



**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

Title - Sujet Safety Eyewear / Prescription safet Saftey Eyewear / Prescription Safety Eyewear	
Solicitation No. - N° de l'invitation E60PV-21SAFE/B	Date 2022-02-16
Client Reference No. - N° de référence du client E60PV-21SAFE	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-958-80981
File No. - N° de dossier pv958.E60PV-21SAFE	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-03-22 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Beaulne, Sylvianne	Buyer Id - Id de l'acheteur pv958
Telephone No. - N° de téléphone (819)230-8325 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Definitions

In this Request for Standing Offers, 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.

“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.

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; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |

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

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

The Annexes include the Requirement, the Electronic Product Offering Instructions, the Electronic Product Offering Template (EPOT), the Offeror Contact Information Template, the Region Coverage Template, the Additional Warranty Coverage Information and the List of Eye Care Professionals Clinics, the List of Directors and the Electronic Payment Instruments.

1.2 Summary

1.2.1 Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply and delivery of Safety Eyewear and Prescription Safety Eyewear to Authorized Users on an as and when required basis. Canada is responsible for ensuring that its employees are protected from eye injuries by providing adequate eye protection.

Safety Eyewear are a part of Personal Protective Equipment that are worn by the employees around their eyes for protection. Safety eyewear act as a shield to protect the eyes from any type of foreign debris that may cause irritation or injury.

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

- British Columbia
- Ontario
- Yukon Territory
- Nova Scotia
- Manitoba

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at Part 6 A Standing Offer under 6.6 – Authorized Users.

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

Two (2) streams are included in this request for Standing Offer. Stream A for Basic Safety Eyewear and Stream B for Prescription Safety Eyewear. Offerors are invited to submit an offer for any or all Streams. All responsive offers will be recommended for issuance of a 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 Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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 Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, 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 resulting standing offers.

1.2.4 Epost Connect service

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.

1.2.5 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) applies to this requirement.

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 to 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 6.15 Transition to an e-Procurement Solution (EPS).

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

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) (<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 \(2020-05-28\)](#) 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).

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

Delete: 60 days

Insert: 180 days

Section 21 of [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is deleted and replaced with the following:

21 Code of Conduct for Procurement – offer

The [Code of Conduct for Procurement](#) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement « <https://www.tpsgc-pwgsc.gc.ca/app-acq/cndct-cndct/cca-ccp-eng.htm> ». Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive.

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

As part of our Greening Initiative, offers must be submitted only via the epost Connect service provided by Canada Post Corporation to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on Page 1 of the RFSO.

Note: For the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-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 Offeror is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or hard copy (paper or soft copies on media) to PWGSC will not be accepted.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

To submit the 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

Due to the nature of the RFSO, offers transmitted by facsimile or hard copy (paper or soft copies on media) will not be accepted.

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the technical evaluation criteria.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Electronic Product Offering Template (EPOT) Instructions by including the external attachment in Excel under Annex C – Electronic Product Offering Template (EPOT).

3.1.1 Exchange Rate Fluctuation

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

3.1.2 Sustainable Pricing

In Canada's experience, when financial evaluation of offers is based on a basket of goods, Offerors will from time to time propose prices that do not allow them to recover their costs and/or make a profit on certain items. Canada encourages Offerors to submit sustainable pricing for this requirement.

A sustainable price is defined as a price for an item that can, without subsidy, generate greater than zero profit for the Offeror. For the purpose of this requirement, prices for an item that are within the normal price distribution for that item will be considered as sustainable.

Manufacturer incentive programs such as additional rebates based on sales volume or volume commitments and co-operative advertising programs are considered as subsidies.

When evaluating the prices offered, Canada may require price support for prices it deems abnormally low. An abnormally low price is defined as a price remarkably lower than the normal distribution of prices offered for an item.

Examples of price support that Canada would consider satisfactory include:

- a) a current manufacturer's published price list indicating the cost of the item to the Offeror; or
- b) documentation such as copies of recently paid manufacturer/distributor invoices *excluding any volume rebates or discounts*; or
- c) a signed contract or agreement between the Offeror and its supplier which includes pricing structures.

Once Canada requests price support for any item, it is the sole responsibility of the Offeror to submit the information (either the information described in the examples above or information that demonstrates that it will be able to recover its own costs based on the price it has proposed) that will allow Canada to determine, with confidence, that the price offered is sustainable. Where Canada determines that the price support offered does not demonstrate that the price offered is sustainable, Canada will assign a score of zero points to the Offeror for the item in question.

3.1.3 Electronic Payment of Invoices – Offer

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

If Annex I - 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.

4.2 Phased Bid Compliance Process (PBCP)

4.2.1 (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 offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers 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 OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER 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 Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer 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 offer solicitation closing in circumstances where the offer 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 Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2020-05-28) 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 offer solicitation closing in circumstances where the offer 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 Offeror in or pursuant to the Offer 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.

4.2.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer 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 offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer 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 offer solicitation to be included in the Financial Offer, then the Offer 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. An 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 offer 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.

4.2.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer 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.
- (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 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.

4.2.4 (2018-03-13) 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) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.3 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.

Offerors can choose to submit an offer on one or both streams. Offerors MUST meet all the mandatory requirements for the stream (s) he is placing his offer. No further consideration will be given to Offerors not meeting all the mandatory criteria for the stream (s) in question.

All Offerors must meet Mandatory Requirement M1 to M5 for further consideration to the evaluation.

Mandatory Requirement 1 (M1): Years in business

The Offeror must demonstrate that they have been in business for over three (3) years by the closing date of the Request for Standing Offer. The Offeror must provide a copy of their business account list notification provided by Canada Revenue Agency or the certificate of registration or incorporation.

Mandatory Requirement 2 (M2): Customer Service Principles

The Offeror must clearly demonstrate its customer service principles including:

- pre and post sales technical support;
- warranty application process (if applicable). If the Offeror consider not applicable, they must provide a statement about the warranty of Safety Eyewear); and
- bilingual customer service.

Mandatory Requirement 3 (M3): Manufacturer Authorization

The Offeror must include a letter signed by an authorized representative of each manufacturer declaring that they are authorized to sell their products nationally within Canada; or at a minimum a written declaration signed by the Offeror's Chief Financial Officer or Chief Executive Officer.

Mandatory Requirement 4 (M4): Offeror Contact Information

The Offeror must complete and submit the Offeror Contact Information Template included in Annex D - Offeror Contact Information Template.

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

Mandatory Requirement 5 (M5): Regions of Coverage

The Offeror must complete and submit the Regions Coverage Template included in Annex E - Regions Coverage.

The Offeror must specify the regions to which he can supply and deliver the goods and/or services. The Offeror must also identify under which stream he can supply and deliver the goods and/or services.

MANDATORY REQUIREMENT FOR STREAM A (safety eyewear) ONLY:

Mandatory Requirement 6 (M6): Stream A – Electronic Product Offering Template

The Offeror must complete and submit with their offer STREAM A in the Annex C – Electronic Product Offering Template (EPOT) by providing a list of safety eyewear they wish to offer under this RFSO. All the items that are submitted in STREAM A - Electronic Product Offering Template (EPOT) must fall under the authorized product defined at Annex A – Requirement under 2 - Allowable Goods and Services.

All prices must be in Canadian dollars, customs duties, excise taxes included, delivery and applicable taxes excluded. The Offeror must submit firm prices that can be updated once a calendar year or at Canada's sole discretion as describe at Annex B-3, under 3.1 Product Offering Changes and Additions – Refresh Period. **The firm prices submitted must represent a discounted unit price.**

Only line items that have information will be eligible for the Phase Bid Compliance Process. Line items with no information submitted will be excluded from the Phase Bid Compliance Process.

Instruction to complete the EPOT – Electronic Product Offering Template can be found under Annex B – Product Offering Template Instruction

If at any time prior to NMSO issuance the evaluation team determines that one or more proposed products do not comply with the instructions contained within this RFSO, the offer could be declared non-responsive and no further consideration will be given.

The complete STREAM A - EPOT will be included in the resulting Standing Offer.

MANDATORY REQUIREMENT FOR STREAM B (prescription safety eyewear) ONLY:

Mandatory Requirement 7(M7): Stream B – Electronic Product Offering Template

The Offeror must complete and submit with their offer STREAM B in Annex C – Electronic Product Offering Template (EPOT). Instructions on how to fill out the STREAM B of the Electronic Product Offering Template (EPOT) can be found in Annex B – Electronic Product Offering Template (EPOT) Instructions.

All the items that are submitted in STREAM B - Electronic Product Offering Template (EPOT) must fall under the authorized product defined at Annex A – Requirement under 2 - Allowable Goods and Services.

All prices must be in Canadian dollars, customs duties, excise taxes included, delivery and applicable taxes excluded. The Offeror must submit firm unit prices that can be updated once a calendar year or at Canada's sole discretion as describe at Annex B-3, under 3.1 Product Offering Changes and Additions – Refresh Period. **The firm prices submitted must represent a discounted unit price.**

Only line items that have information will be eligible for the Phase Bid Compliance Process. Line items with no information submitted will be excluded from the Phase Bid Compliance Process.

If at any time prior to NMSO issuance the evaluation team determines that one or more proposed products do not comply with the instructions contained within this RFSO, the offer could be declared non-responsive and no further consideration will be given.

The complete STREAM B - EPOT will be included in the resulting Standing Offer.

Mandatory Requirement 8 (M8): Additional Warranty Coverage Information

The offeror must complete and submit with their offer the external attachment in WORD, Additional Warranty Information included in Annex F - Additional Warranty Coverage Information.

The Offeror must describe the warranty coverage for all parts included in the table for the Prescription Safety Eyewear.

Mandatory Requirement 9 (M9): List of Eye Care Professionals Clinics Included

The Offeror must complete and submit with their offer the external attachment in Excel, at Annex G – List of Eye Care Professionals Clinics.

The offeror must either list (under tab – option 1) or provide a website link (under tab – option 2) for the Eye Care Professionals Clinics that are included in their program and that can provide services for prescription safety eyewear based on the allowable services listed under Annex A – Requirement, 2. Allowable Goods and Services. The Offeror must indicate any fees which may apply.

4.4 Environmental Considerations

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

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 considerations are incorporated into this Request for Standing Offer. An Offeror that can meet at least 3 out of 5 of the environmental considerations bellow, with justification, will be considered an "Environmentally Conscious Offeror" and will be identified as such under the resulting Standing Offer and in the Basket of Goods.

For each "Environmental Consideration" 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.

Failure to provide the documents or additional information listed below in your offer, the environmental consideration will not be counted as having met the consideration.

Consideration	Environmental Consideration	Yes	No	Required information
C1	Environmental management policies: Have you implemented an internal Environmental Program, or Policy or do you have any Environmental Certification?			Provide any certification or policy, or describe your environmental program.
C2	Do you have a recycling policy?			Provide any information or document explaining the policy.
C3	Are the packaging recyclable, reusable, biodegradable or made from renewable resources?			Describe how the packaging are reusable or recyclable and reduced to the bare minimum during deliveries.
C4	Does the Offeror have a 'take it back' program?			Describe recycling of the products/components or take back program of the products.
C5	How does the Offeror consider disposal or end of life in their goods or operations?			Describe any consideration of product life cycle/end of life; reuse or recycling of the products/components.

4.5 Basis of Selection

To be declared responsive, an offer must:

- (a) comply with all the requirements of the bid solicitation;
- (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. All responsive offers will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information requested or required 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.

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/programs/employment-equity/federal-contractor-program.html#s4) 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.

PART 6 - 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, license or approval is a reference to such agreement or instrument, or permit, license 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.

Key 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.

“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.

6.1 Offer

The Offeror will provide and deliver the goods, services or both 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 both, in accordance with the terms and conditions set out in the Standing Offer including all annexes, attachment and any resulting Contract.

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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 from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

Section 14 of 2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, is deleted and replaced with the following:

2009 14 Code of Conduct for Procurement - Standing Offer

The Offeror agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) ([«https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html»](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html)) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

6.3.2 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 in Annex "A" - Requirement, section 3.12; Standing Offer Usage Report. 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 by e-mail on a quarterly basis to the Standing Offer Authority at Sylvianne.beaulne@tpsgc-pwgsc.gc.ca no later than fifteen (15) days after the end of the reporting period.

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 3.12; 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from date of award.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least thirty (30) days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority and will be evidenced, for administrative purposes only, through a revision to the standing offer.

6.4.3 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.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Call-Up against the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Sylvianne Beaulne

Solicitation No. - N° de l'invitation
E60PV-21SAFE/B
Client Ref. No. - N° de réf. du client
E60PV-21SAFE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958. E60PV-21SAFE

Buyer ID - Id de l'acheteur
pv958
CCC No./N° CCC - FMS No./N° VME

Supply Specialist

Scientific, Medical and Photographic Division - PV
Services and Innovation Acquisitions Sector
Pharmaceuticals Procurement Directorate
Acquisitions Branch
Public Works and Government Services Canada
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor Street, Ottawa, Ontario
K1A 0R5 Canada

Telephone: 819-230-8325

E-mail address: Sylvianne.beaulne@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.

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.

6.5.2 Offeror's Representative

The Offeror's representative for the standing offer are identified at Annex D - Offeror Contact Information Template, under the General Inquiry table.

The sale's Representatives are identified at Annex D - Offeror Contact Information Template.

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

6.6 Authorized Users

6.6.1 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.

6.6.2 Provincial/Territorial Identified Users

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

Canadian Blood Services

The Government of British Columbia

The Government of the Province of Ontario including:

- Carleton University, ON
- County of Essex, ON
- County of Peterborough, ON
- Northumberland County, ON
- Town of The Blue Mountains, ON
- Township of Georgian Bay, ON
- University of Toronto, ON

The Government of the Yukon Territory

The Government of the Province of Nova Scotia

The Government of the Province of Manitoba including:

- *Manitoba Liquor and Lotteries, MB*
- *Winnipeg School Division, MB*
- *Prairie Mountain Health, MB*
- *Southern Health, MB*
- *Interlake Eastern Regional Health Authority, MB*
- *Northern Regional Health Authority, MB*
- *Winnipeg Regional Health Authority, MB*
- *Shared Health Manitoba, MB*
- *CancerCare Manitoba, MB*
- *Louis Riel School Division, MB*
- *Red River College, MB*
- *Prairie Rose School Division, MB*
- *University of Manitoba, MB*

6.6.3 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 to 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.

6.7 Call-up Procedures (Authorized Users)

- a. Authorized Users should make Call-ups against the Standing Offer that best meets their needs.
- b. The Electronic Product Offering Template (EPOT), List of Eye Care Professionals, Regions coverage for the standing offers under this requirement are published on the Standing Offers and Supply Arrangements Application (SOSA App) in buyandsell.gc.ca. Authorized Users should consider using these resources, starting with the EPOT, when determining which Standing Offer best meet their need.
- c. Authorized Users must document their procurements in accordance with existing procurement policies and practices within each client department.
- d. The Authorized Users will also verify that the Offeror can satisfy the entirety of the order within the delivery times.
- e. 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.

6.7.1 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.

6.7.2 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 Basket of Goods, 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.
5. The Offeror must provide the sample(s), transportation charges prepaid, and without charge to Canada. If requested, the return of sample(s), will be paid for and arranged by the Authorized User, otherwise, the sample(s) submitted by the Offeror will remain the property of Canada.

6.7.3 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.

6.7.4 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.

6.7.5 Numbering Call-Ups Paid For by Acquisition Cards

For audit purposes, it is recommended that Authorized Users number Call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

6.8 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.

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.

6.8.1 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 A – 3.12 Standing Offer Usage Reporting.

6.8.2 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

6.9 Limitation of Call-ups

Authorized Users should make Call-ups against the Standing Offer that represent best value and meets their immediate needs.

6.9.1 Federal Identified User

Requirements Less Than or Equal to \$25,000 (including all Applicable Taxes and costs of Delivery): Individual Call-ups against the Standing Offer must not exceed \$25,000.00 CAD (Applicable Taxes included) and in accordance with Part 6A, Article 6.7, Call-Up Procedures.

Requirement Greater than \$25,000: PWGSC- PV Division may, at its discretion, exceed the Individual Call-Up Limitation.

6.9.2 Provincial/Territorial Identified User

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.

6.10 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 ([2021-12-02](#)) Goods - Authorized Users (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Product Offering Template Instructions;
- g) Annex C, Electronic Product Offering Template (EPOT);
- h) Annex D, Offeror Contact Information Template;
- i) Annex E, Regions Coverage;
- j) Annex F, Additional Warranty Coverage;
- k) Annex G, List of Eye Care Professional Clinics; and

l) the Offeror's offer dated _____ (to be completed at NMSO issuance).

6.11 Certifications and Additional Information

6.11.1 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.

6.12 Applicable Laws

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

6.13 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.

6.1 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.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2015A (2021-12-02), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

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 (2021-12-02), 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 (2021-12-02), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

Section 31 of 2015A (2021-12-02), General Conditions – Goods – Authorized Users (Medium Complexity), is deleted and replaced with the following:

31 Code of Conduct for Procurement – contract

The Contractor agrees to comply with the Code of Conduct for Procurement « <https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html> » and to be bound by its terms for the period of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.3.2 Delivery Date

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

6.4 Authorities

6.4.1 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.

6.4.2 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.

6.5 Payment

6.5.1 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.

6.5.2 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.

6.5.3 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the call-up and Delivered Duty Paid (DDP) to the destination specified in the call-up Incoterms 2010 for shipments from a commercial contractor.

6.5.4 Multiple Payments

Authorized User will pay the Contractor upon completion and delivery of units 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.

6.5.5 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 I - 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);

6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2015A ([2021-12-02](#)). 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.

6.7 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.

6.8 Insurance – No Specific Requirement

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.

6.9 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16), **Excess Goods** is amended as follows:

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

SACC Manual clause [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"

Solicitation No. - N° de l'invitation
E60PV-21SAFE/B
Client Ref. No. - N° de réf. du client
E60PV-21SAFE

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958. E60PV-21SAFE

Buyer ID - Id de l'acheteur
pv958
CCC No./N° CCC - FMS No./N° VME

6.10 Dispute Resolution

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

ANNEX A - REQUIREMENT

1. Requirement

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply and delivery of Safety Eyewear and Prescription Safety Eyewear to Authorized Users on an as and when required basis. Canada is responsible for ensuring that its employees are protected from eye injuries by providing adequate eye protection.

A Safety Eyewear are a part of Personal Protective Equipment that are worn by the employees around their eyes for protection. Safety eyewear act as a shield to protect the eyes from any type of foreign debris that may cause irritation or injury.

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

- British Colombia
- Ontario
- Yukon Territory
- Nova Scotia
- Manitoba

2. Allowable Goods and Services

Allowable Goods

Allowable goods are safety eyewear that are define as an item of personal protective equipment (PPE) designed to protect the eyes of the wearer from injuries. Prescription Safety Eyewear are also included and to be considered safety glasses, they must meet a higher standard of compliance regarding impact resistance than regular prescription eyeglasses. Warranty servicing as required by the 2015A ([2021-12-02](#)), General Conditions - Goods – Authorized User (Medium Complexity) are allowable through this standing offer. Any submitted product must fall under these UNSPSC Categories:

42142901	Eyeglasses
42142902	Eyeglass lenses
42142903	Eyeglass frames
42142904	Eyeglass hardware
42142905	Sunglasses
42142906	Eyeglass cases
42142907	Eyeglass cleaning cloths
42142908	Eyeglass cleaning kits
42142922	Eyeglasses guards
42204009	Medical radiological shielding eyewear's
46181801	Eyewear holders or cases
46181802	Safety glasses
46181804	Goggles
46181811	Protective lens
85453801	The diagnosis of fitting and adjustment of spectacles and contact lenses

Allowable Services

Allowable Services that are related to the Goods, but is not limited to, are listed below:

- Repair Services
- Specialized Services provided by an eye care professional

2.1 International Organization for Standardization (ISO)

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

2.1.1 The Canadian Standards Association

All goods must comply with and adhere to the CSA Z94.3

2.2 Non-allowable Goods, Services and Practices

Only services by an eye care professional for prescription safety eyewear are included in this Standing Offer.

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

- (a) goods not listed as a safety eyewear and not included in Annex C - Electronic Product Offering Template;
- (b) trade-ins;
- (c) Purchase of demonstrator models.

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 and must provide a bilingual customer service representative in bilingual designated regions as prescribed under the *Official Language Act*.

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 B - Electronic Product Offering Instruction to Authorized Users. Marketing communications making reference to the Standing Offer must be restricted to the products contained in the Annex B - Electronic Product Offering Instruction 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.

3.4 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.

3.5 Returns

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

- (1) is not the correct item;
- (2) have been damaged;
- (3) if there is evidence that the packaging has been tampered with;
- (4) if the goods are not as described by the technical literature provided by the Contractor at RFSO closing; or
- (5) if the goods do not meet the terms and conditions of the Standing Offer.

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.

3.6 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.

3.7 Backordered Goods

Backordered goods are goods that are not available at time of shipment. When a backordered good has been identified, a backorder notification must be sent to the Project Authority as soon as possible.

Backorder notifications must contain the following information:

- (1) Call-Up Number;
- (2) Project Authority name and contact information;
- (3) Identification (name and product number) of items on backorder;
- (4) Date ordered;
- (5) Expected Delivery Date; and
- (6) Reason for unavailability.

Backordered goods must be delivered within eight (8) calendar days from receipt of the Call-up or at a delivery date acceptable to the Project Authority.

The Offeror must include a backorder notification with the shipment for Call-ups containing backordered goods.

If the expected delivery date is not acceptable to the Project Authority, the Project Authority may remove the backordered goods from the Call-up by amending the call-up and providing a copy of the amended Call-up to the Offeror.

The Offeror must not invoice for backordered items until after they have been delivered.

3.8 Packaging

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

Packaging must be sufficient to ensure goods will not be damaged during shipment. Damaged goods will be returned at the expense of the Standing Offer Holder.

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.

3.9 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.

3.10 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.

3.11 Standing Offer Usage Report

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

3.11.1 Quarterly Usage Reporting

The Offeror must e-mail their completed usage report to Sylvianne.beaulne@tpsgc-pwgsc.gc.ca on a quarterly basis, in accordance with the Standing Offer and Resulting Contract Clauses, Part 6A, Article 6.3.2, 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;
- 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);
- Delivery Date, format (DD-MMM-YYYY);
- Ordering Organization (Legal Name of Federal Government Department or Agency, or Provincial Ministry), this is the legal name for the Federal Government Department or Agency, or Provincial Ministry. Providing the buyer's location or delivery address, for example, SUPPLY DEPOT will not be accepted;
- Project Authority, is the name of the person placing the Call-up;
- Project Authority e-mail address, e-mail address of the person placing the Call-up;
- Manufacturer's part number;
- Offeror part number;
- Product Description;
- Quantity;
- Price (after discount);
- Total Spend per reporting period; and
- Number of Call-ups reported

3.11.2 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 3.12 Standing Offer Usage Report. When requested to do so, Offerors will provide the Ad Hoc Report within the timeframe requested.

4. 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. This will include but is not limited to:

- (1) checking for unauthorized product sales;
- (2) checking to ensure discount billed is the same or more 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.

5. 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

AU – Authorized Users
EPOT – Electronic Product Offering Template
IU – Identified Users
NMSO – National Master Standing Offer
PWGSC – Public Works and Government Services Canada
RFSO – Request for Standing Offer
SO – Standing Offer

Terms

3rd 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 6A, paragraph 6.6 – Authorized Users authorized to make Call-ups against the Standing Offer.

Basket of Goods – means a list of products required by Authorized Users and representing categories applicable to this commodity.

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 6A, under 6.6 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.

Safety Eyewear: glass that has been toughened or laminated so that it is less likely to splinter when broken and toughened glasses or goggles for protecting the eyes when using power tools or industrial or laboratory equipment.

Services: any non-tangible item which can assist the client in using equipment purchased.

Standing Offer: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/standing-offers>

SOSA app - The SOSA App is a secure, web-based application that allows federal government users and authorized provincial and territorial identified users to use and view federal standing offers and supply arrangements in one location. It is accessed through Buyandsell.gc.ca at the following link: <https://buyandsell.gc.ca/standing-offers-and-supply-arrangements-application/my-agreements>

UNSPSC - UNSPSC is the acronym for the United Nations Standard Products and Services Code. UNSPSC is an eight-digit number coding system to classify both products and services in the context of procurement activities. It is broken down into the following levels:

- **Segment**
The top level of the taxonomy. The logical aggregation of families for analytical purposes.
- **Family**
The second level of the taxonomy. It is the commonly recognized group of inter-related commodity categories.
- **Class**
The third level of the taxonomy. A group of commodities sharing common characteristics.
- **Commodity**
The fourth level of the taxonomy. A group of substitutable products or services.

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 OFFERING TEMPLATE INSTRUCTION

Note to Offerors

The Offerors must submit firm unit price for all items they can offer with all required information. The Electronic Product Offering Template (EPOT) must be completed. All prices must be submitted in Canadian currency. Customs duties are included and applicable taxes are extra.

- B-1 and B-2; procedures to complete during the solicitation
- B-3; procedures during the Standing Offer periods

Offerors must complete the Electronic Product Offering Template (EPOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EPOT submitted with the Offer will form any resulting Standing Offer.

Offerors must save a copy of the completed EPOT in Excel compatible format (.xls or .xlsx) 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 EPOT worksheets comprise:

- Safety Eyewear (Stream A)
- Prescription Safety Eyewear (Stream B)

B - 1 - PROCEDURES DURING SOLICITATION PERIOD

STREAM A – SAFETY EYEWEAR

1.1 Safety Eyewear Offering Instructions

Should Offerors decide to offer product under the Stream A- Safety Eyewear, Offerors must complete the Safety Eyewear Offering worksheets provided in accordance with the instructions below. The template submitted with the Offer will be part of the resulting Standing Offer.

The Offerors must submit firm discounted prices for all line items they can offer for Safety Eyewear.

Stream A - Safety Eyewear

The Offeror can submit its price list for Safety Eyewear in an excel format under the template provided. The price list must be discounted prices. The submitted Safety Eyewear are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada or any Provinces or Territories will purchase all of those items.

Offerors can ONLY add rows to include all of their available safety eyewear they wish to include in their final Basket of Goods but must not insert additional columns and cannot change any existing information in the spreadsheet.

Any items submitted with invalid data will be considered non-responsive.

The following columns must be completed in Stream A – Safety Eyewear:

Column B	Manufacturer
Column C	Manufacturer Parts Number
Column D	Offeror Part Number
Column E	Detailed Description
Column F	Packaging Format
Column G	Firm Price (CAD)
Column H	Regularly Stock Items (Y/N)
Column I	Leadtime

Column E

The Offeror must inscribed a detailed description of the product offered in English / and French

Column F

The Offeror must provide the packaging format for each product offered;
Example: each, box/10

Column G

The Offeror must provide a **discounted** pricing according to the Packaging Format.

Column I

The Offeror must provide the Leadtime for any product offered that are not Regularly Stock Items.

B - 2 - PROCEDURES DURING SOLICITATION PERIOD

STREAM B - PRESCRIPTION SAFETY EYEWEAR

2.1 Prescription Safety Eyewear Offering Instructions

Should Offerors decide to offer product under the Stream B- Prescription Safety Eyewear, Offerors must complete the Prescription Safety Eyewear Offering worksheets provided in accordance with the instructions below. The template submitted with the Offer will be part of the resulting Standing Offer.

The Offerors must submit firm discounted prices for all line items they can offer for Prescription Safety Eyewear.

Stream B - Prescription Safety Eyewear

The Offeror must complete the Tables comprise in the Stream B spreadsheet. The submitted Prescription Safety Eyewear are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada or any Provinces or Territories will purchase all of those items.

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

Any items submitted with invalid data will be considered non-responsive.

Table 1 – Frame Type

The following columns must be completed (for each frame type):

Columns C – H – M – R	Manufacturer
Columns D – I – N – S –	Manufacturer part number
Columns E – J – O – T	Offeror part number
Columns F – K – P – U	Detailed Description
Columns G – L – Q – V	Firm Unit Price (CAD)
Columns	

Columns F – K – P – U

The Offeror must inscribed a detailed description of the product offered in English / and French

Columns G – L – Q – V

The Offeror must submit firm unit discounted prices.

Table 2 – Prescription and Lens

The following columns must be completed (for each specified prescription for any power of prescription):

Columns C – F – I – L	Manufacturer
Columns D – G – J – M	Offeror part number

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Columns E – H - K - N

Firm Unit Prices (CAD)

Columns E – H - K – N

The Offeror must submit firm unit discounted prices.

Table 3 – Coating

The following columns must be completed (for each coating):

Columns C – F – I – L – O – R - U
Columns D – G – J – M – P – S - V
Columns E – H – K – N – Q – T - W

Manufacturer
Offeror part number
Firm Unit Prices (CAD)

Columns E – H – K – N – Q – T – W

The Offeror must submit firm unit discounted prices.

B - 3 - PROCEDURES DURING THE STANDING OFFER PERIODS

BASKET OF GOODS PROCEDURES FOR CHANGES AND ADDITIONS

3.1 Product Offering Changes and Additions – Refresh Period

All requests to make changes or addition to Annex B -Electronic Product Offering spreadsheet must be submitted in writing to the Standing Offer Authority with a written notification once a year (calendar year) within thirty (30) days' notice prior to the effective date of the change or at Canada's sole discretion.

Authorized changes will be evidenced by a revision to the Standing Offer.

3.1.1 Product Additions – Basket of Good Products

Offerors can request additions to the Basket of Good list. All products proposed for addition to the original list must meet the following conditions:

1. meet the definition of Safety Eyewear products at Annex "A" - Requirement, under section 5, Key Terms;
2. include the updated EPOT including one or both Streams completed

3.1.2 Product Additions – Emergency and Urgent Acquisitions

In the event of an Emergency or Urgent situation, PWGSC 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.

3.1.3 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 product must meet the same specification purpose as the original product and will be added at the same price as the original product.

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 – ELECTRONIC PRODUCT OFFERING TEMPLATE (EPOT)

(Provided as an external electronic attachment in EXCEL)

Upon issuance of any resulting Standing Offer, Annex C will contain the Offeror Basket of Goods

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ANNEX D – OFFEROR CONTACT INFORMATION TEMPLATE

(Provided as an external electronic attachment in WORD)

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ANNEX E – REGIONS COVERAGE TEMPLATE

(Provided as an external electronic attachment in WORD)

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(the following annex is for Stream B – Prescriptions Safety Eyewear Only)

ANNEX F – ADDITIONAL WARRANTY COVERAGE INFORMATION

(Provided as an external electronic attachment in WORD)

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(the following annex is for Stream B – Prescriptions Safety Eyewear Only)

ANNEX G – LIST OF EYE CARE PROFESSIONALS CLINICS

(Provided as an external electronic attachment in EXCEL)

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ANNEX H – LIST OF DIRECTORS

(Instructions, Clauses and Conditions, Part 2)

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

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ANNEX I - 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);