and Supplies
- Mobile Medical Services Products
- Patient Exam and Monitoring Products
- Medical Facility Products
- Medical Diagnostic Imaging and Nuclear Medicine Products
- Independent Living Aids for the Physically Challenged
- Intravenous and Arterial Administration Products
- Clinical Nutrition
- Orthopedic and Prosthetic and Sports Medicine Products
- Physical and Occupation Therapy and Rehabilitation Products
- Respiratory and Anesthesia and Resuscitation Products
- Medical Cleaning and Sterilization Products
- Surgical Products
- Medical Training and Education Supplies
- Wound Care Products

Offerors will be requested to identify which sub-categories they can provide those products. Only the products under those categories will be authorized under the Standing Offer.

The products authorized under the Standing Offer, are commercially available, off-the-shelf consumable and supplies, medical equipment, part and accessories under \$25,000.

The period for the Standing Offer will be two (2) years with the option to extend for up to three (3) additional one (1) year periods under the same terms and conditions of the Standing Offer.

## 1.2.2 Trade Agreements

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## 1.2.3 Comprehensive Land Claims Agreements

The Request for Standing Offer (RFSO) is for the delivery of the requirement detailed in the RFSO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

## 1.2.4 Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process applies to this requirement. Offerors must refer to Part 4.1.1 of the RFSO, for further information on this method.

## 1.2.5 Epost

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

## 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.

## 1.4 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

## 1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

#### **1.6 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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## 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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

#### The 2006 standard instructions is amended as follows:

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: one hundred eighty (180) days

#### 2.1.1 SACC Manual Clauses

M1004T (2016-01-28), Condition of Material

### 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 in the RFSO on Page 1 of the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

Note: Offers 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 [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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File No. - N° du dossier  
pv926.E60PV-18MS00

Buyer ID - Id de l'acheteur  
PV926  
CCC No./N° CCC - FMS No./N° VME

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### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, 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

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy on USB key)

Section II: Financial Offer (1 soft copy on USB key)

Section III: Certifications (1 soft copy on USB key)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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## **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.

As part of the technical offer, Offerors must provide a copy of the most recent Published Price List at time of bid closing; for each manufacturer/brand offered for each category/sub-category. The total amount of Goods and Services Tax or Harmonized Sales Tax and delivery must be not be included in the price list and must be shown separately at time of call-up.

In the interest of Green Procurement and reducing Canada's paper consumption, PSPC strongly encourages offerors to submit their published price lists electronically, at time of bid closing, either by standard USB flash drive. Acceptable formats are as follows: PDF, MSWORD, MS EXCEL. Email copies will not be accepted.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex "B" – Product & Discount Template Instructions.

The discounts shown in the Discount structure section of the Electronic Submission template must represent the discount off the Offerors most recent Published Price List submitted and the discount must be valid for the entire period of any resulting Standing Offer including option periods.

### **3.1.1 Electronic Payment of Invoices - Offer**

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

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

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

## **Section III: Certifications**

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

## **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.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.

- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Offeror to any communication from Canada.

The offeror acknowledges that the reviews in phase I and II of this PBCP are preliminary and do not preclude a finding in phase iii that the bid is non-responsive, even for mandatory requirements which were subject to review in phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase.

The offeror also acknowledges that its response to a notice or a compliance assessment report (car) (each defined below) in phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or car, and may render its bid non-responsive to other mandatory requirements.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2019-03-04) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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#### 4.1.1.2 (2018-07-19) Phase I: Financial Offer

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Offer. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the bid solicitation to be included in the Financial Offer then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-07-19) Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offeror to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.

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- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-07-19) Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply all mandatory technical criteria. The Offeror is asked to organize its response according to the numbering sequence provided herein.

Offeror MUST meet all the mandatory requirements of the RFSO. No further consideration will be given to Suppliers not meeting all the mandatory criteria. If at any time prior to NMSO issuance the evaluation team determines that the offer do not comply with the instructions contained within this RFSO, the offer could be declared non-responsive and no further consideration will be given.

#### **Mandatory Requirement 1 (M1): Product & Discount Template**

The Offeror must complete the spreadsheets contained in the file named "Electronic Product & Discount Template (PDT – MPR).xlsx" attached in Annex "E" and instructions to complete the PDT – MPR -can be found under Annex "B" – Product & Discount Template Instructions. Only line items that have information submitted will be eligible for the Phase Bid Compliance Process. Line items with no information submitted will be excluded from the Phased Bid Compliance Process.

The Offeror must complete and submit with their offer the following information:

### **M1.A Categories Offering**

The Offeror must identify the sub-categories of supplies and equipment that it is authorized to sell in Canada.

### **M1.B List of Manufacturer**

The Offeror must list the manufacturers for which it is authorized to sell their products for along with the sub-category of equipment or products.

A letter may be requested during the duration of the standing offer to verify that the Offeror is still a designated distributors of the products offered.

### **M1.C Product & Discount Offering – Percentage Discounts**

The Offeror must indicate the minimum percentage discount offer for equipment and products with a value of \$25,000 or less, applicable taxes included. The discount can be either applied by category of equipment or products or by manufacturer for each category. The discount will apply for the entire period of the Standing Offer, including the option period. Additional discounts can be applied at time of call-up, if applicable.

### **M1.D Published Price List**

The Offeror must provide a copy of the most recent published price list at time of bid closing, for each manufacturer and brand offered under the Electronic Product & Discount Template. All the items that are submitted in the Published Price List must fall under the authorized categories and sub-categories that are checked in Section II – Offeror Offer of the Product & Discount Template. All prices list must be in Canadian dollars, customs duties, excise taxes, and applicable taxes and delivery excluded.

The price list will be included in the resulting Standing Offer.

### **Mandatory Requirement 2 (M2): Offeror Contact Information**

The Offeror must complete the Offeror Contact Information Template included in Annex “E”- Attachments.

The Offeror must identify contact information for Sales for each region, General Inquiries, and Delivery Follow-Up, Representative, the person authorized to sign on behalf of the Offeror, and the person responsible for the Administration of any resulting standing offer.

### **Mandatory Requirement 3 (M3): Company Profile**

The Offeror must submit a company profile as per Annex “E” - Attachments – Company Profile Template. Each of the elements must be completed.

### **Mandatory Requirement 4 (M4): Business Durability**

Offerors must demonstrate that they have been in business for a minimum of (3) years from the Request for Standing Offer closing date. The Offeror must provide a copy of their business account list notification provided by Canada Revenue Agency or the Certificate of Registration or Incorporation.

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### **Mandatory Requirement 5 (M5): Client satisfaction**

The Offeror must provide three (3) letters from different clients that demonstrate the Offeror's Customer's satisfaction for the products/services rendered or received

The client satisfaction letters must state following:

- indicate which aspect was satisfied: pre and post sales technical support offered and/or bilingual customer service;
- the date of the work performed by the Offeror (the work referred in the customer letters must have been done in the past three (3) years from the Request for Standing Offer closing date);
- the name, title and organization of the client. The letters must be signed by the client for which received satisfaction for the products/services were rendered or received.

### **Mandatory Requirement 6 (M6): Medical Devices Establishment License (MDEL)**

Offerors 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.

### **Mandatory Requirement 7 (M7): Environmental Consideration**

The Department of Public Works and Government Services Canada (PWGSC) is implementing the federal government's Policy on Green Procurement. The Policy strives to enable the government to procure, operate and dispose of its assets in a manner that protects the environment and supports sustainable development objectives.

Products should have a reduced impact on our natural resources, contain safer chemicals, and drive reductions in energy use.

Procurement is an effective way for improving the environmental performance of products. By integrating environmental criteria that are important, we are helping to:

- **Encourage manufacturers and suppliers** to reduce the negative environmental and health impacts of their products and services across their lifecycle.
- **Establish a standard** for successfully purchasing environmentally preferable products.

Following the G7 Summit in June 2018, plastic waste has emerged alongside climate change as a global environmental priority, creating increasing momentum for change. Canada has committed to taking action to eliminate plastic waste. When procuring products that contain plastics (or plastic components) the Government of Canada is promoting the procurement of products that are made from sustainable plastics (for example, recycled content) and alternatives and reduce associated plastic packaging waste.

As a result, environmental criteria are incorporated into this Request for Standing Offer.

The Offeror must certify 4 out of 7 Environmental Commitment and provide the required information.

For each "Environmental Commitment" where you certify "yes", you should provide the related "Required Information". By doing so, the Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the standing offer.

If you fail to provide the documents or additional information listed below in your proposal, the environmental commitment criterion will not be considered to have been met.

Criteria	Environmental Commitment	Yes	No	Required information
M7-1	Environmental management policies: Have you implemented an environmental management system in your operations that includes a certification (ex: ISO 14001, or other environmental management system recognized by a third party)?			Provide third party certification for environmental management system
M7-2	Eco-labels that indicate certification of lab and medical equipment or products as being environmentally preferable			Identify any eco-label certification that indicate that some of your products and processes as environmentally preferable.
M7-3	Energy efficiency measures, such as use of ENERGY STAR qualified equipment.			Please submit documented evidence of some of your ENERGY STAR qualified equipment.
M7-4	Equipment is water efficient			Please submit documented evidence of some of your water efficient equipment.
M7-5	Major components designed to be disassembled and replaceable			Describe how your products have major components designed to be disassembled so that they can be repaired and/or replaced by users.
M7-6	Recyclable and reusable packaging			Describe how packaging is recyclable or reusable.
M7-7	Disposal or take back program			Describe recycling of systems/components or take back program of products.

#### 4.3 Basis of Selection

To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offer;
- (b) agree to all terms and conditions without making exceptions;
- (c) meet all mandatory criteria; and
- (d) include all required information.

Offerors not meeting a, b, c or d above will be declared non-responsive.

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## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

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

Refer to Annex "C" – the complete List of Directors.

#### 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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

Solicitation No. - N° de l'invitation  
E60PV-18MS00/A  
Client Ref. No. - N° de réf. du client  
E60PV-18MS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv926.E60PV-18MS00

Buyer ID - Id de l'acheteur  
PV926  
CCC No./N° CCC - FMS No./N° VME

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## **PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing offer.

### **6.2 Insurance Requirements**

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

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### **Main Terms**

#### **Definitions**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

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### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

#### **7.1 Offer**

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the discount set out in the Standing Offer if and when the Authorized User requests such goods in accordance with the terms and conditions set out in the Standing Offer including all annexes, attachment and any resulting Contract.

#### **7.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.3.1 General Conditions**

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**

Section 11 – Integrity Provisions

### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting 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.

Reporting will be subject to validation. In the event reports submitted fail to comply with the requirements at Annex "A" – requirement, section 12: Standing Offer Usage Reporting, the Standing Offer authority or delegated individual will notify the offeror of its non-compliance and may, at its sole discretion, set aside the Standing Offer without further notification.

(The electronic 'Usage Report' will be provided after the issuance of a Standing Offer)

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for two (2) years from date of award.

### **7.4.2 Extension of Standing Offer**

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

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs) – applicable to Federal identified User only**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador

that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Julie Buller  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Scientific, Medical and Photographic Division  
140 O'Connor Street, LEL Building Ottawa, ON K1A 0R5  
Telephone: 613-618-9923  
E-mail address: [TPSGC.PAEMFM-APMEMS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAEMFM-APMEMS.PWGSC@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### 7.5.2 Sale's Representative

The sale's Representatives are identified at Annex "E" - Attachments, Offeror Contact Information Template.

The Offeror's representative for the standing offer are identified at Annex "E" Attachment – Supplier's Contact Information, under the General Inquiry table.

The Offeror must notify the Standing Offer Authority of any changes to this information as soon as it becomes known to the Offeror.

## 7.6 Authorized Users

### 7.6.1 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the **Financial Administration Act**, R.S., 1985, c. F-11.

### 7.6.2 Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Alberta (*see note below*)
- Newfoundland and Labrador
- Nova Scotia
- Ontario
- Yukon

*Note: You can also access it by going to [www.purchasingconnection.ca](http://www.purchasingconnection.ca), choosing the "I am a Vendor" option, going to the "Doing Business in APC" section, and then clicking on the "GOA Approved Organizations" link.*

## **7.7 Disclosure of information – Optional Users**

**"Optional Users"** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**"MASH entities"** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## **7.8 Call-up Procedures**

- (a) Prior to issuing a Call-up, identified the need and/or requirement and then consult the Product & Discount List to determine which SO holder(s) offers the type of product required that best meet the technical merit on an item by item basis.
- (b) Authorized Users must document their procurements in accordance with existing procurement policies and practices within each client department.
- (c) The Authorized Users will also verified that the Offeror can satisfied the entirety of the order within the delivery times.
- (d) Before awarding the call-up, Authorized users must consult in the Product and Discount List to determine if the discount is applied for each required products category and manufacturer from the chosen SO holder.

- (e) Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

### **7.8.1 Emergency and Urgent Acquisitions (Federal Requirements Only)**

PWGSC may expand the scope of this Standing Offer when emergency and urgent acquisition are required.

Federal Identified Users must submit a funded Requisition form PWGSC-TPSGC 9200 to either:

- the manager of the Scientific, Medical and Photographic Division (PV Division), or
- the Standing Offer Authority

for processing.

### **7.8.2 Emergency Requirements and Urgent Acquisitions Procedure (Federal Requirements Only)**

1. Prior to issuing a Call-up, PWGSC may, within its discretion, send Price and Availability (P&A) enquiries to one or more Offerors who best meet the requirement.

During these situations, an advantage could be given to offerors who may provide the following:

- a. on-call service outside normal business hours at no extra cost;
  - b. agree to give Call-ups issued by the Standing Offer Authority their highest priority for allocation of goods;
  - c. ability to deliver the initial minimum quantity in the shortest period;
  - d. has the shortest delivery period overall;
  - e. can provide the exact products identified without substitutions; or
  - f. ability to handle "pandemic-sized" orders'.
2. For urgent and emergency requirements for which:
    - a. substitute products may be considered,
    - b. best fit does not contain any specialized services or conditions, and
    - c. delivery schedules are not being considered.

Here are the procedure that PV Division will follow to issue call-ups:

1. PV Division will send a product availability enquiry to each Standing Offer holder.
2. PV Division will issue a call-up to the lowest cost Offeror for either the complete or partial requirement according to what portion of the requirement the supplier can satisfy.
3. If the lowest Offeror is unable to satisfy the complete requirement, PV Division will issue a call-up to the next lowest cost Offeror for remaining portion of the order. PWGSC will continue in this manner until either all quantities have been purchased or until the list has been exhausted.
4. If at any time during this procedure an Offeror offers substitute products not listed in the requirement, a representative or group of representatives from the client department(s) will assess the goods for suitability. To confirm suitability, upon request the Offeror must provide technical literature and product samples if requested.

#### 7.8.4 Modifying a Call-Up

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. Authorized Users must include an amendment number on any subsequent forms.

#### 7.8.5 Receipt of Call-Up (All Requirements)

1. No costs incurred before the receipt of a signed Call-up or equivalent document may be charged to this Standing Offer.
2. Upon receipt of a Call-up, the Offeror must provide the Authorized User with the best available price, including any further price reductions as a result of special offering due to volume discounts, year-end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

#### 7.9 Call-up Instrument

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

##### 7.9.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

PWGSC-TPSGC 942	Call-up Against a Standing Offer
PWGSC-TPGSC 942-2	Call-up Against a Standing Offer - Multiple Delivery
PWGSC-TPSGC 944	Call-up Against Multiple Standing Offers (English version)
PWGSC-TPSGC 945	Commande subséquente à plusieurs offres à commandes (French version)

3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;

- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer.
- confirmation that funds are available under section 32 of the Financial Administration Act
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### 7.9.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

### 7.10 Limitation of Call-ups

**Requirements Less Than or Equal to \$40,000 (including all Applicable Taxes and costs of Delivery) :** may be purchased up to a maximum individual line item of \$25,000, as long as the \$40,000 individual requirement limitation is not exceeded. Authorized Users should make Call-ups against the Standing Offer that represent best value and meets their immediate needs.

**Requirement Greater than \$40,000 (Federal Requirements Only):** PWGSC- PV Division may, at its discretion, exceed the Individual Call-Up Limitation for Emergency Requirements and Urgent Acquisitions.

#### **Federal Identified Users:**

For Federal Identified Users, individual Call-ups against the Standing Offer must not exceed \$40,000.00 CAD (Applicable Taxes included) and in accordance with Part A, Article 7.8, Call-Up Procedures.

Except for Emergency Requirements and Urgent Acquisitions, requests to exceed the call-up limitation will not be authorized and will have to be treated as a separate procurement outside of the standing offers.

#### **Provincial/Territorial Identified Users:**

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

### **7.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2009 (2018-07-16) – Standing Offers – Goods or Services – Authorized Users;
- d) the General Conditions 2015A (2018-07-16) – Goods – Authorized Users (Medium Complexity);
- e) Annex “A”, Requirement;
- f) Annex “B”, Product & Discount Template Instructions;
- g) Annex “E”, Attachment;
- j) The Offeror’s offer dated \_\_\_\_\_ (to be completed at NMSO issuance).

### **7.12 Certifications and Additional Information**

#### **7.12.1 Compliance**

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.

### **7.13 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 Ontario.

### **7.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO’s applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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.

#### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2015A (2018-07-16), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

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**The following sections of 2015A apply to Federal Identified Users only:**

- Section 27 – Contingency Fees
- Section 29 – Integrity Provisions – Contract
- Section 31 – Code of Conduct for Procurement contract

Section (15) Payment Period, of 2015A (2018-07-16), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards at the point of sale.

Section (16) Interest on Overdue Accounts, of 2015A (2018-07-16), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is per the call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

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

### **7.4 Authorities**

#### **7.4.1 Contracting Authorities**

If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

#### **7.4.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. Delivery is DDP (Delivery Duty Paid) destination, customs duties, excise taxes are included, and Applicable Taxes and Delivery are extra.

No increase in the liability of the Authorized User or in the price of the Work specified in the Call-up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized, in

writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work that would result in an Authorized User's total liability under the Call-up being exceeded before obtaining the written authorization of the Contracting Authority. Absent authorization, such work is conducted at the Contractor's sole risk and expense and shall not be charged to the Authorized User unless specifically agreed to in writing by the Contracting Authority.

### **7.5.2 Prepaid Transportation Costs**

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice. Contractors must support the charge by providing a certified copy of the prepaid transportation Bill of Lading. No minimum shipping charges are allowed through this standing offer.

### **7.5.3 Shipping Instructions – Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) to the destination specified in the contract Incoterms 2000 for shipments from a commercial contractor.

### **7.5.4 Single Payment**

Authorized User will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Authorized User;
- c. the Work delivered has been accepted by Authorized User.

### **7.5.5 Electronic Payment of Invoices – Call-up**

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

(To be determined based on Annex "D", Electronic Payment Instrument provided)

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

## **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2015A (2018-07-16). Invoices cannot be submitted until all work identified in the invoice is completed and delivered in accordance with the Contract and has been accepted by the Authorized User to whom the Work is delivered.

Each invoice must be supported by a certified copy of the prepaid transportation bill of lading.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the consignee.

## 7.7 Consolidated Invoicing

If an Authorized User Department requests, the Contractor must submit consolidated invoices that cover all Call-ups that have been delivered and completed for that Identified User Department during the month prior to the date of the invoice. Otherwise, the Contractor must invoice separately for each Call-up delivered and completed. Any request from an Authorized User department for consolidated invoicing must be in writing and must be signed by an authorized representative of the Authorized User.

## 7.8 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No specific Requirement.

## 7.9 SACC Manual Clauses

A9131C (2014-11-27), **Controlled Goods Program – Contract**

B7500C (2006-06-16), **Excess Goods** is amended as follows:

Delete: the words "Canada" and "Identified User"  
Insert: "Authorized User"

C0100C (2010-01-11), **Discretionary Audit – Commercial Goods and/or Services** is amended as follows:

Delete: the words "Canada" and "Identified User"  
Insert: "Authorized User"

D0040C (2010-08-16), **Shipping Charges for Large, Bulky or Heavy Items** is amended as follows:

Delete: the words "Canada" and "Identified User"  
Insert: "Authorized User"

D3010C (2016-01-28), **Delivery of Dangerous Goods/Hazardous Products**

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## ANNEX "A" - REQUIREMENT

### 1. Requirement

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Medical Supplies and Equipment, on an as and when requested basis for any Federal Government Departments agency or Crown Corporation listed in Schedule I, I.1, II and III of the *Financial Administration Act*, R.S. 1985, C. F-11. (<http://lawslois.justice.gc.ca/eng/acts/F-11-FullText.html>).

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Alberta (*see note below*)
- Newfoundland and Labrador
- Nova Scotia
- Ontario
- Yukon

*Note: You can also access it by going to [www.purchasingconnection.ca](http://www.purchasingconnection.ca), choosing the "I am a Vendor" option, going to the "Doing Business in APC" section, and then clicking on the "GOA Approved Organizations" link.*

Medical Supplies and Equipment are defined as a device which can be classified into one of Classes I to IV by means of the classification rules set out in Schedule 1 of the Medical Devices Regulations.

Medical material comprising non-repairable medical devices and disposable medical supplies.

- Any item which is consumed or expended in use.
- Any non-consumable item which has no economic repair potential, or
- Any item that meets for which an issue control considered necessary (e.g. stethoscopes, medical and surgical instruments, medical training devices).

This includes medical devices as defined by the World Health Organization, which "means any instrument, apparatus, implement, machine, appliance, implant, in vitro reagent or calibrator, software, material or other similar or related article, intended by the manufacturer to be used, alone or in combination, for human beings for one or more of the specific purposes of:

- Diagnosis, prevention, monitoring, treatment or alleviation of disease;
- Diagnosis, monitoring, treatment, alleviation of or compensation for an injury;
- Investigation, replacement, modification, or support of the anatomy or of a physiological process;
- Supporting or sustaining life;
- Control of conception;
- Disinfection of medical devices; and
- Providing information for medical purposes by means of in vitro examination of specimens derived from the human body and which does not achieve its primary intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its function by such means.

An accessory is not considered to be a medical device. However, where an accessory is intended specifically by its manufacturer to be used together with the 'parent' medical device to enable the medical device to achieve its intended purpose it is included in this definition.

The definition of a device for in vitro examination includes, for example, reagents, calibrators, sample collection devices, control materials, and related instruments or apparatus. The information provided by such an in vitro diagnostic device may for diagnostic, monitoring or compatibility purposes.

The following applies to the requirement and must be provided by the Offeror:

## **2. Allowable Goods**

Only the goods listed at Annex "E" –Attachment – under the Product & Discount Template and warranty servicing as required by the 2015A (2018-07-16), General Conditions - Goods – Authorized User (Medium Complexity) are allowable through this standing offer.

### **2.1 Non-allowable Goods, Services and Practices**

No services are included in this standing offer.

Non-allowable goods, services and practices includes but is not limited to the following:

- (a) goods not listed at Annex "E" –Attachment under the Product & Discount Template;
- (b) AEDS and First Aid Kits;
- (c) training;
- (d) installation;
- (e) maintenance agreements;
- (f) leasing;
- (g) rentals;
- (h) servicing of equipment (except warranty servicing);
- (i) trade-ins;
- (j) Purchase of demonstrator models.

### **2.2 International Organization for Standardization (ISO)**

All goods must comply with and adhere to any applicable ISO standards.

### **2.3 Radiation Emitting Devices Act (RED) and the Food and Drugs Act**

All medical x-ray equipment and accessories must conform to the requirements of the Radiation Emitting Devices Act and the Food and Drugs Act.

When these Acts apply to the good sold through the Standing Offer the Offeror must provide reports or records to verify compliance with RED to the Project Authority prior to shipment.

### **2.4 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).

When the good being sold through this Standing Offer is considered a "controlled product" according to WHMIS legislation, the Contractor must label the product or container and must provide a material data safety sheet (MSDS) to the Product 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.

### **3. Work and Contract Constraints**

#### **3.1 Offeror Service**

The Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. The Offeror must be open during normal business hours in Canada.

#### **3.2 Electronic Transactions via the Offeror's Website**

The Offeror must not accept any call-ups against the Standing Offer through any existing or future e-commerce websites during the entire period of the Standing Offer without written approval from the Standing Offer Authority. Failure to comply may result in a set aside of the Standing Offer.

#### **3.3 Direct Marketing**

Offerors may occasionally have opportunities to offer increased savings for the authorized products at Annex "E" - Attachment, Product & Discount to Authorized Users. Marketing communications making reference to the Standing Offer must be restricted to the products contained in the Annex "E"- Attachment, Product & Discount and at a minimum include the following information:

- (1) the Standing Offer number;
- (2) the Standing Offer title;
- (3) the Standing Offer expiry date;
- (4) the publication date; and
- (5) the effective period.

Prior to releasing any marketing initiatives to Authorized Users, Offerors must forward an electronic copy to the Standing Offer Authority for review a minimum of three (3) days prior to release of any marketing communication, regardless of format.

### **4. Minimum Order Restriction**

While Authorized Users will make every effort to place orders containing multiple items, the Offeror must ship in small quantities if requested to do so.

Minimum order restrictions are not authorized and do not apply to this Standing Offer.

### **5. Quantities**

Unless goods are on backorder, shipments which contain partial amounts must be rectified immediately. The Offeror must not invoice for partial shipments until the complete order has been delivered.

### **6. Returns**

The Project Authority may return any good(s) received if the good(s):

- (1) is not the correct item;
- (2) do not meet the shelf life requirements as described in Annex "A"- Requirement under 7.0, Shelf Life;
- (3) have been damaged;
- (4) if there is evidence that the packaging has been tampered with;
- (5) if the goods are not as described by the technical literature provided by the Contractor at RFSO closing; or
- (6) if the goods do not meet the terms and conditions of the Standing Offer.

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Cost of shipping, receiving and restocking the returned goods is the responsibility of the Offeror, Authorized User will not pay the Offeror for shipping of returned goods or any restocking fees.

The Offeror must apply either a credit or refund to the Authorized User for returned items including shipping, if applicable and as agreed upon by the Project Authority. The credit or refund must be applied within ten (10) days of receiving the returned goods.

If the return was made prior to invoicing and payment and the order contained goods other than the returned goods, the Offeror must issue a new invoice to the Project Authority with the credit itemized.

## **7. Shelf Life**

All materials having a shelf life must include:

- (1) date of manufacture;
- (2) manufacturer's part number;
- (3) specification number; and
- (4) expiration date of shelf life.

All goods delivered with an expiration date must have the longest shelf life available from the manufacturer. If the longest shelf life is not available from the manufacturer, the Offeror must notify the Technical Authority at time of order and prior to shipping for acceptance.

## **8. Packaging**

All goods must be labeled in both official languages, English and French.

The Offeror must conform to all applicable Federal and Provincial legislation and regulations concerning packaging, labeling and movement of hazardous goods including goods which are repackaged by the Offeror.

All goods ordered in a Call-up must be wrapped and packaged together and accompanied by a copy of the packing slip for each Call-up.

Multiple Call-ups being delivered to the same address may be shipped together in one container if all goods ordered in each Call-up is wrapped and packaged together and clearly labeled to indicate the Call-up number and Project Authority.

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

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

## 10. Product Recalls

If any of the goods have been recalled a product recall advisory must be provided to all Authorized Users who have purchased the goods as well as to the Standing Offer Authority.

## 11.0 Delivery

Deliveries must be made on business days within the regular working hours for the destination.

The delivery date will be identified in each individual Call- up against the SO. The Offeror must inform Authorized Users at time of issuance of the Call-up if this delivery date cannot be met.

### 11.1 Delivery to Remote Areas

In the event, the goods called up are to be delivered to a Remote Area, the Authorized User is responsible for the costs of transportation and for coordinating transportation with the Offeror. This includes determining the mode of transport, the time frames and the transportation firm. The Authorized User is responsible for choosing the most economical mode of transport that meets the requirement. If no instructions are provided in the call-up, the Offeror must confirm shipping arrangements with the Authorized User before proceeding.

The Authorized User may:

- (a) select a transportation firm themselves; or
- (b) request that the Contractor suggest a minimum of two (2) transportation firms including price quotes for the client to select and approve.

## 12. Standing Offer Usage Report

The electronic template of the report below will be provided at the Standing Offer award by the Standing Offer Authority.

### 12.1 Quarterly Usage Reporting

The Offeror must e-mail their completed usage report to [TPSGC.PAEMFM-APMEMS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAEMFM-APMEMS.PWGSC@tpsgc-pwgsc.gc.ca) on a quarterly basis, in accordance with the Standing Offer and Resulting Contract Clauses, Part 7A, Article 7.3.2, Standing Offer Reporting.

A reporting submission template will be provided to each Offeror in Excel format. All information must be completed by the Offeror, if any information is unavailable the Offeror must provide a reason.

The Offeror must not change the template formatting or any of the calculations of the template. Any report submission which has had the formatting or calculations changed will not be accepted.

At a minimum, usage reports must include the following information

- Standing Offer Number;
- Quarter;
- Supplier Name;
- Number of Call-ups reported;
- Total reported this Quarter;
- Total reported to Date;
- Client Depart or Agency. Providing the buyer's location or delivery address, for example: SUPPLY DEPOT will not be accepted;

- Project Authority e-mail address, e-mail address of the person placing the Call-up;
- Call-up Number. Alternatively, if the Offeror prefers, they may provide the Offeror Order Number instead;
- Call-up Amendment Number for any item that was added, deleted, or changed after receipt of initial Call-up; if the Offeror has chosen to provide the Offeror's Order Number instead of a Call-up number, then the Offeror may provide an incrementing number to the end of the order number, eg., 4532EC90-000, 4532EC90-001, where 4532EC90 is the order number reported.
- Date of Order, format (DD-MMM-YYYY);
- UNSPSC number (sub-category)
- Sub-Category description
- Offeror part number;
- Product Description;
- Packaging Format;
- Quantity of units per Packaging Format;
- Price (per packaging format)
- Applicable discount (%)
- Total Price

## 12.2 Ad Hoc Usage Reports - Standing Offer

The Standing Offer Authority may request additional Ad Hoc Reports based on criteria already identified at Annex "A" - Requirement, section 12 Standing Offer Usage Report. When requested to do so, Offerors will provide the Ad Hoc Report within the timeframe requested.

## 13. Audits

### Client Satisfaction

The Standing Offer Authority or delegated individual may select random call-ups for each NMSO Offeror and perform a call-up audit and customer satisfaction survey.

- (1) checking for unauthorized product sales;
- (2) checking to ensure discount billed is the same or less than the discount offered through the standing offer;
- (3) not meeting the delivery terms of the standing offer;
- (4) availability of goods;
- (5) customer satisfaction

These audits will be used for assess vendor performance. Unsatisfactory performance may result in a set aside of the Standing Offer if not corrected to the satisfaction of the Standing Offer Authority.

## 14. Key Terms

The definitions listed below are for the purposes of this RFSO and resulting Contract and the terms may not apply to other commodities.

### Acronyms

PDT - MPR – Product & Discount Template - Modèle pour les produits et rabais

NMSO – National Master Standing Offer

PWGSC – Public Works and Government Services Canada

RFSO – Request for Standing Offer

## **Terms**

**3<sup>rd</sup> Party Environmental Certification** – Third Part Environmental Ecolabeling Certification programs are those that conform to ISO 14024:1999, Environmental labels and declarations, Type I environmental labeling and are recognized by the Global Ecolabeling Network (GEN).

**Authorized User** – means a Federal Identified User and/or Provincial/Territorial Identified User as specified in the Standing Offer at Part 7A, paragraph 7.6 – Authorized Users authorized to make Call-ups against the Standing Offer.

**Controlled Goods** – the Controlled Goods Program (CGP) is a registration and compliance program that regulates access to controlled goods, including International Traffic in Arms Regulations (ITAR) items, in Canada. The CGP plays a vital role in the prevention and detection of the unlawful examination, possession or transfer of controlled goods in Canada. Under the authorities of the [Defence Production Act](#) (DPA) and the [Controlled Goods Regulations](#), the CGP's mandate is to strengthen Canada's defence trade controls through the mandatory registration and regulation of businesses and individuals who examine, possess and/or transfer controlled goods. The Schedule (Section 35) of the DPA contains the items that are considered controlled goods. Controlled Goods are not authorized through this standing offer.

**Controlled Products** – means any product which falls within any of the hazard criteria set out in Part IV of the Controlled Products Regulations (CPR) is a WHMIS "controlled product". A controlled product may be a "pure" substance, a tested mixture or an untested mixture. Unless it is exempt under Section 12 of the Hazardous Products Act (HPA), it is subject to the MSDS and labelling requirements of the HPA.

**E-Commerce Website** – means an electronic commerce internet website which allows Authorized Users to place and pay for call-up transactions. The e-Commerce Website may be located on the Offeror's servers or those of a 3rd party such as Global Healthcare Exchange (GHX).

**Emergency Requirements** – an emergency requirement occur in situations where delays in taking action would be injurious to the public interest. Emergencies are normally unavoidable and require immediate action which would preclude the solicitation of formal bids. Refer to section [3.22](#) of the Supply Manual for additional information on Emergency Requirements.

**Federal Identified User** – means any Federal Government Department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

**Manufacturer** – means the company originally manufacturing or creating the goods. These goods may then be sold to other companies for rebranding or reselling.

**Provincial/Territorial Identified User** – Means any Canadian province or territory including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list refer to Part 7A, paragraph 7.6 of the Standing Offer.

**Remote Area** - A locality or community which is sparsely populated (1000 people or less) which is not road accessible throughout the year.

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**Urgent Acquisitions** – means an urgent acquisition that calls for immediate action and conveys a sense of urgency. Refer to section [3.21](#) of the Supply Manual for additional information on Managing Urgent Acquisitions.

## **ANNEX "B" PRODUCT & DISCOUNT TEMPLATE INSTRUCTIONS**

### **Note to Offerors**

The Offerors must submit a percentage discount for all categories or sub-categories they can offer for Medical Supplies and Equipment. The Product & Discount Template (PDT - MPR.xlsx) must be completed.

- B-1; procedures to complete during the solicitation

Offerors must complete the Product & Discount Template (PDT - MPR) provided as an electronic attachment to this requirement, in accordance with the instructions below. The PDT - MPR submitted with the offer will form any resulting Standing Offer.

Offerors must not change the template in any way, must not insert additional rows or columns.

Offerors must save a copy of the completed PDT - MPR in Excel compatible format (.xls or .xlsx) on a USB key and include it with their offer.

Any offer which do not adhere to these instructions may be considered non-responsive and may be disqualified.

The following PDT - MPR worksheets comprise:

- Medical Supplies and Equipment

The Offerors must ensure that all discount offered is in percentage.

Any Categories or Sub-Categories offer submitted with invalid data will be considered non-responsive.

### **Additional Instructions**

For all Categories or Sub-Categories not submitted by the offeror, the offeror must leave the cells empty for that category. If no discount is offered, for a submitted category or manufacturer, a 0% must be inscribed for each type of product (Equipment, Devices and Supplies), and that the offeror can sell, if applicable.

---

## B - 1 PROCEDURES DURING SOLICITATION PERIOD

### THE PRODUCT & DISCOUNT TEMPLATE

#### 1.1 Instructions to complete the Template

Offeror must complete the worksheets provided in accordance with the instructions below.

The Published Price List needs to be submitted to follow the categories that have been selected.

#### Section I: Categories and Sub-Categories

These categories and Sub-Categories are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada will purchase all of those Categories or Sub-Categories.

The following columns are included:

- Column A – UNSPSC number
- Column B – Category description
- Column C – UNSPSC sub-category number
- Column D – Sub-Category description

#### Section II – Offeror Offer and Section III – Discount List

The following columns must be completed:

- |          |  |
|----------|--|
| Column E | Sub-Category Offering  |
| Column F | Manufacturers available per Category (max. of 5 manufacturers) |
| Column G | Delivery Location (Regional or National)                       |
| Column H | Discount for the Category                                      |
| Column I | Discount per manufacturer (for that Category)                  |

#### Column F

The Offeror must inscribed the manufacturers available for the Category. A maximum of 5 manufacturers per Category is authorize.

#### Columns H-I

Offeror must indicate a discount for the purchase of either for the category (all Sub-Categories checked included) (column E) or by manufacturer's for the Category (column F).

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## **B - 2 PROCEDURES DURING THE STANDING OFFER PERIODS**

### **PRODUCT AND DISCOUNT PROCEDURES FOR CHANGES AND ADDITIONS**

#### **3.1 Product and Discount Changes and Additions**

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists. Product offering changes and additions will be done once a calendar year or at Canada's sole discretion.

All requests to make changes to Annex "B", Product and Discount must be submitted to the Standing Offer Authority with a written notification allowing a minimum of thirty (30) days' notice prior to the effective date of the change.

Proposed changes to Annex "B", Product & Discount Offering will be subject to the requirement and update on the Published Price List which may be accepted or declined at Canada's sole discretion. Authorized changes will be evidenced by a revision to the Standing Offer.

##### **3.1.2 Product Additions – Product and Discount**

Offerors can request additions to the Product and Discount list. All products proposed for addition to the original list must meet the following conditions:

1. meet the definition of Medical Supplies and Equipment at Annex "A" – Requirement and Annex – "E" - Attachment;
2. have a Medical Devices Establishment License, if applicable.

Any manufacturer/product identified by PWGSC as meeting the above listed conditions will be provided to the Offerors for a recent Published Price List.

##### **3.1.3 Product Additions – Emergency and Urgent Acquisitions**

In the event of an Emergency or Urgent situation, PSPC may request goods or specialized services not included in the Standing Offer.

These additions will be temporary until the urgent nature of the situation has subsided. The Offeror's product offering will not be updated to include these goods.

##### **3.1.4 Product Deletions**

Product deletions are permitted under the following conditions:

- (a) the product has been recalled by Health Canada or the manufacturer; or
- (b) the product has been discontinued by the manufacturer

Requests for product deletions must be supported by a letter from the manufacturer confirming that the product has been discontinued or a copy of the statement by Health Canada.

If a Specific Product is discontinued by the manufacturer, the Offeror may request to add the manufacturer's recommended replacement product. A request to add a replacement product for this reason may be made at the same time as the request for Product deletion or during the periods stated above. The replacement manufacturer/product must meet the same specification purpose as the original manufacturer and will be added at the same discount as the original manufacturer.

PWGSC acknowledges that there may be other circumstances for which a product deletion may be requested and these will be authorized on a case by case basis.

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### ANNEX "C" – List of Directors

#### (Instructions, Clauses and Conditions, Part 2)

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

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## **ANNEX "D" 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);

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## ANNEX "E" – ATTACHMENTS

1. **Product & Discount Template** (PDT-MPR) (see excel document)
2. **Company Profile** (see excel document)
3. **Offeror Contact Information Template** (see excel document).

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