

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

#### **REQUEST FOR A STANDING OFFER / DEMANDE D'OFFRE À COMMANDES**

National Individual Standing Offers (NISO) Offre à commandes individuelle et nationale (OCIN)

**RETURN OFFERS TO / RETOURNER LES OFFRES À:** 

Marie-Diane Payeur D Svsc C 3-5-4 Marie-Diane.Payeur@forces.gc.ca

#### **Proposal To: National Defence Canada**

We hereby offer to sell to Her Majesty the Queen 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 la Reine 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).

Title / Titre:	Solicitation No / No de l'invitation:
PRESCRIPTION LENSES FOR BALLISTIC EYE WEAR	W6369-24-A002/B
AND C5 MASK RX CARRIER	W0507 24 1002/B
Date of Solicitation / Date de l'invitation:	
3 January 2024	
Address Enquiries to – Adresser toutes questions à:	
Marie-Diane Payeur	
D Svsc C 3-5-4	
Marie-Diane.Payeur@forces.gc.ca	
Telephone No. / Nº de téléphone:	FAX No / No de fax:
Telephone No. / N de telephone:	FAA NO / NO UE TAX.
	FAX NO / NO UE IAX.
	FAX NO / NO UE IAX.
Destination:	
Destination: See herein	FAX NU / NU UE IAX.
Destination:	
Destination:	

#### 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

Solicitation Closes / L'invitation prend fin:	Delivery required / Livraison exigée:	Delivery offered / Livraison proposée:
At / à : 2:00 PM Eastern Standard Time (EST)	Vendor Name and Address / Raison sociale et ad	resse du fournisseur:
On / le : 18 January 2024	Name and title of person authorized to sign on be autorisée à signer au nom du fournisseur (caract	ehalf of vendor (type or print) / Nom et titre de la personne ère d'imprimerie):
	Name / Nom:	Title / Titre:
Canada	Signature:	Date:

#### At / à : 2:00 PM Eastern Standa



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### **REISSUE OF BID SOLICITATION**

A. This request for standing offers (RFSO) cancels and supersedes previous bid solicitation number W6369-24-A002/A dated 19 July 2023 with a closing of 28 August 2023 at 2:00 PM EDT.





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#### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

#### 1.2 Summary

1.2.1 Department of National Defence (DND) has a requirement for a National Individual Standing Offers (NISO) to procure prescription lenses for ballistic eye wear and C5 gas mask Rx Carrier on an "as and when" requested basis for eligible CAF members who need prescription eye wear.

The Contractor must provide Canadian Armed Forces (CAF) members with high-impact, scratch resistant, and fog resistant polycarbonate lenses, to be inserted and fitted into the DND Rx Carrier used for BEW and C5 gas mask. The completed Rx Carriers with fitted lenses are then sent back to the requesting DND site authorities.

Requested Standing Offer period is from Standing Offer award date to three (3) years later, including three (3) additional one (1) year optional periods.





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- 1.2.2 The Request for Standing Offer (RFSO) is to establish NISO for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offer.
- 1.2.3 The requirement is subject to the provisions of the following Trade Agreements:
  - a) Canadian Free Trade Agreement (CFTA);
  - b) World Trade Organization Agreement on Government Procurement (WTO-AGP);
  - c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
  - d) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
  - e) Canada-Chile Free Trade Agreement (CCFTA);
  - f) Canada -Columbia Free Trade Agreement;
  - g) Canada-Honduras Free Trade Agreement;
  - h) Canada-Korea Free Trade Agreement;
  - i) Canada-Panama Free Trade Agreement;
  - j) Canada-Peru Free Trade Agreement (CPFTA);
  - k) Canada-Ukraine Free Trade Agreement (CUFTA); and
  - I) Canada-United Kingdom Trade Continuity Agreement.

#### 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.





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#### **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, with the following modification(s):
  - (i) 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.
  - (ii) Section 05, Submission of offers, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

(iii) Section 07, Delayed offers, is deleted in its entirety and replaced with the following:

07 Delayed offers

- 1. 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.
- (iv) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety; and
- (v) Section 20, Further information, is deleted in its entirety.

#### D. Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the RFSO closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the offer by the deadline, Canada may nonetheless accept the entirety of the offer received after the RFSO closing date and time, provided that the Offeror can demonstrate the following:

(i) The offeror contacted Canada in advance of the RFSO closing date and time to attempt to resolve its technical difficulties; OR



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(ii) The electronic properties of the offer documentation clearly indicate that all components of the offer were prepared in advance of the RFSO closing date and time.

#### E. Completeness of the offer

After the closing date and time of this RFSO, Canada will examine the offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the offer meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the offer will be reviewed and deemed to be complete when the following elements have been submitted by the Offeror:

- 1. That certifications required at RFSO closing date are included.
- 2. That offers are properly signed, that the offeror is properly identified.
- 3. Acceptance of the terms and conditions of the RFSO and resulting contract.
- 4. That all documents created prior to RFSO closing date but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to RFSO closing date but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

#### 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 RFSO, transmission of offers by facsimile to DND will not be accepted.

#### 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 Former Public Servant - Competitive – Offer

A. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public



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funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### 2.4.1 Definitions

- A. For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
  - (i) an individual;
  - (ii) an individual who has incorporated;
  - (iii) a partnership made of former public servants; or
  - (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- B. "Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- C. "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation</u> <u>Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

#### 2.4.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Offeror a FPS in receipt of a pension?

Yes() No()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.
- B. By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites



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as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice:</u> <u>2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### 2.4.3 Work Force Adjustment Directive

A. Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes() No()

- B. If so, the Offeror must provide the following information:
  - (i) name of former public servant;
  - (ii) conditions of the lump sum payment incentive;
  - (iii) date of termination of employment;
  - (iv) amount of lump sum payment;
  - (v) rate of pay on which lump sum payment is based;
  - (vi) period of lump sum payment including start date, end date and number of weeks;
  - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 2.5 Enquiries - Request for Standing Offers

- A. All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.
- 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.

#### 2.6 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



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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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#### 2.7 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</u> <u>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.





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#### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 Offer Preparation Instructions

A. Canada requests that the offer be gathered per section and separated as follows:

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

Section II: Financial Offer: 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.

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

#### 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 Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3 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 RFSO;



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- (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 2.4, Former Public Servant, of the RFSO: the required answer to each question; and, if the answer is yes, the required information;
- (iv) For Part 2, article 2.6, Applicable Laws, of the RFSO: the province or territory if different than specified; and
- (v) Any other information submitted in the offer not already detailed.





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### **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 Work of the RFSO.
- D. Under any resulting standing offer, 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, DDP Delivered Duty Paid, delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

#### 1. PRICING SCHEDULE

#### 1.1 INITIAL PERIOD

### 1.1.1 Item 1: High impact polycarbonate lenses with scratch resistant and fog resistant coating SINGLE VISION (602100)

	Initial period From SO award to three (3) years later				
		ITEM 1			
Hig	h impact polyc	arbonate lenses with scratch resistant and SINGLE VISION (602100)	d fog resistant o	coating	
Period	PeriodEstimatedFirm Unit PriceGST/HSTQuantityper pair of lenses(If applicable)per year(including all costs associated with the insertion of the lenses into the Rx Carrie)(c)				
Initial period <b>:</b> Year 1	Up to 4500	\$	\$	\$	
Initial period: Year 2	Up to 4500	\$	\$	\$	
Initial period: Year 3	. 10004000 5				
			Grand Total (A)	\$	



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### 1.1.2 Item 2: High impact polycarbonate lenses with scratch resistant and fog resistant coating BIFOCALS (602099)

	Initial period From SO award to three (3) years later				
		ITEM 2			
Hig	High impact polycarbonate lenses with scratch resistant and fog resistant coating BIFOCALS (602099)				
Period	Estimated Quantity per year (a)	Firm Unit Price per pair of lenses (including all costs associated with the insertion of the lenses into the Rx Carrie) (b)	GST/HST (If applicable) (c)	Total (a x b ) + c	
Initial period: Year 1	Up to 500	\$			
Initial period: Year 2	Up to 500	\$			
Initial period: Year 3					
			Grand Total (B)		

### 1.2. OPTIONAL PERIOD

### 1.2.1 Item 1: High impact polycarbonate lenses with scratch resistant and fog resistant coating SINGLE VISION (602100)

	<b>Optional periods</b> of one (1) year each			
		ITEM 1		
High	High impact polycarbonate lenses with scratch resistant and fog resistant coating SINGLE VISION (602100)			
Period	PeriodEstimated Quantity per yearFirm Unit Price per pair of lenses 			
Optional Period: year 1	Up to 4500	\$		
Optional Period: year 2	Up to 4500	\$		
Optional Period: year 3	Up to 4500	\$		
			Grand Total (C)	



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### 1.2.2 Item 2: High impact polycarbonate lenses with scratch resistant and fog resistant coating BIFOCALS (602099)

	<b>Optional periods</b> of one (1) year each				
		ITEM 2			
Item 2: H	ligh impact p	olycarbonate lenses with scratch resistant a BIFOCALS (602099)	and fog resistant	coating	
Quantity per yearper pair of lenses (including all costs associated with the insertion of the lenses into the Rx Carrie)(If applicable)				Total (a x b) + c	
Optional Period: year 1	Up to 500	\$		sil.	
Optional Period: year 2	Up to 500	\$			
Optional Period: year 3					
			Grand Total (D)		

Total Evaluated Cost (for offer evaluation purposes) All prices and costs must be submitted in Canadian Dollars		
All prices and costs must be subm	illeu in Canadian Dollars	
GRAND TOTAL (A+B+C+D)	\$	



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### **ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.3.1, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

- A. The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):
  - () Direct Deposit (Domestic and International); and
  - () Wire Transfer (International Only).





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#### 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

A. The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

#	MANDATORY REQUIREMENT	CRITERIA	NOTES (MANDATORY & MUST BE LEGIBLE): 1. Cross-reference to proposal (page, section, para); AND 2. If applicable, calculation of months/years.
MTC1	<ul> <li>The Offeror must demonstrate that they had provided optical supplies and services, on a continuous basis, over the last three (3) years from date of solicitation closing and must show that they have the capability to perform the required work on-site at their own facility.</li> <li>These services must include as a minimum: <ol> <li>Grinding lenses according to prescription provided;</li> <li>Factory applied scratch resistant and fog resistance coating;</li> </ol> </li> </ul>	<ul> <li>At a minimum, the Offeror must provide with their offer:</li> <li>i) A detailed description of the work provided and its proposed approach to meet the requirements outlined in the SOW;</li> <li>ii) An official document showing the date of the offeror's business incorporation (month/year);</li> <li>iii) The name of the organisation and the location where services were provided; and</li> <li>iv) Start and end dates of the services provided, in a format including month and year information, e.g. from</li> </ul>	



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		(month/year) to (month/year)	
	iv) Inserting lenses into Rx Carrier.		
	Camer.	For the purpose of mandatory criteria evaluation, a calendar year	
		is a period of twelve (12) months	
		e.g. from January to December.	
MTC2	The Offeror must demonstrate	At a minimum, the Offeror must	
	that their proposed lenses for	provide with their offer:	
	ballistic inserts are made of		
	high-impact polycarbonate	i) A detailed description or	
	materials with factory applied	product specification sheet for	
	scratch resistant and fog	their proposed high-impact	
	resistant coating.	polycarbonate lenses;	
		ii) Quality assurance certificate or	
		lab test results for their	
		proposed high-impact polycarbonate lenses;	
		polycarbonate lendes,	
		iii) Factory applied scratch	
		resistant and fog resistant	
		coatings with product	
		information/product	
		specification sheet, and a	
		detailed description on how	
MTC3	The Offerer much domonstrate	coating will be applied.	
WITC3	The Offeror must demonstrate the Credentials of its applicable	To demonstrate the Education and Credentials of its Optometrists and	
	resource.	Opticians, the Offeror must provide	
		with their offer for each applicable	
		resource:	
		A. Optician	
		Provide a letter dated not older than	
		the last six (6) months from the	
		solicitation closing date from the	
		Provincial Professional Association	
		for Opticians indicating:	
		i) The name of the member;	
		ii) The member is in good	
		standing; and	
		iii) The certificate number with the	
		expiry date.	
		OR	
		B. Optometrist	
		Provide a letter dated not older than	
		the last six (6) months from the	
		solicitation closing date from the	



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		Provincial Professional	
		College/Association indicating:	
		5	
		i) The name of the member;	
		if the name of the member,	
		") <b>T</b> I	
		ii) The member is in good	
		standing; and	
		iii) The certificate number with the	
		expiry date.	
MTC4	The Offeror must demonstrate,	At a minimum, the Offeror must	
WI1C4			
	over the last three (3) years	provide with their offer:	
	from date of solicitation closing,		
	that they can process more	One (1) report of the historical work	
	than 200 pairs of lenses over a	order numbers to demonstrate the	
	minimum of a 3-month period.	capacity to process more than 200	
	minimum of a 5-month period.		
		pairs of lenses over a minimum of a	
		3-month period. The report must	
		include the name of the	
		organisation where the services	
		were provided, including month and	
		year of the services.	

#### 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 Offer (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 Canadianbased offerors, and offerors with an address outside of Canada are considered foreign-based offerors.



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#### 4.2 Basis of Selection - Mandatory Technical Criteria Only

- 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.





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#### 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.

#### 5.1.2 Additional Certifications Required with the Offer

#### 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.



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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.



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### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 6.1 Offer
- 6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work 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.

#### 6.3.2 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





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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 from Standing Offer award date to three (3) years later..

#### 6.4.2 Extension of Standing Offer

- A. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- B. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.3 Comprehensive Land Claims Agreements (CLCAs)

A. The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### 6.4.4 Delivery Points

A. Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 to Annex A 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 (DND)
Directorate:
Address:
Telephone:
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



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Authority, the Standing Offer Authority 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 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

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

#### A. General enquiries:

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

#### B. **Delivery follow-up**:

Name:	•	_
Telephone No.:		
Facsimile No.: _		
E-mail address:		

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

A. By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 6.7 Identified Users

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

#### 6.8 Call-up Procedures

- A. Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.9, 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.



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- 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.

#### 6.9 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.
  - 1. 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.
  - 2. Any of the following forms could be used which are available through <u>PWGSC Forms</u> <u>Catalogue</u> website:
    - PWGSC-TPSGC 942 Call-up Against a Standing Offer
    - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
    - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
    - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

- 3. 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.

#### 6.10 Limitation of Call-ups

- A. Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).
- B. Individual items value must not exceed \$25,000.00 (Applicable Taxes included).



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#### 6.11 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.

#### 6.12 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;
  - the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services;
  - (iv) the supplemental general conditions <u>4011</u> (2012-07-16), Goods Medium Complexity;
  - (v) the general conditions <u>2010A</u> (2022-12-01), General conditions: Goods (medium complexity);
  - (vi) Annex A, Statement of Work;
  - (vii) B, Basis of Payment;
  - (viii) the Offeror's offer dated \_\_\_\_\_\_ (insert date of offer), (if 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).

#### 6.13 Certifications and Additional Information

#### 6.13.1 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.

#### 6.14 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 as specified by the offeror in its offer, if applicable].



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#### B. RESULTING CONTRACT CLAUSES

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

#### 6.1 Statement of Work

A. The Contractor must provide the items detailed in the call-up against the Standing Offer and in accordance with the Annex A Statement of Work.

#### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

- A. <u>2010A</u> (2022-12-01), General conditions: Goods (medium complexity);
  - (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.

#### 6.2.2 Supplemental General Conditions

A. <u>4011</u> (2012-07-16) Goods - Medium Complexity, apply to and form part of the Contract.

#### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

A. The period of the Contract is in accordance with the call-up against the Standing Offer.

#### 6.3.2 Delivery Date

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

#### 6.4 **Proactive Disclosure of Contracts with Former Public Servants**

- A. By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.
- 6.5 Payment
- 6.5.1 Basis of Payment



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- 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.
- B. 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.

#### 6.5.2 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
  - a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. all such documents have been verified by Canada;
  - c. the Work delivered has been accepted by Canada.

#### 6.5.3 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.

#### 6.5.4 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) Direct Deposit (Domestic and International); and
- (ii) Wire Transfer (International Only).

#### 6.6 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:



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- (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 Technical 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.

#### 6.7 Insurance - No Specific Requirement

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.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

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

#### 6.8 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.

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

#### 6.8 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.

#### 6.9 Defence Contract

- A. The Contract is a defence contract within the meaning of the <u>Defence Production</u> <u>Act</u>, R.S.C. 1985, c. 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



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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 <u>Defence Production Act</u>.

#### 6.10 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.

#### 6.11 Shipping Instructions - Delivery at Destination

A. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP), at locations detailed in Appendix 1 of Annex A, Incoterms 2010 for shipments from a commercial contractor.

#### 6.12 Transportation Costs

A. The Contractor must ship the Work prepaid including all delivery charges to locations detailed in Appendix 1 of Annex A. 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 Inspection and Acceptance

A. The Project Authority identified in the call-up 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.

#### 6.14 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 "<u>Dispute Resolution</u>".



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#### **ANNEX A - STATEMENT OF WORK**

#### PRESCRIPTION LENSES FOR BALLISTIC EYE WEAR and C5 MASK RX CARRIER

#### 1. BACKGROUND

Ballistic Eye Wear (BEW) and C5 gas masks are issued to Canadian Armed Forces (CAF) members due to operational and/or training requirements. Eligible CAF members who need prescription eye wear are entitled to receive optical frames and lenses including prescription (Rx) Carrier fitted with prescription lenses that are suitable for BEW and C5 chemical, biological, radiological, and nuclear (CBRN) Low Burden Mask (gas mask).

#### 2. OBJECTIVE

2.1 Department of National Defense (DND) has a requirement to procure prescription lenses for BEW and C5 gas mask Rx Carrier on an "as and when" requested basis for eligible CAF members who need prescription eye wear.

#### 3. SCOPE

- 3.1 The Contractor must provide CAF members with high-impact, scratch resistant, and fog resistant polycarbonate lenses, to be inserted and fitted into the DND Rx Carrier used for BEW and C5 gas mask. The completed Rx Carriers with fitted lenses are then sent back to the requesting DND site authorities.
- 3.2 The following conditions will not be included in the scope of this requirement. For members (who fall within the criteria below, DND Site Authority (SA) will arrange the services through Federal Health Claims Processing Service (FHCPS) coordinator and Vision Services Manager:
  - 3.3.1 Progressive or reading lenses.
  - 3.3.2 Prescriptions that fall outside +11 through -11.
  - 3.3.3 PRISM correction lenses.

#### 4. TERMINOLOGY

- 4.1 <u>Ballistic Eye Wear (BEW):</u> Eye wear supplied by DND to all eligible CAF members into which the Rx Carrier with the prescription lenses will be placed. BEW will provide protection on a 24 hour, all-weather continuum to the extent of practical application and will be worn by all Canadian Army personnel and by designated personnel of other elements of the CAF, as required.
- 4.2 <u>C5 CBRN Low Burden Mask:</u> C5 CBRN Low Burden Mask is part of the C5 General Service CBRN Respirator that is supplied by DND to CAF members into which the Rx Carrier with the prescription lenses will be placed.
- 4.3 <u>Rx Carrier:</u> Special frame with prescription lenses placed behind the shield of DND issued Ballistic Eye Wear or C5 gas mask. Rx Carrier comes in one universal size with an accessory in different sizes (i.e. nose piece, adaptor). Rx Carrier will be provided by DND.



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- 4.4 <u>Prescription lenses/lenses</u>: Lenses made of high-impact polycarbonate material with distance correction or bifocals prescription (except progressive lenses) with a segment 28. These lenses are scratch resistant and fog resistant.
- 4.5 <u>DND Site Authorities (SA)</u>: The DND Site Authority is the Commanding Officer's representative delegate who is in-charge of vision care for associated Canadian Forces Health Services Center (CF H Svcs C) at the base, garrison, or wing. The DND site authority is responsible for investigating, documenting, and attending to minor issues encountered before referring these issues to the DND Technical Authority (TA). The CF H Svcs C location is listed at Appendix 1 to Annex A.
- 4.6 <u>Federal Health Claims Processing Service (FHCPS) Coordinator</u>: Contact information of the FHCPS Coordinator will be provided after standing offer (SO) is awarded.

### 5 APPLICABLE DOCUMENTS

- 5.1 <u>ANSI Z80.1</u> Ophthalmics Prescription Ophthalmic Lenses
- 5.2 ANSI Z87.1 Eye Safety & Eye Protection Glasses
- 5.3 CAN/CSA-Z94.3 Industrial Eye and Face Protectors
- 5.4 ISO 9022-13 Optics and Optical Instruments
- 5.5 Prescription (Rx) Carrier Product Information can be found at appendix 2 of Annex A.

#### 6 TASK AND DELIVERABLES

- 6.1.1 The Contractor must provide the following tasks and deliverables:
  - 6.1.1. Manage all the work under the standing offer through a single Point of Contact (POC);
  - 6.1.2. Receive, track and report all quantities of Rx Carrier frames supplied by DND, and must request more Rx Carriers when 80% have been used;
  - 6.1.3. Confirm receipt of the call-up submitted by FHCPS coordinators from the Canadian Forces Health Services (CFHS) electronically.
  - 6.1.4. Provide high-impact polycarbonate prescription lenses for BEW and C5 Mask Rx Carrier with the following specifications:
    - 6.1.4.1 The polycarbonate prescription lenses (with factory applied scratch resistant and fog resistant coating) must be in accordance with CSA standards for impact resistance test to meet the definition of high-impact;
    - 6.1.4.2 Must be high-impact, scratch resistant and fog resistant polycarbonate prescription lenses based on the Rx Carrier and prescription information provided in each call up. The prescription will be limited to "single distance vision" or "flat top bifocal vision":
      - a) All bifocals lenses ordered must be flat top 28.



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- b) The prescription will be limited to "single distance vision" or "flat top bifocal vision". The Rx Carrier must accommodate a single vision prescription that is +11 through -11.
- 6.1.4.3 Factory applied scratch resistant and factory applied fog resistant coating must be applied to both sides of the high impact polycarbonate lens. No plastic CR39 are to be used;
- 6.1.5 Install lenses into the Rx carrier provided by DND, but no alterations are allowed to be made to the insert itself. The Rx user instructions will be provided once standing offer has been awarded;
  - 6.1.5.1 The Contractor must cut, edged and/or perform other modifications as required in order to install lenses into the Rx carrier.
- 6.1.6 Provide a minimum of two (2) years warranty for the lenses and its coatings to cover manufacturer defects. Defective or damaged lenses must be replaced free of charge.

### 7 DELIVERY:

- 7.1 Delivery Locations are listed at Appendix 1 to Annex A.
- 7.2 The Contractor must ship the lens fitted Rx Carriers and the call up information together with invoice and packing slip to the requesting DND Site Authority across the country. Shipping date must be provided to FHCPS Coordinator for tracking and payment purposes.
- 7.3 Rx Carriers with fitted high-impact, scratch resistant and fog resistant prescription polycarbonate lenses must be delivered within 14 working days (excluding weekends and statutory holidays) of the confirmed receipt date (see 7.2). If the delivery cannot be met due to exceptional circumstances (i.e. back order of the lens, surge in demand, production delays etc.), the Contractor must:
  - 7.3.1 Inform the FHCPS coordinator and DND SA about every delay and confirm the expected date of delivery within 48 hours; and
  - 7.3.2 In the case of "Surge in Demand", negotiate the delivery time with the TA, and DND SA.
- 7.4 During urgent operational circumstances, Rx Carriers with fitted high-impact, scratch resistant and fog resistant prescription polycarbonate lenses must be delivered within seven (7) working days of receiving the call-up.

#### 8 LOST SHIPMENT

8.1 The package is considered lost if the DND SA has not received the goods within 60 calendar days after it has been shipped. The Contractor must provide a replacement order free of charge.

#### 9 RX CARRIER BREAKAGE.

9.1 The Rx Carrier should not break during the insertion of the lenses although some breakage may occur. In this case, the Contractor must transfer the lenses into a new Rx Carrier at no additional cost to DND. The Contractor must take multiple pictures (minimum one for overall frame, one for specific areas that broken), then send the information back to FHCPS Coordinator for DND tracking and quality control purposes.



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### 10 REPORTING REQUIREMENT

- 10.1 The Contractor must provide monthly reports as detailed below. All reports are due on the fifth working day of each month (for the month prior). Reports must be provided in PDF via email.
  - 10.1.1 Provide the FHCPS Coordinator with an electronic monthly report on all orders processed from the first to the last day of each month at each location. This report must set out all processed orders by requesting unit. In the event that no services were provided, the Contractor must submit a "NIL" report;
  - 10.1.2 Provide the FHCPS Coordinator billing summary from the first to the last day of each month at each locations. An example included in (Appendix 3 to Annex A) has been provided to give the Contractor an idea the type of the information, PA, TA and FHCPS coordinator are required; and
  - 10.1.3 The Contractor must provide mock reports for TA's approval, 15 working days after SO award. Any further changes to the approved reports must be communicated and approved by the TA.
- 10.2 The Contractor must report any discrepancies with regards to production/delivery of an order to the requesting DND SA and FHCPS Coordinator. Any issues not specifically relating to an order, where impact may be of a more serious nature, are to be reported directly to the PA and copied to the TA within 14 calendar days.

#### 11. REGISTRATION / CERTIFICATION

- 11.1. The Contractor must provide via email a proof of registration as a provider with Federal Health Claims Processing Service (FHCPS) within one (1) month of SO award to the TA; and
- 11.2. The Contractor must submit <u>annually via email</u> to the Contracting Authority and TA, and upon license renewal thereafter, a copy of license and letter of good standing of the assigned optician/optometrist from the respective regulatory body. This license is not required in British Columbia.

#### 12. CONSTRAINTS

- 12.1. When DND SA receives the requested order, the SA will send the Ballistic Lenses form and send it to the FHCPS Coordinator through the positional inbox. The FHCPS will place the order through a call up and provide prescription information to the Contractor through purchase order (the Purchase order will not contain Protected B personal health information). Then, the completed order will be sent back to the DND SA. The Contractor will be paid after the completed order is received.
- 12.2. In order for the payment to occur, the Contractor must register with FHCPS. The process of registration and contact information will be provided by the TA at SO award.

#### 13. LANGUAGE REQUIREMENTS

- 13.1 Written and verbal communications must be in French for locations within the province of Quebec; and
- 13.2 Verbal and written forms of communication in English can be used for all other locations except Quebec.



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# 14. LOCATION OF WORK

14.1 All work must be completed at the Contractor's site.

# 15. RETENTION AND DISPOSITION

- 15.1. All records related to this SO (paper-based and electronic) must be retained during the period of this SO. Canada reserves the right to modify this retention period requirement.
- 15.2. When retention periods have expired, the Contractor must contact the TA to seek instructions for disposing any type of information recorded during the period of the SO.





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### APPENDIX 1 TO ANNEX A

### DELIVERY ADDRESSES

1. Delivery Locations are listed at link below, but is not limited to:

# 1.1 <u>ALBERTA</u>

#### a. Calgary Medical Centre

1 Field Ambulance Detachment Calgary General Sir Arthur Currie Building 4225 Crowchild Trail SW Calgary, Alberta T3E 1T8

# b. Cold Lake Medical Centre

22 Canadian Forces Health Services Centre Cold Lake Building 881 Kingsway Road Canadian Forces Base/4 Wing Cold Lake PO Box 6550 Station Forces Cold Lake, Alberta T9M 2C6

### c. Edmonton Medical Centre

1 Field Ambulance Edmonton Clinic Building 417, Vimy Avenue PO Box 10500 Station Forces Edmonton, Alberta T5J 4J5

# d. Suffield Medical Centre

1 Field Ambulance Detachment Suffield Canadian Forces Base Suffield PO Box 3000 Stn Main Medicine Hat, Alberta T1A 8S8

#### e. Wainwright Medical Centre

12 Canadian Forces Health Services Centre Building 417V Denwood, Alberta T0B 1B0

# 1.2 BRITISH COLUMBIA

### a. Comox Medical Centre

21 Canadian Forces Health Services Centre Comox Building 309, Heritage Boulevard PO Box 1000, Station Main Lazo, British Columbia V0R 2K0

# b. Esquimalt Medical Centre

Canadian Forces Health Services Centre (Pacific) 1200 Colville Road PO Box 17000 Station Forces Victoria, British Columbia V9A 7N2



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c. Vancouver Medical Centre Canadian Forces Health Services Centre (Pacific) Detachment Vancouver 1755 1st Avenue West Vancouver, British Columbia V6J 0G7

# 1.3 MANITOBA

#### a. Shilo Medical Centre

K1A 0K2

11 Canadian Forces Health Services Centre Shilo Canadian Forces Base Shilo Building L-158 Engineer Road PO Box 5000, Station Main Shilo, Manitoba R0K 2A0

### b. Winnipeg Medical Centre

23 Canadian Forces Health Services Centre Winnipeg Building 62, 715 Wihuri Road PO Box 17000, Station Forces Winnipeg, Manitoba R3J 3Y5

#### 1,4 NEW BRUNSWICK

#### a. Gagetown Medical Centre

42 Canadian Forces Health Services Centre Canadian Forces Base/Area Support Unit Gagetown Building A-47, Champlain Avenue PO Box 17000, Station Forces Oromocto, New Brunswick E2V 4J5

#### 1.5 NEWFOUNDLAND AND LABRADOR

#### a. Gander Medical Centre

27 Canadian Forces Health Services Centre Detachment Gander 9 Wing Gander Building 129 Washington Avenue PO Box 6000 Station Main Gander, Newfoundland A1V 1X1

### b. Goose Bay Medical Centre

27 Canadian Forces Health Services Centre Goose Bay 5 Wing Goose Bay PO Box 7002 Station A Happy Valley-Goose Bay, Newfoundland A0P 1S0

c. St. John's Medical Centre 26 Canadian Forces Health Services Detachment St-John's 309 Langley Street Pleasantville St. John's, Newfoundland A1C 6B5

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### 1.6 NOVA SCOTIA

# a. Greenwood Medical Centre

26 CF Health Services Centre Canadian Forces Base Greenwood Building 266, Administration Drive PO Box 5000 Station Main Greenwood, Nova Scotia B0P 1N0

### 1.7 HALIFAX

#### a. Medical Centre

Canadian Forces Health Services Centre (Atlantic) Canadian Forces Base Halifax Building S-80, 2685 Sextant Lane PO Box 99000 Station Forces Halifax, Nova Scotia B3K 5X5

#### 1.8 ONTARIO

#### a. Borden Medical Centre

31 Canadian Forces Health Services Centre Borden Building P-210, 641 Cambrai Road PO Box 1000, Station Main Borden, Ontario L0M 1C0

#### b. Kingston Medical Centre

33 Canadian Forces Health Services Centre Canadian Forces Base Kingston Building ME-40, 26 Somme Avenue PO Box 17000, Station Forces Kingston, Ontario K7K 7B4

#### c. London Medical Centre

32 Canadian Forces Health Services Centre Detachment London Wolseley Barracks 701 Oxford Street East London, Ontario N5Y 4T7

# d. Meaford Medical Centre

31 Canadian Forces Health Services Centre Detachment Meaford R. R. #1 Meaford, Ontario N4L 0A1

#### e. North Bay Medical Centre 24 CF Health Services Centre Detachment North Bay Canadian Forces Base North Bay 95 Manston Crescent Hornell Heights, Ontario P0H 1P0

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- f. Ottawa Medical Centre Canadian Forces Health Services Centre Ottawa 713 Montreal Road Ottawa, Ontario K1A 0K6
- g. Petawawa Medical Centre 2 Field Ambulance Canadian Forces Base Petawawa Building N-109 PO Box 9999 Station Main

Petawawa, Ontario K8H 2X3

h. Thunder Bay Medical Centre
 23 Canadian Forces Health Services Centre Detachment Thunder Bay
 125 North Algoma Street
 Thunder Bay, Ontario P7A 4Z5

# i. Toronto Medical Centre

32 Canadian Forces Health Services Centre 1 Yukon Lane Toronto, Ontario M3K 0A1

# j. Trenton Medical Centre

24 Canadian Forces Health Services Centre 8 Wing Trenton 50 Yukon Street P.O. Box 1000 Station Forces Astra, Ontario K0K 3W0

# 1.9 QUEBEC

# a. Bagotville Medical Centre

25 CF Health Services Centre Canadian Forces Base Bagotville Building 66 PO Box 5000, Station Bureau-chef Alouette, Quebec G0V 1A0

### b. Longue-Pointe Medical Centre 41 Health Services Centre Detachment Longue-Pointe

Building 193, 6560 Hochelaga Street East Montreal, Quebec H1N 1X9

#### c. St-Jean Medical Centre 41 Canadian Forces Health Services Centre Building 150 PO Box 100, Station Bureau-chef Richelain, Quebec J0J 1R0

#### d. Valcartier Medical Centre Canadian Forces Base Valcartier Building 109



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PO Box 1000 Station Forces Courcelette, Quebec G0A 4Z0

# 1.10 SASKATCHEWAN

### a. Dundurn Medical Centre

Canadian Forces Base Winnipeg Detachment Dundurn Building 266 GD Station Main Dundurn, Saskatchewan S0K 1K0

# Moose Jaw Medical Centre 23 Canadian Forces Health Services Centre Detachment Moose Jaw Building 143, Nato Drive

PO Box 5000 Station Main Moose Jaw, Saskatchewan S6H 7Z8



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# APPENDIX 2 TO ANNEX A

# PRESCRIPTION (Rx) CARRIER PRODUCT INFORMATION

#### DESCRIPTION:

Special frame with protective prescription lenses placed behind the shield of DND issued Ballistic Eye Wear (BEW) or C5 gas mask. The Rx carrier comes in one universal size with 6 (Six) assorted angle mounting brackets (as shown in **Figure 1**), which is used to install the insert into a C5 gas mask and adjust the position of the insert to fit the user's face.



Figure 1: Rx Carrier with 6 (Six) assorted angle included mounting brackets (for C5 gas masks) to be fitted with High-Impact Polycarbonate Rx lenses.



Figure 2: Assembled Rx insert with a mounting bracket for C5 gas mask.



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Figure 3: Close-up of the BEW insert to be used to fit the Rx lenses (Vertical View).

# LENS PROPERTIES:

POWER	-11 to +11	
	41.8 +/- 0.2mm	
LENS SIZE	32.3 +/- 0.2mm	
	Circumference 124.2 +/- 0.2mm	
BEVEL SHAPE	44/40 Standard Bevel	
PLACEMENT	Front Mount	





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#### APPENDIX 3 TO ANNEX A

#### **MONTHLY REPORT**

The Contractor must provide an equivalent monthly report to the Technical Authority that contains at a minimum the following information:

### Contractor's company name and address

Company ABC, Address, Post Code

### Client (DND) info:

AC-Cold Lake

Delivery address: 22 Cf Health Services C. Cold Lake PO Box 6550 Stn Forces Cold Lake AB T9M 2C6

Date	Invoice #	Order Reference #	Amount	Payment	Other
			\$		

Payment record

current	30 days	60 days	90 days	Total due
\$	\$	\$	\$	\$

Contractor representative information for any billing inquiry

Name: Email: XXX @xxx-xxx-xxxx





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# ANNEX B - BASIS OF PAYMENT

- A. The Contractor will be paid the following firm unit prices upon the delivery/completion of the work described in Annex A. Prices include a pair of lenses and all costs associated with the insertion of the lenses into the Rx Carrier (and/or alternative frame) supplied by the DND.
- B. All prices are in Canadian Dollars, DDP (Delivered Duty Paid) (as per call-up document) Incoterms 2010, including delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

### 1. Initial Period

# 1.1 Initial Period - Item 1

<b>Initial period</b> From SO award to three (3) years later.					
	ITEM 1				
High impact polycarbonate lenses with scratch resistant and fog resistant coating SINGLE VISION (602100)					
Period	Firm Unit Price per pair of lenses (including all costs associated with the insertion of the lenses into the Rx Carrier)	GST/HST (If applicable)	Total		
Initial period: Year 1	\$				
Initial period: Year 2	\$				
Initial period: Year 3	\$				

# 1.2 Initial Period - Item 2

<b>Initial period</b> From SO award to three (3) years later.					
ITEM 2					
High impact polycarbonate lenses with scratch resistant and fog resistant coating BIFOCALS (602099)					
Period	GST/HST	Total			
	per pair of lenses	(If applicable)			
	(including all costs associated with the insertion of the lenses into the Rx Carrier)				
Initial period: Year 1	\$				
Initial period: Year 2	\$				
Initial period: Year 3	\$				

# \*

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# 2. Optional Period

# 2.1 Optional Period - Item 1

<b>Optional periods</b> of one (1) year each					
	ITEM 1				
High impact polycarbonate lenses with scratch resistant and fog resistant coating SINGLE VISION (602100)					
Period	Firm Unit Price per pair of lenses (including all costs associated with the insertion of the lenses into the Rx Carrier)	GST/HST (If applicable)	Total		
Optional Period: year 1	\$				
Optional Period: year 2	\$				
Optional Period: year 3	\$				

# 2.2 Optional Period - Item 2

Optional periods of one (1) year each						
	ITEM 2					
High impact polycarbonate lenses with scratch resistant and fog resistant coating BIFOCALS (602099)						
Period	Firm Unit Price per pair of lenses (including all costs associated with the insertion of the lenses into the Rx Carrier)	GST/HST (If applicable)	Total			
Optional Period: year 1	\$					
Optional Period: year 2	\$					
Optional Period: year 3	\$					



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### ANNEX "C"

# STANDING OFFER REPORTING

- Α. Instructions for submission of standing offer usage data.
- The Contractor must submit quarterly usage report for call-ups against this Standing Order with (i) 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
- (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:

To be updated in resulting Standing Offer, and to the Technical Authority of the Standing Offer.

Standing Offer number	Supplier	Start Date of Standing Offer	End Date of Standing Offer
Delivery address		Start Reporting Period	End Reporting Period

Call-Up	Date of Call	Product Description	Quantity	Subtotal	GST/HST	Total	
Number	Up		_	of Order	(if applicable)	of Order	
	(DD/MM/YY)			(Call-up)		(Call-up)	
		High impact polycarbonate					
		lenses with scratch resistant					
		and fog resistant coating					
		SINGLE VISION (602100)					
		High impact polycarbonate					
		lenses with scratch resistant					
		and fog resistant coating					
		BIFOCALS (602099)					
A) Call-ups	A) Call-ups total value for the report period:						
B) Accumulated Call-up total to date:							
(A+B) Tota	(A+B) Total Accumulated Call-ups						

# PREPARED BY:

NAME:

TELEPHONE NO .:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_