

National Defence Headquarters Ottawa, Ontario K1A 0K2

Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR STANDING OFFER / DEMANDE DE L'OFFRE À **COMMANDES**

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting (D Svcs C 3) Direction des contrats de service (DC Svc 3)

Attention: Joanne Dubeau

By e-mail to / Par courriel : Joanne.Dubau@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

Solicitation Closes / L'invitation prend fin:

At / à:

02:00 PM Eastern Daylight Time (EDT)

On / le:

20 November 2023

Title / Titre	Solicitation No. / Nº de l'invitation				
Pharmacy Refrigerators	W6369-23-A083				
Date of Solicitation / Date de l'invitation					
October 11, 2023					
October 11, 2023					
Address Enquiries to / Adresser toutes qu	estions à:				
Att: Joanne Dubeau					
Department of National Defence					
Director Services Contracting (D Svcs	C 3)				
101 Colonel By Drive					
Ottawa, Ontario K1A 0K2					
Email: joanne.dubeau@forces.gc.ca					
Telephone No. / Nº de téléphone	FAX No. / Nº de fax				
Destination					
Department of National Defence					
Central Medical Equipment Depot					
105 Montgomery Rd, Bldg: BB-104A					
Garrison Petawawa					
Petawawa ON					
K8H 2X3					
L					

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

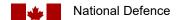
Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required / Livraison exigée	Delivery Offered / Livraison proposée
Vendor Name and Address / Raison socia	lle et adresse du fournisseur
Name and title of person authorized to si Nom et titre de la personne autorisée à si d'imprimerie)	
Name – Nom	Title - Titre
	D.
Signature	Date

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

TABLE OF CONTENTS

PART 1	1 - GENERAL INFORMATION	4
1.1	Introduction	4
1.2	Summary	
1.3	SECURITY REQUIREMENTS	
1.4	Debriefings	
PART 2	2 - OFFEROR INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2	SUBMISSION OF OFFERS	
2.3	ELECTRONIC OFFERS	
2.4	Enquiries - Request for Standing Offers	
2.5	APPLICABLE LAWS	
2.6	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3	3 - OFFER PREPARATION INSTRUCTIONS	
3.1	OFFER PREPARATION INSTRUCTIONS	
3.2	SECTION I: TECHNICAL OFFER	
3.3	Section II: Financial Offer	
3.4	Section III: Certifications	
3.5	SECTION IV: ADDITIONAL INFORMATION	
ATTAC	HMENT 1 TO PART 3 - PRICING SCHEDULE	10
	HMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	
ATTAC	HMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	13
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	14
4.1	EVALUATION PROCEDURES	1.4
4.2	Basis of Selection	
ATTAC	HMENT 1 TO PART 4 - EVALUATION CRITERIA	15
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	20
5.1	CERTIFICATIONS REQUIRED WITH THE OFFER	20
5.2	CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	
	6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	
A. ST	ANDING OFFER	21
6.1	Offer	21
6.2	Security Requirements	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF STANDING OFFER	22
6.5	AUTHORITIES	22
6.6	IDENTIFIED USERS	
6.7	Call-up Procedures	
6.8	Call-up Instrument	
6.9	LIMITATION OF CALL-UPS	
6.10	FINANCIAL LIMITATION - TOTAL	
6.11	PRIORITY OF DOCUMENTS	
6.12	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.13	APPLICABLE LAWS	25
B. RE	SULTING CONTRACT CLAUSES	26
6.1	REQUIREMENT	26
6.7	STANDARD CLAUSES AND CONDITIONS	26



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.3	TERM OF CONTRACT	26
6.4	PAYMENT	
6.5	INVOICING INSTRUCTIONS	27
6.6	Insurance – No Specific Requirements	
6.7	ELECTRICAL EQUIPMENT	
6.8	Excess Goods	28
6.9	Marking	28
6.10	WOOD PACKAGING MATERIALS	28
6.11	SHIPPING INSTRUCTION (DND) – DELIVERED AT PLACE (DAP) INCOTERM 2010	28
6.12	Transportation Costs	29
6.13	CANADIAN CUSTOMS DOCUMENTATION	
6.14	INSPECTION AND ACCEPTANCE	30
6.15	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	30
6.15	Foreign Nationals (Foreign Contractor)	3
6.16	DEFENCE CONTRACT	32
6.17	DISPUTE RESOLUTION	32
ANNEX	A - REQUIREMENT	32
ANNEX	B - BASIS OF PAYMENT	37
ANNEX	C - STANDING OFFER REPORTING	39

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:
 - Part 1 General Information: provides a general description of the requirement;
 - Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
 - Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection:
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.
- B. The Attachments include the Pricing Schedule, the Technical Evaluation, and any other attachments.
- C. The Annexes include the Requirement, the Basis of Payment, and any other annexes.

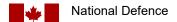
1.2 Summary

A. The Department of National Defence (DND), through the Canadian Forces Health Services (CF H Svcs), has a requirement for a National Individual Standing Offer (NISO) to procure Pharmacy Grade Refrigerators to safely store all medical vaccines, pharmaceuticals and medications. The Pharmacy Refrigerators will be used to lifecycle the existing holdings and to support units without this equipment.

The initial requirement is to procure two (2) Double Door Pharmacy Refrigerators to be delivered at the Central Medical Equipment Depot (CMED) in Petawawa, Ontario, no later than 31 October 2023 or 20 days after SO (Standing Offer) is awarded, with options to procure as and when requested up to an additional forty (40) Double Door, forty (40) Single Door and forty (40) Under the Counter Pharmacy Grade Refrigerators over the validity of the standing offer.

The period of the Standing Offer is from Standing Offer Award to 31 March 2027.

B. The Request for Standing Offers (RFSO) is to establish a National Individual Standing Offer (NISO) for the requirement detailed in the RFSO, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

(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.

- C. The requirement is subject to the provisions of the following Trade Agreements:
 - i. Canadian Free Trade Agreement (CFTA);
 - ii. Revised World Trade Organization Agreement on Government Procurement (WTO-AGP);
 - iii. Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
 - iv. Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
 - v. Canada-Chile Free Trade Agreement (CCFTA);
 - vi. Canada-Colombia Free Trade Agreement (CCoFTA);
 - vii. Canada-Honduras Free Trade Agreement (CHFTA);
 - viii. Canada-Korea Free Trade Agreement (CKFTA);
 - ix. Canada-Panama Free Trade Agreement (CPaFTA);
 - x. Canada-Peru Free Trade Agreement (CPFTA);
 - xi. Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA); and
 - xii. Canada-Ukraine Free Trade Agreement (CUFTA).

1.3 Security Requirements

A. There is no security requirement associated with the requirement of the Standing Offer.

1.4 Debriefings

A. 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.

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
- B. 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).
- C. The <u>2006</u> (2022-12-01) Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements, are incorporated by reference into and form part of the RFSO.
 - (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of offers, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its offer only to the Department of National Defence location specified on page 1 of the RFSO or to the address specified in the RFSO.
 - (iii) Section 05, Submission of offers, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

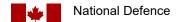
- (iv) Section 06, Late offers, is deleted in its entirety;
- (v) Section 07, Delayed offers, is deleted in its entirety and replaced with the following:

07 Delayed offers

- It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire offer. Misrouting or other electronic delivery issues resulting in late submission of offers will not be accepted.
- (vi) Section 08, Transmission by facsimile or by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety; and
- (vii) Section 20, Further information, is deleted in its entirety.

2.2 Submission of Offers

- A. Offers must be submitted only to the Department of National Defence (DND) by the date, time and place indicated on page 1 of the RFSO.
- B. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DND will not be accepted.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.3 Electronic Offers

A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Offeror or Contracting Authority. Larger offers may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Offeror's responsibility to ensure that their entire offer has been received. Offerors should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are requested to allow sufficient time before the closing date and time to confirm receipt. Offer documents submitted after the closing time and date will not be accepted

2.4 Enquiries - Request for Standing Offers

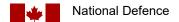
- A. All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 (ten) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.
- B. Offerors should reference as accurately as possible the numbered 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.

2.5 Applicable Laws

- A. 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 OR [insert the name of the province or territory].
- B. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

A. Canada requests that Offerors provide their bid as follows:

Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;

Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;

Section III: Certifications: one (1) soft copy in PDF format by e-mail; and

Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.

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

3.2 Section I: Technical Offer

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

3.3 Section II: Financial Offer

A. Offerors must submit their financial offer in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

3.3.1 Electronic Payment of Invoices - Offer

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.2 Exchange Rate Fluctuation

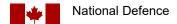
A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

- A. In Section IV of their offer, offerors should provide:
 - (i) A completed, signed, and dated Page 1 of this solicitation;



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Offeror to enter into communications with Canada with regards to their offer, and any contract that may result from their offer;
- (iii) For Part 2, article 2.5, Applicable Laws, of the RFSO: the province or territory if different than specified; and
- (iv) Any other information submitted in the offer not already detailed.

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Offeror must complete this pricing schedule and include it in its financial offer.
- B. The volumetric data included in this pricing schedule are provided for offer evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the work described in the RFSO will be consistent with this data.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its offer, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Requirement of the RFSO.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars, inclusive of all costs for reference manuals and supporting educational/promotional material (if applicable), delivered at Place (DAP) Incoterm 2010. The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes.

1. <u>INITIAL REQUIREMENT</u> (from date of SO Award to 31 March 2024)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$)	Total Estimated Price	
		Α	В	C= A X B	
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	2	\$	\$	
	TOTAL INITIAL REQUIREMENT				

2. OPTIONAL REQUIREMENT

2.1 Option 1 (Prices from date of SO Award to 31 March 2024)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$) B	Total Estimated Price C= A X B
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
2	Sliding Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
3	Single Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
4	Under the Counter Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
			TOTAL OPTION 1	\$

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.2 Option 2 (Prices from 01 April 2024 to 31 March 2025)

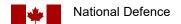
Item	Description	Quantity of Units	Firm Unit Price (CAD\$)	Total Estimated Price
		Α	В	C= A X B
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
2	Sliding Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
3	Single Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
4	Under the Counter Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
	\$			

2.3 Option 3 (Prices from 01 April 2025 to 31 March 2026)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$) B	Total Estimated Price C= A X B
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
2	Sliding Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
3	Single Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
4	Under the Counter Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
	\$			

2.4 Option 4 (Prices from 01 April 2026 to 31 March 2027)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$) B	Total Estimated Price C= A X B
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
2	Sliding Double Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
3	Single Door Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
4	Under the Counter Pharmacy Refrigerators (as per Annex A – SOR)	10	\$	\$
			TOTAL OPTION 4	\$

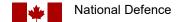


National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

3. Total Evaluated Price (for bid evaluation purposes only)

3.1 TOTAL EVALUATED PRICE

DESCRIPTION	TOTAL PRICE
Total Initial Requirement	\$
Total Option 1	\$
Total Option 2	\$
Total Option 3	\$
Total Option 4	\$
TOTAL EVALUATED PRICE	\$



National Defence Headquarters Quartier général de la Défense nationale Ottawa, Ontario Ottawa (Ontario) K1A 0K2 K1A 0K2

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A.	The Bio	dder accepts to be paid by any of the following Electronic Payment Instrument(s):
	()	VISA Acquisition Card;
	()	MasterCard Acquisition Card;
	()	Direct Deposit (Domestic and International); and
	()	Wire Transfer (International Only).

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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

A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors

- A. The price of the offer will be evaluated as follows:
 - (i) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - (ii) Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- B. Unless the Request for Standing Offers (RFSO) 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 RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
- C. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
- D. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

- A. 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.
- B. Should two (2) or more responsive offers achieve an identical lowest evaluated price, the earliest offer received based on the date and time stamp of the email, will be recommended for award of a standing offer.

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

The following mandatory technical criteria must be demonstrated with supporting documentation in the form of company product catalogue, manual or pamphlet which must be provided with the Offer's response at the time of offer submission. Failure to submit supporting documentation that clearly demonstrates the mandatory technical criteria listed below, may render the offer non-compliant and will not be given further consideration. Any information proposed as options or additions to the work will NOT be evaluated.

MTC 1: CERTIFICATION AND COMPLIANCE

#	REQUIREMENT	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para).
MTC1.1	The Bidder must demonstrate that their proposed Double Door, Single Door and Under Counter Pharmacy Refrigerators complies with Canadian standards CAN/CSA C22.2 60601-1 series including all applicable amendments and sub-standards.	
	A certificate of compliance and a proof of label issued by an inspection body accredited by Standards Council of Canada (www.scc.ca) must be included with the submission for each component of the Pharmacy Refrigerator to which this standard applies.	

MTC 2: DOUBLE DOOR PHARMACY REFRIGERATOR

1.11 0 11	. ZUUZZZUUTTIINIUTTUT IIDI NIUDINITUT	
#	REQUIREMENT	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para).
MTC2.1	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator exterior dimension has a minimum depth, measured from front to back, of 60 centimeters (cm) to a maximum of 100 cm with +/- 5 cm tolerance.	
MTC2.2	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator exterior dimension has a minimum width, measured left to right, of 140 cm to a maximum of 180 cm with +/- 5 cm tolerance.	
MTC2.3	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator exterior dimension has a minimum height, measured top to bottom, of 170 cm to a maximum of 200 cm with a +/- 5 cm tolerance.	
MTC2.4	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate to demonstrate that their proposed Double Door	

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

	Pharmacy Refrigerator has the following Internal Features:	
	 Digital refrigerator temperature display, either digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure. 	
MTC2.5	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator has the following visual and audible alarm features: • Power failure alarm; • High/low temperature deviation alarm; and • Door open/ajar alarm.	
	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator has the following internal feature: • Remote alarm contact. This feature is used to connect (send temperature information) and monitor cold storage equipment with an external monitoring system.	

MTC 3: SINGLE DOOR PHARMACY REFRIGERATOR

#	REQUIREMENT	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para).
MTC3.1	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Single Door Pharmacy Refrigerator exterior dimension has a minimum depth, measured from front to back, of 75 cm to a maximum of 100 cm with +/- 5 cm tolerance	
MTC3.2	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Single Door Pharmacy Refrigerator exterior dimension has a minimum width, measured left to right, of 50 cm to a maximum of 80 cm with +/- 5 cm tolerance; and	
MTC3.3	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Single Door Pharmacy Refrigerator exterior dimension a has minimum height, measured top to bottom, of 180 cm to a maximum of 200 cm with a +/- 5 cm tolerance.	
MTC3.4	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate to demonstrate that their proposed Single Door Pharmacy Refrigerator has the following Internal Features: • Must display refrigerator temperature, either	

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

	digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure.	
	 Digital refrigerator temperature display, either digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure. 	
MTC3.5	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Single Door Pharmacy Refrigerator has the following visual and audible alarm features: • Power failure alarm; • High/low temperature deviation alarm; and • Door open/ajar alarm.	
	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator has the following internal feature: • Remote alarm contact. This feature is used to connect (send temperature information) and monitor cold storage equipment with an external monitoring system.	

MTC 4: UNDER COUNTER PHARMACY REFRIGERATOR

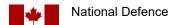
#	REQUIREMENT	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para).
MTC4.1	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Under Counter Pharmacy Refrigerator exterior dimension has a minimum depth, measured from front to back, of 50 cm to a maximum of 80 cm with +/- 5 cm tolerance.	
MTC4.2	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Under Counter Pharmacy Refrigerator exterior dimension has a minimum width, measured left to right, of 50 cm to a maximum of 65 cm with +/- 5 cm tolerance; and	
MTC4.3	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Under Counter Pharmacy Refrigerator exterior dimension has a minimum height, measured top to bottom, of 70 cm to a maximum of 85 cm with a +/- 5 cm tolerance.	
MTC4.4	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate to	

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

	demonstrate that their proposed Under Counter Pharmacy Refrigerator has the following Internal Features:	
	Digital refrigerator temperature display, or factory-installed, seven (7) day, inkless chart recorder with battery backup in the event of a power failure.	
MTC4.5	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Under counter Pharmacy Refrigerator has the following visual and audible alarm features: • Power failure alarm; • High/low temperature deviation alarm; and • Door open/ajar alarm	
	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door Pharmacy Refrigerator has the following internal feature: • Remote alarm contact. This feature is used to connect (send temperature information) and monitor cold storage equipment with an external monitoring system.	

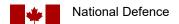
MTC 5: DOUBLE DOOR, SINGLE DOOR AND UNDER COUNTER PHARMACY REFRIGERATOR

	REFRIGERATOR		
#	REQUIREMENT	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para).	
MTC5.1	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door, Single Door and Under Counter Pharmacy Refrigerators have the following specification: Temperature adjustable from plus one degrees Celcius (+1oC) to plus eight degrees Celcius (+8oC) with temperature pre-set to plus four degrees Celcius (+4oC) or plus five degrees Celcius (+5oC).		
MTC5.2	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door, Single Door and Under Counter 110-120V Pharmacy Refrigerators have the following Power Requirements: Must be capable of accepting voltage from 110 – 120 Volts of Alternating Current (Vac) @ 60 Hertz (Hz) with a maximum current draw of 15 Ampere (Amps).		
MTC5.3	The Bidder must provide their company product catalogue, manual or pamphlet to demonstrate that their proposed Double Door, Single Door and Under Counter		



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

208 – 220 V Pharmacy Refrigerators have the following Power Requirements:
Must be capable of accepting voltage from 208 – 220 Vac @ 50 Hz with a maximum current draw of 15 Amps.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

A. 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 <u>Forms for the Integrity Regime</u> 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

A. 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

A. In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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

- A. 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.
- B. 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.

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

A. There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

A. All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

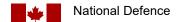
- A. <u>2005</u> (2022-12-01) General Conditions Standing Offers Goods or Services, apply to and form part of the Standing Offer.
 - (i) Article 01, Interpretation, "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King in right of Canada as represented by the Minister of
National Defence and any other person duly authorized to act on behalf of that
minister or, if applicable, an appropriate minister to whom the Minister of National
Defence has delegated his or her powers, duties or functions and any other person
duly authorized to act on behalf of that minister.

6.3.2 Standing Offers Reporting

6.3.2.1 Periodic Usage Reports: Standing Offer

- A. The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.
- B. The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C Standing Offer Reporting. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.
- C. The data must be submitted on a quarterly basis to the Standing Offer Authority.
- D. The quarterly reporting periods are defined as follows:
 - first quarter: April 1 to June 30
 - second quarter: July 1 to September 30
 - third quarter: October 1 to December 31
 - fourth quarter: January 1 to March 31



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

A. The period for making call-ups against the Standing Offer is Standing Offer award date to 31 March 2027.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

A. The Standing Offer (SO) is for the delivery of the requirement detailed in the SO, 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.

6.4.3 Delivery Points

A. Delivery of the requirement will be made to delivery point(s) specified at Annex A - Requirement of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

A. The Standing Offer Authority is:

[Contact information to be detailed in the resulting standing offer]

Name:	
Title:	
Department of National Defence (DN	D)
Directorate:	-
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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

6.5.2 Project Authority

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



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.5.3 Offeror's Representative

[Contact information to be detailed in the resulting standing offer]

General enquiries:	
Name:	
Telephone No.:	
Facsimile No.:	
E-mail address:	
Delivery follow-up:	
Delivery follow-up: Name:	
•	
Name:	
Name:	

6.6 Identified Users

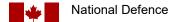
A. The Identified User authorized to make call-ups against the Standing Offer is the Department of National Defence.

6.7 Call-up Procedures

- A. Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- B. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- C. If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- D. 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.
- E. For urgent requirement only Identified Users may request goods/services by telephone/facsimile/e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.
- F. 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

- A. The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.
 - Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and 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.
 - Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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)

or

- An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - · description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

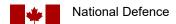
- A. Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).
- B. Requirements exceeding \$25,000.00 (Applicable Taxes included) must be submitted to Standing Offer Authority for processing.

6.10 Financial Limitation - Total

- A. The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) [To be detailed in the resulting standing offer] unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.
- B. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - (i) the call up against the Standing Offer, including any annexes;
 - (ii) the articles of the Standing Offer;
 - (iii) the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services:
 - (iv) the general conditions <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity) apply to and form part of the Contract;
 - (v) Annex A, Requirement;
 - (vi) Annex B, Basis of Payment;



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

(vii)	the Offeror's offer dated	_ [Date to be detailed in the resulting standing offer], (<i>if</i>
	the offer was clarified or amended,	insert at the time of issuance of the offer: "as clarified
	on" or "as amended on _	and insert date(s) of clarification(s) or
	amendment(s) if applicable).	

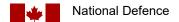
6.12 Certifications and Additional Information

6.12.1 Compliance

A. 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.

6.13 Applicable Laws

A. 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 (or as specified by the offeror in its offer, if applicable).



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

B. RESULTING CONTRACT CLAUSES

A. 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

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

- A. <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity) apply to and form part of the Contract.
 - (i) Article 01, Interpretation, "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King in right of Canada as represented by the Minister of
National Defence and any other person duly authorized to act on behalf of that
minister or, if applicable, an appropriate minister to whom the Minister of National
Defence has delegated his or her powers, duties or functions and any other person
duly authorized to act on behalf of that minister

6.3 Term of Contract

6.3.1 Period of the Contract

A. The period for making call-ups against the Standing Offer is from standing offer date to 31 March 2027.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

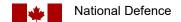
A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment.

6.4.2 Limitation of Price

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

6.4.3 Multiple Payments

A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- (i) 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;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

6.4.4 Taxes - Foreign-based Contractor

- A. Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- B. Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered

6.4.5 Electronic Payment of Invoices - Call-up

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

[List to be updated in the resulting standing offer]

- (i) VISA Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International); and
- (iv) Wire Transfer (International Only).

6.5 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Invoices must be distributed as follows:
 - (i) One (1) copy must be forwarded via email for certification and payment to the Identified User named in the Call-Up document.
 - (ii) One (1) copy must be forwarded via email for certification and payment to the Project Authority named in the Call-Up document.
 - (iii) One (1) copy must be forwarded via email to the Standing Offer Authority identified under the section entitled "Authorities" of Part 6 Standing Offer and Resulting Contract Clauses. The contract number and contracting officer must be entered in the subject line of the email.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.6 Insurance – No Specific Requirements

A. 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.

6.7 Electrical equipment

A. All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

6.8 Excess Goods

A. The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.9 Marking

A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purpose

6.10 Wood packaging materials

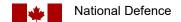
- A. All wood packaging materials used in shipping must conform to the <u>International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).</u>
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program)

6.11 Shipping Instruction (DND) - Delivered at Place (DAP) Incoterm 2010

- A. Goods must be consigned to the destination specified in the Contract and delivered:
 - (i) Delivered at Place (DAP) Petawawa, Ontario, Incoterms 2010 for shipments from a commercial contractor.
 - (ii) The Contractor is responsible for export clearance, administration costs including delivery and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes



National Defence Headquarters Ottawa, Ontario K1A 0K2

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.12 Transportation Costs

A. The Contractor must ship the goods prepaid including all delivery charges to Petawawa, Ontario. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.13 Canadian Customs Documentation

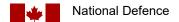
A. General

- 1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
- 2. Shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the *Canada-United States-Mexico Agreement* (CUSMA):
 - a) For goods valued at more than USD\$1,000, the Contractor must provide a certification of origin of the goods that demonstrate that the good is originating. This may be provided on the commercial invoice or any other document and does not need to follow a prescribed format, but must:
 - (i) Describe the originating good in sufficient detail to enable its identification;
 - (ii) Meet the requirements as set out in the Uniform Regulations for Rules of Origin; and
 - (iii) Contain a set of minimum data elements as described in Annex 5-A (<u>Chapter 5</u> of CUSMA) that indicate that the good is both originating and meets the requirements of Chapter 5.
 - b) For goods valued at USD\$1,000 or less, the proof must be a statement on the invoice certifying that the good qualifies as an originating good.

In either case, an original signature and a reference to the contract number must be included in the document. For contracts valued at C\$250,000 or more, the certification of origin will not be required. If applicable, the exchange rate to be used to determine the value of goods in USD is the exchange rate on the Direct Shipment Date, which is the date the shipment starts its direct journey to the Buyer.

- 3. For shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide the certification of origin of the goods. This proof must be in the form of a CIFTA Certificate of Origin for goods valued at more than C\$1,600, or for goods valued at C\$1,600 or less, a statement on the invoice certifying that the good qualifies as an originating good. In either case, an original signature and a reference to the contract number must be included in the document. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
- 4. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

B. Completion of Documents



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

The CCI or commercial invoice must include the following information:

- a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
- c) the Contract number and financial codes (use Field 3 on the CCI form);
- d) country of origin of goods; and
- e) one of the following:
 - (i) when a CUSMA Certification of Origin/CIFTA Certificate of Origin has been prepared, a statement in the "Description" field of the CCI or commercial invoice confirming that the CUSMA Certification of Origin/CIFTA Certificate of Origin has been completed and is attached to the CCI or commercial invoice; or
 - (ii) when a CUSMA Certification of Origin/CIFTA Certificate of Origin was not required, a statement in the "Description" field of the CCI or commercial invoice certifying that the good qualifies as an originating good.

C. <u>Distribution of Documents</u>

- 1. The Contractor must attach one (1) copy of the CCI or one (1) copy of the commercial invoice, as applicable, to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation".
- The second copy of each of the above-mentioned forms must be attached to the shipping documents.
- 3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DNDCustoms-MDNDouanes@forces.gc.ca

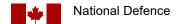
6.14 Inspection and Acceptance

A. 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

Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

6.15 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

Option 2: A2001C (2006-06-16) when the contract is to be with a foreign-based supplier.

6.15 Foreign Nationals (Foreign Contractor)

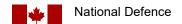
A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements

6.16 Defence Contract

- A. The Contract is a defence contract within the meaning of the <u>Defence Production Act</u>, R.S.C. 1985, c. D-1 (http://laws-lois.justice.gc.ca/eng/acts/d-1/), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

6.17 Dispute Resolution

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



National Defence Headquarters Ottawa, Ontario K1A 0K2

Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ANNEX A - REQUIREMENT

PHARMACY REFRIGERATORS

1. SCOPE

- 1.1 The Department of National Defence (DND), through the Canadian Forces Health Services (CF H Svcs), has a requirement for two (2) Double Door Pharmacy Refrigerators with options to purchase up to an additional forty (40) Double Door, forty(40) Single Door and forty (40) Under the Counter Pharmacy Grade Refrigerators over the validity of the standing offer.
- 1.2 Pharmacy Refrigerators are required in all CF H Svcs Medical Clinics, as well as on deployed operations, to safely store all medical vaccines, pharmaceuticals and medications. The Pharmacy Refrigerators will be used to lifecycle the existing holdings and to support units without this equipment.

2. CERTIFICATION AND COMPLIANCE

2.1. The Pharmacy Refrigerators must comply with Canadian standards CAN/CSA C22.2 60601-1 series including all applicable amendments and sub-standards. A certificate of compliance and a proof of label issued by an inspection body accredited by Standards Council of Canada (www.scc.ca) must be included with the submission for each equipment of the Pharmacy Refrigerator to which this standard applies.

The Pharmacy Refrigerators must comply with GUI-0069, "Guidelines for Temperature Control of Drug Products during Storage and Transportation", Ch 5 Interpretation, section 5.1 "Warehousing and Storage". https://www.canada.ca/en/health-canada/services/drugs-health-products/compliance-enforcement/good-manufacturing-practices/guidance-documents/guidelines-temperature-control-drug-products-storage-transportation-0069.html

The Pharmacy Refrigerators must be compliant with the Immunization Standards set out by the World Health Organization, "Annex 9 - Model guidance for the storage and transport of time and temperature sensitive pharmaceutical products" Ch 4. Section 4.3 "Temperature-controlled storage". https://www.who.int/publications/m/item/trs961-annex9-modelguidanceforstoragetransport

3. REQUIREMENT DELIVERY AND SCHEDULE

3.1. INITIAL REQUIREMENT

- 3.1.1. The Contractor must deliver no later than 31 October 2023 or 20 days after SO (Standing Offer) is awarded the following Pharmacy Refrigerators:
 - 3.1.1.1 Two (2) Swinging Double Door Pharmacy Refrigerators voltage from 110 120 Volts of Alternating Current (Vac) @ 60 Hertz (Hz) with a maximum current draw of 15 Amps.

3.2. OPTIONAL REQUIREMENT

- 3.2.1 The Contractor must provide on as and when requested the following Pharmacy Refrigerators:
 - 3.1.2.1 Up to forty (40) Double Door Pharmacy Refrigerators; Swinging Doors or Sliding Doors, to be specified by the Technical Authority at time of order;
 - 3.1.2.2 Up to forty (40) Single Door Pharmacy Refrigerators; and
 - 3.2.2.3 Up to forty (40) Under the Counter Pharmacy Refrigerators.

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

4. **SPECIFICATIONS**

4.1. <u>DOUBLE DOOR PHARMACY REFRIGERATORS SPECIFICATIONS</u>

	DOUBLE DOOR PHARMACY REFRIGERATORS			
Item #	Requirement	Specifications		
4.1.1	Exterior Dimensions	Must have a minimum length, measured from front to back, of 60 cm to a maximum of 100 cm with +/- 5 cm tolerance. Must have a minimum width, measured left to right, of 140 cm to a maximum of 180 cm with +/- 5 cm tolerance. Must have a minimum height, measured top to bottom, of 170 cm to a maximum of 200 cm with a +/- 5 cm tolerance.		
4.1.2	Refrigerators with Swinging Doors	Must have a self-closing door with magnetic gasket; Must allow for one-handed opening and closing, including door key lock. Must be constructed of double pane, clear glass.		
4.1.3	Refrigerators with Sliding Doors	Must have a sliding glass door. Must allow for one-handed opening and closing, including door key lock. Must be constructed of double pane, clear glass.		
4.1.4	Construction	Must be painted with high-impact, scratch resistant powder coat finished interior and exterior to provide maximum interior temperature uniformity. Must have a minimum of five (5) cm to a maximum of 10 cm of non-CFC foamed-in-place polyurethane insulation between the exterior and interior shell of the refrigerator.		
4.1.5	Drawers	Must be constructed of stainless steel. Must have a minimum of six (6) drawers.		
4.1.6	Internal features	Must display refrigerator temperature, either digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure. Must include remote alarm contacts		
4.1.7	Technical Data	Must have an internal temperature range which includes plus one degrees Celcius (+1°C) to plus eight degrees Celcius (+8°C) with temperature preset to plus four degrees Celcius (+4°C) or plus five degrees Celcius (+5°C).		
		Must be able to operate when the ambient temperature is between plus fifteen degrees Celcius (+15°C) to plus thirty-five degrees Celcius (+35°C).		
		Must have automatic defrost functions. All Pharmacy Refrigerators with a digital display must have a microprocessor controller capable of monitoring in one degree Celsius increments		
		Must be equipped with audible and visual alarms for the following conditions: a. High and low temperature; b. Door ajar; c. Power fail; and d. Alarm Test. Must have a keyed security lock for power, temperature and alarm settings.		
		Must have an internal Light-Emitting Diode (LED) light which either turns on and off automatically as the door is opened and closed or has a switch		

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

which allows the operator to turn the light on/off.

4.2. SINGLE DOOR PHARMACY REFRIGERATORS SPECIFICATIONS

	SINGLE DOOR PHARMACY REFRIGERATORS						
Item #	Requirement	Specifications					
4.2.1	Exterior Dimensions	Must have a minimum length, measured from front to back, of 75 cm to a maximum of 100 cm with +/- 5 cm tolerance. Must have a minimum width, measured left to right, of 50 cm to a maximum of 80 cm with +/- 5 cm tolerance. Must have a minimum height, measured top to bottom, of 180 cm to a maximum of 200 cm with a +/- 5 cm tolerance.					
4.2.2	Swinging Door	Must have a self-closing door with magnetic gasket. Must allow for one-handed opening and closing, including door key lock. Must be constructed of double pane, clear glass.					
4.2.3	Construction	Must be painted with high-impact, scratch resistant powder coat finished interior and exterior to provide maximum interior temperature uniformity. Must have a minimum of five (5) cm to a maximum of 10 cm of non-CFC foamed-in-place polyurethane insulation between the exterior and interior shell of the refrigerator.					
4.2.4	Drawers	Must be constructed of stainless steel. Must have a minimum three (3) drawers.					
4.2.5	Internal features	Must display refrigerator temperature, either digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure. Must include remote alarm contacts.					
4.2.6	Technical Data	Must have an internal temperature range which includes plus one degrees Celcius (+1°C) to plus eight degrees Celcius (+8°C) with temperature pre-set to plus four degrees Celcius (+4°C) or plus five degrees Celcius (+5°C). Must be able to operate when the ambient temperature is between plus fifteen degrees Celcius (+15°C) to plus thirty-five degrees Celcius (+35°C). Must have automatic defrost functions. All Pharmacy Refrigerators with a digital display must have a microprocessor controller capable of monitoring in one degree Celsius increments. Must be equipped with audible and visual alarms for the following conditions: a. High and low temperature; b. Door ajar; c. Power fail; and d. Alarm Test. Must have a keyed security lock for power, temperature and alarm settings. Must have an internal LED light which either turns on and off automatically as the door is opened and closed or has a switch which allows the operator to turn the light on/off.					

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

4.3 <u>UNDER COUNTER PHARMACY REFRIGERATORS SPECIFICATIONS</u>

	UNDER COUNTER PHARMACY REFRIGERATORS						
Item #	Requirement	Specifications					
4.3.1	Exterior Dimensions	Must have a minimum length, measured from front to back, of 50 cm to a maximum of 80 cm with +/- 5 cm tolerance. Must have a minimum width, measured left to right, of 50 cm to a maximum of 65 cm with +/- 5 cm tolerance Must have a minimum height, measured top to bottom, of 70 cm to a maximum of 85 cm with a +/- 5 cm tolerance.					
4.3.2	Swinging Door	Must have a self-closing door with magnetic gasket. Must allow for one-handed opening and closing, including door key lock. Must be constructed of double pane, clear glass.					
4.3.3	Construction	Must be painted with high-impact, scratch resistant powder coat finished interior and exterior to provide maximum interior temperature uniformity. Must have a minimum of five (5) cm to a maximum of 10 cm of non-CFC foamed-in-place polyurethane insulation between the exterior and					
4.3.4	Drawers	interior shell of the refrigerator. Must be constructed of stainless steel;					
4.3.5	Internal features	Must have a minimum two (2) drawers. Must display refrigerator temperature, either digitally or through a factory-installed seven (7) day inkless chart recorder with battery backup in the event of a power failure. Must include remote alarm contacts.					
4.3.6	Technical Data	Must have an internal temperature range which includes plus one degrees Celcius (+1°C) to plus eight degrees Celcius (+8°C) with temperature pre-set to plus four degrees Celcius (+4°C) or plus five degrees Celcius (+5°C). Must be able to operate when the ambient temperature is between plus fifteen degrees Celcius (+15°C) to plus thirty-five degrees Celcius (+35°C). Must have automatic defrost functions. All Pharmacy Refrigerators with a digital display must have a microprocessor controller capable of monitoring in one degree Celsius increments Must be equipped with audible and visual alarms for the following conditions: a. High and low temperature; b. Door ajar; c. Power fail; and d. Alarm Test. Must have a keyed security lock for power, temperature and alarm settings. Must have an internal LED light which either turns on and off automatically as the door is opened and closed or has a switch which allows the operator to turn the light on/off.					

5. PHARMACY REFRIGERATORS POWER REQUIREMENTS



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- 5.1 <u>Double Door, Single Door and Under-Counter Pharmacy Refrigerators</u> must be available for the following power requirements:
 - 5.1.1 Must be capable of accepting voltage from 110 120 Vac) 60 Hz with a maximum current draw of 15 Amperes (Amps).

6. REFERENCE MANUALS

- 6.1 The following English and French Manuals must be included with each Pharmacy Refrigerator:
 - 6.1.1 One (1) Operating Manual, electronic PDF preferred. As a minimum the operating manual must include information on handling the device, error code explanation, troubleshooting and recommended operator maintenance; and
 - One (1) Service Manual, electronic PDF preferred. As a minimum the service manual must include a detailed explanation of the internal device workings, disassembly and reassembly instructions, detailed schematics and a parts breakdown, including part numbers, for each component.
 - 6.1.3 The Contractor must grant a perpetual, non-revocable license to use, reproduce, and translate in French and English, the training, technical and reference manuals, materials and documents.

7. DELIVERY

- 7.1 The Contractor must provide detailed information about estimated delivery time for planning purposes.
- 7.2 The Contractor must deliver all equipment to the following address:

Central Medical Equipment Depot (CMED)
Canadian Forces Base Petawawa
105 Montgomery Road
Building BB-104-A
Petawawa, Ontario

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ANNEX B - BASIS OF PAYMENT

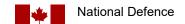
- A. The Contractor will be paid the following firm unit prices upon the delivery/completion of the Requirement described in Annex A, including all costs for supporting educational/promotional material (if applicable).
- B. All prices are in Canadian Dollars, Goods must be consigned to the destination and delivered DAP (Petawawa, Ontario) Incoterms 2010 for shipments from a commercial contractor.
- B. The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes.

1. INITIAL REQUIREMENT (from date of SO Award to 31 March 2024)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$)
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	2	\$[amount to be detailed in the resulting SO]

2. OPTIONAL REQUIREMENTS (from date of SO Award to 31 March 2027)

			Firm Unit Price (CAD\$)			
Item	Description	Quantity of Units	Option 1: Prices from 01 April 2023 to 31 March 2024	Option 2: Prices from 01 April 2024 to 31 March 2025	Prices from 01 April 2025 to	Option 4: Prices from 01 April 2026 to 31 March 2027
1	Swinging Double Door Pharmacy Refrigerators (as per Annex A – SOR)	Up to 40 (to be exercised in part or in full)	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]
2	Sliding Double Door Pharmacy Refrigerators (as per Annex A – SOR)	Up to 40 (to be exercised in part or in full)	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]
3	Single Door Pharmacy Refrigerators (as per Annex A – SOR)	Up to 40 (to be exercised in part or in full)	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

			Firm Unit Price (CAD\$)			
Item	Description	Quantity of Units	Option 1: Prices from 01 April 2023 to 31 March 2024	Option 2: Prices from 01 April 2024 to 31 March 2025	Option 3: Prices from 01 April 2025 to 31 March 2026	Option 4: Prices from 01 April 2026 to 31 March 2027
4	Under the Counter Pharmacy Refrigerators (as per Annex A – SOR)	Up to 40 (to be exercised in part or in full)	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]	\$[amount to be detailed in the resulting SO]

Standing Offer

number

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ANNEX C - STANDING OFFER REPORTING

- A. Instructions for submission of standing offer usage data.
- (i) The Contractor must submit quarterly usage report for call-ups against this Standing Order with the Department of National Defence (DND).
- (ii) Quarterly Usage Report Schedule:
 - first quarter: April 1 to June 30
 - second quarter: July 1 to September 30
 - third quarter: October 1 to December 31
 - fourth quarter: January 1 to March 31

Contractor

(iii) The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

Offer

Start Date of Standing

End Date of Standing Offer

Joanne.Dubeau@forces.gc.ca, and to the Project Authority of the Standing Offer.

DND Department / Delivery address			Start Reporting Period			End Reporting Period		
Call-Up Number						GST/HST	Total of Order (Call-up)	
	otal value for the		iod:					
	ted Call-up total Accumulated Ca							

Page 39 of - de 3	39
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NAME: _____

TELEPHONE NO.:

SIGNATURE: _____ DATE: _____