

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

**Bid Receiving - PWGSC / Réception des  
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Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

### National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Glucose Test Strips and Glucometers Glucose Test Strips and Glucometers	
<b>Solicitation No. - N° de l'invitation</b> 21120-219541/A	<b>Date</b> 2022-06-07
<b>Client Reference No. - N° de référence du client</b> 21120-219541	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PV-963-81246
<b>File No. - N° de dossier</b> pv963.21120-219541	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-06-15</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lajoie, Alexandra	<b>Buyer Id - Id de l'acheteur</b> pv963
<b>Telephone No. - N° de téléphone</b> (416)434-3879 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Correctional Service Canada Various locations	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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.

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## PART 1 - GENERAL INFORMATION

### Principal – Agent Relationship

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

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

### Offer

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

### Exclusionary Clause

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

#### 1.1 Introduction

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

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

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 Basis of Payment, the List of Products, the Standing Offer Reporting, the 942 Call-up Form, the Electronic Payment Instruments, the Additional Certifications, the OEM Certification and any other annexes

## 1.2 Summary

**1.2.1** Correctional Services Canada (CSC) has a requirement to establish a National Individual Standing Offer for the supply and delivery of glucose test strips and compatible glucometers to Authorized Users, including Abbotsford, BC; Saskatoon, SK; Kingston, ON; Laval, QC; and Moncton, NB.

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

- **The Government of British Columbia**
- **The Government of the Province of Ontario including:**
  - Laurentian University
  - Town of Collingwood
- **The Government of the Yukon Territory**
- **The Government of the Northwest Territories**
- **The Government of the Province of Nova-Scotia**
- **The Government of the Province of New-Brunswick**
- **The Government of the Province of Manitoba including:**
  - Prairie Mountain Health
  - Southern Health
  - Interlake Eastern Regional Health Authority
  - Northern Regional Health Authority
  - Winnipeg Regional Health Authority
  - Shared Health Manitoba
  - CancerCare Manitoba
  - University of Manitoba

Only Authorized Users will be authorized to issue call-ups against this NISO. A list of Authorized Users will be provided at Part 6A, 6.5 – Authorized Users

The period of the Standing Offer is from September 1, 2022 to August 31, 2025.

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

## 1.3 Debriefings

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

#### 1.4 Offer

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

#### 1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

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

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

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

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred 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

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pv963.21120-219541

Buyer ID - Id de l'acheteur  
pv963  
CCC No./N° CCC - FMS No./N° VME

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Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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](#) (2022-03-29) 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: 90 days

#### 2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28), Condition of Material - Offer

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using Canada Post Corporation's (CPC) Connect service for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessaoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten 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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Offeror provides its offer in separately bound sections as follows:

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

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

Due to the nature of the RFSO, hard copy offers (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 requirements and how they will carry out the Work.  
The technical offer consists of the following:

(a) **Supporting Technical documentation:** Offerors must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.

(b) **List of Products:** Offerors must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. The Offeror is requested to use the form provided in Annex "C".

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

- (a) **Pricing:** Offerors must submit their financial offer in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror. Offerors must provide pricing on all line items in order for their offer to be considered responsive.
- (c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror

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leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

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

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

If Attachment "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Offer Price in accordance with the pricing tables provided in Annex "B" – Part 1 – Basis of Payment.

##### **Evaluation of Price – Offer**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

Unless the solicitation specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the solicitation closing date, or on another date specified in the solicitation, will be applied as a conversion factor to the offers submitted in foreign currency.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the 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 \(ESDC\) - Labour's](#) website.

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.

#### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

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File No. - N° du dossier  
pv963.21120-219541

Buyer ID - Id de l'acheteur  
pv963  
CCC No./N° CCC - FMS No./N° VME

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#### 5.2.3.1 Product Conformance

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

---

**Offeror's authorized representative signature**

---

**Date**

#### 5.2.3.2 OEM Certification

(i) Any Offeror that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its offer is required to submit the OEM's certification regarding the Offeror's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Offeror). No Standing Offer will be awarded to a Offeror who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Offerors are requested to use the OEM Certification Form included with the offer solicitation at Attachment 3 to Part 5 of the Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Offeror/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the offer being declared non-responsive.

(ii) If the hardware or equipment proposed by the Offeror originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

#### 5.2.3.3 Medical Device and Medical Device Establishment Licenses

Offerors must provide with their offers a copy of their Medical Devices Establishment License (MDEL) and proof of Medical Device Licence (MDL) for the items identified in Annex A – Requirement.

## 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 as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

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

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

#### **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**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

**6.2 Security Requirements**

**6.2.1** 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 (2022-01-28 ) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only: Section 11 – Integrity Provisions

**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.



Solicitation No. - N° de l'invitation  
21120-219541/A  
Client Ref. No. - N° de réf. du client  
21120-219541

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv963.21120-219541

Buyer ID - Id de l'acheteur  
pv963  
CCC No./N° CCC - FMS No./N° VME

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a semester basis to the Standing Offer Authority.

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

The semester reporting periods are defined as follows:

1st Semester: April 1 to September 30;  
2nd Semester: October 1 to March 30.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from September 1, 2022 to August 31, 2025.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

#### **Alexandra Lajoie**

Supply Specialist  
Public Works and Government Services Canada  
Pharmaceuticals Procurement Directorate  
140 O'Connor Street, 7<sup>th</sup> floor  
East Tower, L'Esplanade Laurier (LEL)  
Ottawa, Ontario, K1A 0R5

Telephone: 416-434-3879

E-mail address: [Alexandra.Lajoie@pwgsc-tpsgc.gc.ca](mailto:Alexandra.Lajoie@pwgsc-tpsgc.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 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.

**6.5.3 Offeror's Representative (to be completed by the offeror)**

The telephone number of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery Follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Authorized Users**

**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.

**Provincial/Territorial Identified Users**

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

**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 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 Call-up Instrument**

### **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
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;

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

### 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. An electronic sample is attached at Annex "E" – Forms. 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

#### Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$40,000.00 CAD (Applicable Taxes included) for the client.

#### 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 (2022-01-28 ) General Conditions: Standing Offers – Goods or Services – Authorized Users;
- d) the General Conditions 2015A (2022-01-28 ) General Conditions – Goods – Authorized Users (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, List of Products;
- h) Annex D, Standing Offer Reporting;
- i) Annex E, 942 Call-up Form; and
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## **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 as Annex X or, if not 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 (2022-01-28), 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 16, Interest on Overdue Accounts, of 2015A (2022-01-28), General Conditions – Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards. (*This clause will be inserted if payment by credit cards(s) is acceptable by the Offeror, otherwise it will be deleted*).

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The delivery of the contract must be completed in accordance with 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.

#### **6.3.3 Shipping Instructions - Delivery at Destination**

**6.3.3.1** Shipment shall be consigned to the destination specified herein and delivered:

DDP Delivered Duty Paid (as per call-up) Incoterms® 2010 for shipments from a commercial supplier.

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

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

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 Method of Payment**

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
H1001C	Multiple Payment	2008-05-12

#### **6.4.4 SACC Manual Clauses**

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
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#### **6.4.5 Electronic Payment of Invoices – Call-up**

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10 of 2015A General Conditions – Goods – Authorized Users (Medium Complexity).

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

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9068C	Government Site Regulations	2010-01-11

## 6.8 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](#)".

## 6.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



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## **ANNEX "A"**

### **PART 1.1 - REQUIREMENT**

Correctional Services Canada (CSC) has a requirement for the supply of glucose test strips and compatible glucometers, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

1. Glucose test strips;
2. Glucometers;
3. Operator manuals;
4. A one-year Warranty including all Maintenance and Support Services;

#### **1.0 BACKGROUND**

CSC is responsible for administering court-imposed sentences of two years or more for offenders, including supervising those under conditional release in the community. CSC is responsible for providing every inmate with essential health care. This includes glucose test strips and compatible glucometers to be used in the provision of health care to inmates who reside within its facilities.

#### **2.0 MANDATORY TECHNICAL REQUIREMENT**

The glucose test strips and glucometers must meet all the following mandatory technical requirements:

##### **2.1 Glucose Test Strips**

- .1 The glucose test strips must be individually wrapped entities or in bulk containers of 50 or 100.
- .2 The glucose test strips must be authorized for use in humans by Health Canada through the Class III Medical Device License (MDL), and for the purpose of testing blood glucose levels in humans.
- .3 The glucose test strips must have an expiry date of at least one year after delivery.
- .4 The glucose test strips must allow for storage at room temperatures (greater than or equal to 10C to less than or equal to 36C) and not require refrigeration.
- .5 The glucose test strips, in bulk containers, must have a minimum of three (3) months open vial stability.
- .6 The glucose test strips must measure between 1.1 m mol/L and 27.0 m mol/L.

##### **2.2 Glucometers**

- .1 The glucometer must be for use in a multiple patient environment, and categorized as usable on multiple patients.
- .2 The glucometer must allow for cleaning and disinfecting by trained medical staff.
- .3 The glucometer must come with step-by-step instructions in English and French for cleaning, disinfecting, maintenance and storage when not in use. The instructions must include suggested solutions and/or materials for cleaning the glucometer.

- .4 The glucometer must enable and support conducting quality assurance (QA) checks on, including, but not limited to, samples, strips and the unit.
- .5 The glucometer must come with step-by-step instructions on performing QA checks to verify the unit's accuracy and performance. The instructions must include, but not limited to, check frequency and required materials. These instructions must be in both English and French.
- .6 The glucometer must be equipped with a rechargeable battery pack(s) or replaceable batteries.
- .7 The glucometer must be drop resistant.
- .8 The glucometer must allow for use without having to pre-program patient data.

### 3.0 MANUALS

The Offeror must deliver 1 complete set of Documentation, in English and French for every glucometer unit that is delivered.

This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

### 4.0 WARRANTY, MAINTENANCE AND SUPPORT SERVICES

The Offeror must provide technical phone support Monday to Friday, 8AM to 5PM, excluding holidays as defined for each laboratory and unless otherwise agreed upon by the Offeror and Project Authority.

The Offeror must replace the glucometer and battery pack power supply base unit at no cost if support is ineffective and the unit is not fully functional.

### 5.0 DELIVERY POINTS

#### 5.1 Federal Identified User

Address
<b>Pacific Regional Pharmacy</b> 33344 King Road PO Box 3000 Abbotsford, British Columbia V2S 4P4 Attn: Jason Wong
<b>Prairies Regional Pharmacy PRA</b> 3427 Faithful Ave Saskatoon, Saskatchewan S7K 8H6 Attn: Calvin Clement
<b>Ontario Regional Pharmacy</b> Frontenac Institution 1455 Bath Road PO Box 190 Kingston, Ontario K7L 4V9 Attn: Pamela Lindsay
<b>Pharmacie Régionale – Québec</b> 5492 Boulevard, Levesque est Laval, Québec,

Solicitation No. - N° de l'invitation  
21120-219541/A  
Client Ref. No. - N° de réf. du client  
21120-219541

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv963.21120-219541

Buyer ID - Id de l'acheteur  
pv963  
CCC No./N° CCC - FMS No./N° VME

H7C 1N7 Attn: Marie-Ève Binet
<b>CSC-Regional Pharmacy – pharmacie régionale</b> 859 main street Moncton, New Brunswick E1C 1G3 Attn: Charlene Cormier

## 5.2 Provincial/Territorial Identified User

<b>The Government of British Columbia</b>
<b>The Government of the Province of Ontario including:</b> <ul style="list-style-type: none"><li>• Laurentian University</li><li>• Town of Collingwood</li></ul>
<b>The Government of the Yukon Territory</b>
<b>The Government of the Northwest Territories</b>
<b>The Government of the Province of Nova-Scotia</b>
<b>The Government of the Province of New-Brunswick</b>
<b>The Government of the Province of Manitoba including:</b> <ul style="list-style-type: none"><li>• Prairie Mountain Health</li><li>• Southern Health</li><li>• Interlake Eastern Regional Health Authority</li><li>• Northern Regional Health Authority</li><li>• Winnipeg Regional Health Authority</li><li>• Shared Health Manitoba</li><li>• CancerCare Manitoba</li><li>• University of Manitoba</li></ul>

## PART 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

The glucose test strips and glucometers must meet all the following mandatory technical evaluation criteria. Offerors must demonstrate their compliance with all the following mandatory evaluation technical criteria by providing substantial information describing completely and in details how each requirement is met or addressed. Simply repeating the statement contained in the solicitation is not sufficient.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL OFFER.
<b>1</b>	<b>Glucose Test Strips</b>	
1.1	The glucose test strips must be authorized for use in humans by Health Canada through the Class III Medical Device License (MDL), and for the purpose of testing blood glucose levels in humans.  The Offeror must provide proof of the Health Canada Class III Medical Device License (MDL) and proof of the Medical Device Establishment License (MDEL) for the glucose test strips.  <i>Canada can verify compliance by consulting the Health Canada MDALL and MDEL websites.</i>	
1.2	The glucose test strips must have the capability of being kept at room temperatures (greater than or equal to 10C to less than or equal to 36C) and not require refrigeration.	
1.3	The glucose test strips, in bulk containers, must have a minimum of three (3) months open vial stability.	
1.4	The glucose test strips must measure between 1.1 m mol/L and 27.0 m mol/L.	
<b>2</b>	<b>Glucometers</b>	
2.1	The glucometer must be for use in a multiple patient environment, and categorized as usable on multiple patients.	
2.2	The glucometer must allow for cleaning and disinfecting by trained medical staff.	
2.3	The glucometer must enable and support conducting quality assurance (QA) checks on, including, but not limited to, samples, strips and the unit.	
2.4	The glucometer must be drop resistant.	
2.5	The glucometer must allow for use without having to pre-program patient data.	

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## ANNEX "B"

### PART 1 - BASIS OF PAYMENT

The Offeror must provide all of the pricing requested in the following Tables in accordance with Article 6.6.1 - Basis of Payment.

*All wording in italics will be removed prior to SO issuance.*

Table 1: Year 1- September 1, 2022 to August 31, 2023						
				A	B	C
Item	Description	Delivery Point	Unit of Issue	<i>Estimated Number of Units for evaluation purposes only</i>	Firm All Inclusive Unit Price	<i>Total Estimated Extended Price (A X B)</i>
1	Glucose Test Strip in accordance with Annex A.	Abbotsford, BC	Each	30,000	\$ _____	\$ _____
2		Saskatoon, SK	Each	120,000	\$ _____	\$ _____
3		Kingston, ON	Each	150,000	\$ _____	\$ _____
4		Laval, QC	Each	120,000	\$ _____	\$ _____
5		Moncton, NB	Each	50,000	\$ _____	\$ _____
6	Glucometer in accordance with Annex A.	Abbotsford, BC	Each	300	\$ _____	\$ _____
7		Saskatoon, SK	Each	425	\$ _____	\$ _____
8		Kingston, ON	Each	600	\$ _____	\$ _____
9		Laval, QC	Each	800	\$ _____	\$ _____
10		Moncton, NB	Each	300	\$ _____	\$ _____
Evaluated Price (Sum of Items 1 to 10) <i>(Please identify currency)</i>						\$ _____

Table 2: Year 2 - September 1, 2023 to August 31, 2024			
	A	B	C

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Item	Description	Delivery Point	Unit of Issue	Estimated Number of Units for evaluation purposes only	Firm All Inclusive Unit Price	Total Estimated Extended Price (A X B)
1	Glucose Test Strip in accordance with Annex A.	Abbotsford, BC	Each	30,000	\$ _____	\$ _____
2		Saskatoon, SK	Each	120,000	\$ _____	\$ _____
3		Kingston, ON	Each	150,000	\$ _____	\$ _____
4		Laval, QC	Each	120,000	\$ _____	\$ _____
5		Moncton, NB	Each	50,000	\$ _____	\$ _____
6	Glucometer in accordance with Annex A.	Abbotsford, BC	Each	100	\$ _____	\$ _____
7		Saskatoon, SK	Each	200	\$ _____	\$ _____
8		Kingston, ON	Each	300	\$ _____	\$ _____
9		Laval, QC	Each	200	\$ _____	\$ _____
10		Moncton, NB	Each	150	\$ _____	\$ _____
Evaluated Price (Sum of Items 1 to 10) <i>(Please identify currency)</i>						\$ _____

**Table 3: Year 3 - September 1, 2024 to August 31, 2025**

				A	B	C
Item	Description	Delivery Point	Unit of Issue	Estimated Number of Units for evaluation purposes only	Firm All Inclusive Unit Price	Total Estimated Extended Price (A X B)
1	Glucose Test Strip in accordance with Annex A.	Abbotsford, BC	Each	30,000	\$ _____	\$ _____
2		Saskatoon, SK	Each	120,000	\$ _____	\$ _____
3		Kingston, ON	Each	150,000	\$ _____	\$ _____

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4		Laval, QC	Each	120,000	\$ _____	\$ _____
5		Moncton, NB	Each	50,000	\$ _____	\$ _____
6	Glucometer in accordance with Annex A.	Abbotsford, BC	Each	100	\$ _____	\$ _____
7		Saskatoon, SK	Each	200	\$ _____	\$ _____
8		Kingston, ON	Each	300	\$ _____	\$ _____
9		Laval, QC	Each	200	\$ _____	\$ _____
10		Moncton, NB	Each	150	\$ _____	\$ _____
Evaluated Price (Sum of Items 1 to 10) (Please identify currency)						\$ _____

**Table 4: Total Aggregated Offer Price:**

Item	Description	Evaluated Price
1	Table 1: Year 1	As per Evaluated Price from Table 1
2	Table 2: Year 2	As per Evaluated Price from Table 2
3	Table 2: Year 3	As per Evaluated Price from Table 3
4	Total Aggregated Offer Price	Sum of Tables 1, 2 and 3



## PART 2 - BASIS OF PAYMENT PROVINCES AND TERRITORIES

The Offeror must provide all of the pricing requested in the following Tables for the Province and Territories. The pricing must be in accordance with Article 6.6.1 - Basis of Payment.

*Pricing for the Provinces and Territories does not form part of the Total Aggregated Offer Price.*

**Table 1: Province and Territories**

				Periods		
				Firm All Inclusive Unit Price		
Item	Description	Delivery Point	Unit of Issue	Year 1: September 1, 2022 to August 31, 2023	Year 2: September 1, 2023 to August 31, 2024	Year 3: September 1, 2024 to August 31, 2025
1	Glucose Test Strip in accordance with Annex A.	The Government of British Columbia	Each	\$ _____	\$ _____	\$ _____
2		The Government of the Province of Ontario	Each	\$ _____	\$ _____	\$ _____
3		The Government of the Yukon Territory	Each	\$ _____	\$ _____	\$ _____
4		The Government of the Northwest Territories	Each	\$ _____	\$ _____	\$ _____
5		The Government of the Province of Nova-Scotia	Each	\$ _____	\$ _____	\$ _____
6		The Government of the Province of New-Brunswick	Each	\$ _____	\$ _____	\$ _____
7		The Government of the Province of Manitoba	Each	\$ _____	\$ _____	\$ _____
8	Glucometer in accordance with Annex A.	The Government of British Columbia	Each	\$ _____	\$ _____	\$ _____
9		The Government of the Province of Ontario	Each	\$ _____	\$ _____	\$ _____
10		The Government of the Yukon Territory	Each	\$ _____	\$ _____	\$ _____
11		The Government of the Northwest Territories	Each	\$ _____	\$ _____	\$ _____
12		The Government of the Province of Nova-Scotia	Each	\$ _____	\$ _____	\$ _____

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13		The Government of the Province of New-Brunswick	Each	\$ _____	\$ _____	\$ _____
14		The Government of the Province of Manitoba	Each	\$ _____	\$ _____	\$ _____

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**ANNEX "C"**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture

## ANNEX "D"

### STANDING OFFER REPORTING

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

Alexandra.Lajoie@pwgsc.gc.ca

The report must include as a minimum the following:

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

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

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


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## ANNEX "E"

### 942 CALL-UP FORM

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		<b>Call-up Against a Standing Offer</b> <b>Commande subséquente à une offre à commandes</b>			
Ship to - Expéditeur à		Consignee Code Code destinataire		<b>To the supplier:</b> The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.  <b>Au fournisseur:</b> L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.  <b>Security:</b> The call-up includes security provisions. <b>Sécurité :</b> La demande comprend des exigences en matière de sécurité.  <input type="checkbox"/> NO NON <input type="checkbox"/> YES OUI    If YES, attach a SRCL to the call-up Si OUI, joindre une LVERS à la demande			
Supplier - Fournisseur		Postal Code Code postal					
		Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)					
Invoices must be sent in accordance with - Les factures doivent être envoyées selon :							
<input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes		<input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à »		<input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous			
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.						Financial Code(s) - Code financier(s)	
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA    Serial No. - N° de série		Client Reference No. (optional) N° de référence du client (facultatif)			
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.							
Amendment No. N° de modification		Previous Value (\$) Valeur précédente (\$)		Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)		Total estimated expenditures or revised Total des dépenses estimatives ou révisées	
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article			U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières							Total
For further information, call - Pour renseignements supplémentaires, contacter				Delivery required by - Livraison requise le			
Name - Nom				Telephone No. - N° de téléphone		(YYYY-MM-DD) (AAAA-MM-JJ)	
For internal purposes only - Pour usage interne seulement				Approved for the Minister - Approuvé pour le Ministre			
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.							
Signature (Mandatory - Obligatoire)				Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire)    Date (YYYY-MM-DD - AAAA-MM-JJ)	

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## ATTACHMENT "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

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

## ATTACHMENT "2" to PART 5 OF THE REQUEST FOR STANDING OFFERS

### ADDITIONAL CERTIFICATIONS

#### 1. Board of Directors

In accordance with Part 5 - Certifications and Additional Information, Article 5.2(a), Integrity Provisions – List of Names, Offerors are required to provide a complete list of names of all individuals who are currently directors of the Offeror before contract award. Offerors are requested to provide this information in their offer.

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

Director Name - \_\_\_\_\_ Title: \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors are requested to provide their PBN with their offer.

Procurement Business Number: \_\_\_\_\_

Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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**ATTACHMENT "3" to PART 5 OF THE REQUEST FOR STANDING OFFERS**

**OEM CERTIFICATION**

<b>OEM Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Offeror named below to provide and maintain its products under any Standing Offer resulting from the solicitation identified below.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Offeror</b>	_____