

RETURN BIDS TO:
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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau**

**Québec
K1A 0S5
Bid Fax: (819) 997-9776**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en
régime accéléré

11 Laurier St. / 11 rue Laurier
6B3, Place du Portage
Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet COMMERCIAL FITNESS EQUIPMENT	
Solicitation No. - N° de l'invitation W0002-166563/A	Date 2016-11-14
Client Reference No. - N° de référence du client W0002-166563	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PD-041-71881
File No. - N° de dossier pd041.W0002-166563	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-12-28	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lamothe, (pd041) Nathalie	Buyer Id - Id de l'acheteur pd038
Telephone No. - N° de téléphone (873)420-9939 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 BACKGROUND.....	3
1.2 REQUIREMENT	3
1.3 OFFICIAL LANGUAGE ACT	4
1.4 TRADE AGREEMENTS	4
1.5 DEBRIEFINGS	4
1.6 KEY TERMS	4
 PART 2 - OFFEROR INSTRUCTIONS	 5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.4 APPLICABLE LAWS.....	5
 PART 3 - OFFER PREPARATION INSTRUCTIONS.....	 6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	 8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
 PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	 9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
 PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	 11
A. STANDING OFFER	11
6A.1 OFFER.....	11
6A.2 STANDARD CLAUSES AND CONDITIONS.....	11
6A.3 TERM OF STANDING OFFER	12
6A.4 AUTHORITIES	12
6A.5 IDENTIFIED USERS.....	13
6A.6 CALL-UP PROCEDURES	13
6A.7 CALL-UP INSTRUMENT	13
6A.8 LIMITATION OF CALL-UPS	14
6A.9 PRIORITY OF DOCUMENTS	14
6A.10 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6A.11 APPLICABLE LAWS.....	15
 B. RESULTING CONTRACT CLAUSES	 15
6B.1 REQUIREMENT	15
6B.2 STANDARD CLAUSES AND CONDITIONS	15

6B.3	TERM OF CONTRACT	15
6B.4	PAYMENT	16
6B.5	INVOICING INSTRUCTIONS	16
	INVOICING INSTRUCTIONS - MAINTENANCE SERVICES	16
6B.6	INSURANCE OR INSURANCE REQUIREMENTS.....	16
6B.7	SACC <i>MANUAL</i> CLAUSES	16
6B.8	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR	16
ANNEX A	– MANDATORY TECHNICAL REQUIREMENTS.....	17
1.	SELECTORIZED STRENGTH EQUIPMENT GROUP	17
1.1.	GENERAL REQUIREMENTS (MANDATORY).....	17
ANNEX A	– MANDATORY TECHNICAL REQUIREMENTS.....	18
	SELECTORIZED STRENGTH EQUIPMENT GROUP	18
ANNEX B	– MANDATORY TECHNICAL REQUIREMENTS.....	19
2.	MISCELLANEOUS EQUIPMENT GROUP	19
2.1.	GENERAL REQUIREMENTS (MANDATORY).....	19
ANNEX B	– MANDATORY TECHNICAL REQUIREMENTS.....	20
	MISCELLANEOUS EQUIPMENT GROUP	20
ANNEX C	– MANDATORY TECHNICAL REQUIREMENTS.....	21
3.	CARDIO EQUIPMENT GROUP	21
3.1.	GENERAL REQUIREMENTS (MANDATORY).....	21
ANNEX C	– MANDATORY TECHNICAL REQUIREMENTS.....	22
	CARDIO EQUIPMENT GROUP	22
ANNEX D	- PRICING TABLE (ELECTRONIC ATTACHMENT).....	23
ANNEX E	- FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION...	24
ANNEX F	- ELECTRONIC STANDING OFFER USAGE REPORT - INSTRUCTIONS FOR COMPLETING THE ELECTRONIC STANDING OFFER USAGE REPORT	25

PART 1 - GENERAL INFORMATION

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

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

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1.1 Background

In order to achieve high levels of operational effectiveness and readiness, Canadian Forces (CF) members are required to be physically fit and to be able to perform general military, common defence and security duties, as well as meet the demands of their military occupation. CFSU (O) Fitness, Sports and Recreation (FS&R) Section must therefore provide commercial fitness training equipment for CF personnel in CFSU (O) operated facilities.

1.2 Requirement

Canada has a requirement to establish National or Regional Master Standing Offer(s) for the supply installation and testing of Commercial Fitness Equipment, in accordance with the specifications at Annex A, for use by the Department of National Defense on an "as and when requested" basis for a period from the date of issuance until March 31, 2017 with the option to extend for an additional two, one (1) year period under the same terms and conditions.

This Standing Offer includes an initial order. Within 14 calendar days of Standing Offer issuance, the successful offeror will deliver, unpack, and set-up the equipment included in the initial order to the specified

location. The offeror will ensure the equipment is working in accordance with the manufacturer's specifications, will retrieve the packaging material and dispose of it at their premises.

1.3 Official Language Act

The *Official Languages Act* specifies that PWGSC has an obligation to provide services to other government departments and agencies in the language of work of the region. The National Capital Region (NCR), is prescribed under the Act and is therefore designated as a bilingual region for language of work purposes. In regions prescribed as bilingual, any resulting Offeror is required to serve those prescribed regions in both official languages, such as the provision of bilingual Offeror price lists.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.5 Debriefings

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

1.6 Key Terms

PWGSC	- Public Works & Government Services Canada
RFSO	- Request for Standing Offer
RMSO	- Regional Master Standing Offer
NMSO	- National Master Standing Offer
NCR	- National Capital Region
EFOT	- Electronic Financial Offer Template (basket of goods)

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2016-04-04 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

G1005C	2016-01-28	Insurance
B1000T	2014-06-26	Condition of Material - Bid

2.2 Submission of Offers

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any 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

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Condition material requirement is for new material and must conform to the latest version of the drawing, specification and part number that is in effect on the bid solicitation closing date.
Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy) and 1 soft copies on CD/DVD

Section III: Certifications (2 hard copies)

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

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

- Offerors must include specification sheets for each item offered
- Offeror must provide evidence that they are either the manufacturer of or an authorized dealer for each item offered
- Offeror must provide a copy of their warranty claims procedures

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Firm fixed unit price at Annex D, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Solicitation No. - N° de l'invitation
W0002-166563/001/PD
Client Ref. No. - N° de réf. du client
W0002-166563

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041.W0002-166563

Buyer ID - Id de l'acheteur
PD041
CCC No./N° CCC - FMS No./N° VME

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the section below to identify which ones are accepted.

- ☐ () The Offeror does not accept to be paid by Electronic Payment Instruments; or
- ☐ () The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):
 - ☐ () VISA Acquisition Card;
 - ☐ () MasterCard Acquisition Card;
 - ☐ () Direct Deposit (Domestic and International);
 - ☐ () Electronic Data Interchange (EDI);
 - ☐ () Wire Transfer (International Only);
 - ☐ () Large Value Transfer System (LVTS) (Over \$25M) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013-11-06, Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must meet the mandatory technical requirements at Annex A, B and C – Mandatory Technical Requirements

Bidders must provide the documentation required at Annex A,B and C - Mandatory Technical Requirements

Bidders must complete all blanks and fill-ins in the RFSO document

4.1.2 Financial Evaluation

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

Prices will be evaluated on an item by item basis as follows:

The lowest price (L) for an item will be granted a score of 100%. Every other price (P) will be granted a score based on the premium in accordance with the following formula: $\text{Score} = (1 - ((P/L) - 1)) * 100$

Example:

A price of \$230 for an item whose lowest offered price 200\$ represents a premium of 15%

$$(1 - ((2.3/2) - 1)) * 100 = 85 \text{ points}$$

Scores for each equipment grouping will be averaged and rounded to 2 decimals to determine an aggregate score per grouping.

4.2 Basis of Selection

In the event an Offeror has provided a technically responsive Offer in all three groupings the following measures will apply:

- The best score for each grouping will be aggregated to determine the Best Possible Score;
- The Offeror's scores for each grouping will be aggregated to determine the Offer Overall Score;
- If the highest Offer Overall Score is no less than 5 points below the Best Possible Score, the Offeror with the highest Offer Overall Score will be recommended for issuance;

In all other circumstances the following measures will apply:

- For each grouping, the technically responsive Offeror's with the highest score will be recommended for issuance.

NOTE: The Option year pricing will not be considered as part of the evaluation but if the option year is exercised, prices will be reviewed in accordance with the CPI.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website:
http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969.

Solicitation No. - N° de l'invitation
W0002-166563/001/PD
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pd041.W0002-166563

Buyer ID - Id de l'acheteur
PD041
CCC No./N° CCC - FMS No./N° VME

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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6A.1 Offer

6A.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A, B, C.

6A.1.1.1 There is no security requirement associated with this agreement.

6A.2 Standard Clauses and Conditions

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

6A.2.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6A.2.2 Standing Offers Reporting

6A.2.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on the provision of goods and services for both Federal Identified Users and Provincial/Territorial Identified Users for all contracts resulting from the Standing Offer. This data must include all purchases by Authorized Users, including those paid for by an Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex F. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted by email on a quarterly basis to the Standing Offer Authority at RapportsOACPD.SOARReportingPD@gc.ca. The data must be submitted no later than 15 calendar days after the end of the reporting period.

Reporting will be subject to validation. In the event reporting submitted fails to comply with the requirements at Annex F of the Standing Offer, the Standing Offer Authority or delegated individual will notify the Offeror of its non-compliance and may, at its sole discretion, set aside the Standing Offer without further notification.

6A.2.2.2 Ad Hoc Usage Reports - Standing Offer

From time to time the Standing Offer Authority may request additional Ad Hoc Reports based on ranges of criteria already identified in the Periodic Reporting requirement at Annex "F". When requested to do so,

Offerors will provide the Ad Hoc Report in accordance with the requested criteria within a reasonable timeframe.

6A.3 Term of Standing Offer

6A.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance until March 31, 2017.

6A.3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period 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.

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.

6A.3.2.1 Pricing Adjustments

Upon notification of extension Offerors will be authorized to modify their pricing. Pricing may be adjusted downward, upward or left the same. Offerors must submit proposed price changes to the Standing Offer Authority for consideration. Prices must not be increased by more than the rate established in the Consumer Price Index (CPI). The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate of inflation.

For the purpose of this Standing Offer, CPI shall be the most current period's Percentage change over one year, Core CPI, as posted at the Bank of Canada web site, will be used.

http://www.bankofcanada.ca/rates/price-indexes/cpi/?page_moved=1

6A.3.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the ACA 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.

6A.3.4 Delivery Area

Standing Offer delivery area will be the Eastern Ontario and the National Capital Area further defined as all localities within the province of Ontario with postal codes beginning with the letters K and localities within Quebec beginning with the following three characters: J9A, J9B, J9E, J9H, J9J, J8L, J8M, J8N, J8P, J8R, J8T, J8V, J8X, J8Y, J8Z, J0W, J0X.

6A.3.5 Delivery points

Delivery points will be as stipulated in the call-up against the standing offer

6A.4 Authorities

Solicitation No. - N° de l'invitation
W0002-166563/001/PD
Client Ref. No. - N° de réf. du client
W0002-166563

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041.W0002-166563

Buyer ID - Id de l'acheteur
PD041
CCC No./N° CCC - FMS No./N° VME

6A.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nathalie Lamothe
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate - PD Division
Address: Place du Portage, Phase III, 6A2-25
11 Laurier Street
Gatineau, Québec K1A 0S5
Tel. #: (819) 420-9939
E-mail: Nathalie.Lamothe@tpsgc-pwgsc.gc.ca

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.

6A.4.2 Project Authority

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

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

6A.4.3 Offeror's Representative (Please complete)

Name: _____
Title: _____
Tel. #: _____
Facsimile: _____
E-mail: _____

6A.5 Identified Users

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

The standing Offer authority reserves the right to add additional Identified Users from any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 at any time during the period of the Standing Offer.

6A.6 Call-up Procedures

Federal Identified users should make call-ups against the standing offer using the forms and documents required below.

6A.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form:

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 only)
PWGSC-TPSGC 945 Call-up Against Multiple Standing Offers (French version only)

Or

An equivalent form or electronic call-up document which at a minimum:
Identifies the Standing Offer number;
Signifies acceptance of the terms and conditions of the Standing Offer;
Includes a description and a unit price for each item on the call up;
Identifies the total value of the call up;
Identifies a point of delivery;
Acknowledges that funds are available under Section 32 of the *Financial Administration Act*;
Acknowledges the User's authority to enter into a contract.

6A.8 Limitation of Call-ups

Federal Identified User

Unless otherwise specified, individual call-ups against the Standing Offer must be between \$ 50.00 (minimum order) to \$25,000.00 (including applicable taxes).
PWGSC may execute Call-ups against the Standing Offer for call-ups from \$25,000.00 to \$400,000.00 on behalf of Federal Identified Users
Individual call-ups against the Standing Offer must not exceed the financial limitation of the Standing Offer, taxes included.

6A.9 Priority of Documents

If there is a discrepancy between the wordings 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.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04); General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04); General Conditions - Goods (Medium Complexity)
- e) Annex A Mandatory Technical Requirements Selectorized Strength Equipment Group
- f) Annex B Mandatory Technical Requirements Miscellaneous Equipment Group
- g) Annex C Mandatory Technical Requirements Cardio Equipment Group
- h) Annex D Pricing Table (Electronic Attachment)
- i) Annex E Federal Contractors Program for Employment Equity - Certification
- j) Annex F reporting template
- k) the Offeror's offer dated _____ (*insert date of at time of issuance*)

6A.10 Certifications and Additional Information

6A.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6A.10.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

6A.11 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6B.1 Requirement

The Contractor will deliver, unpack, and set-up the equipment identified in the call-up at the specified delivery location. The Contractor will ensure the equipment is working in accordance with the manufacturer's specifications, will retrieve the packaging material at dispose of it at their premises.

6B.2 Standard Clauses and Conditions

6B.2.1 General Conditions

2010A 2016-04-04, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 - Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions will not apply to payments made by credit cards.

6B.3 Term of Contract

6B.3.1 Delivery Date

Delivery must be made within 6 weeks (120 calendar days) from receipt of a call-up against the Standing Offer.

The Contractor must call the Technical Authority 5 days prior to delivery.

6B.3.2 Additional Deliverables

- a. within 5 days prior to delivery contact the technical Authority (TA) to establish a mutual agreed upon delivery date and time;
- b. unpack the equipment; including but not limited to uncrating, unwrapping, removing pallets/skids, and remove all packing and protective material;
- c. assemble and set-up all equipment on location as designated by the TA; and
- d. ensure all equipment is in complete operational working order
- e. provide all support documentation and materials, including technical and operating manuals (in both Official Languages) for all equipment delivered.

6B.4 Payment

6B.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) Destination Duty Paid (Incoterms DDP) as specified in the basis of payment. Customs duties are included and applicable taxes are extra.

6B.5 Invoicing Instructions

Invoicing Instructions - Maintenance Services

H3020C (2015-02-25) 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.

6B.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance. 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.

6B.7 SACC Manual Clauses

B1501C (2006-06-16) Electrical Equipment
C2000C (2007-11-30) Taxes - Foreign based Contractor
C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

6B.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

ANNEX A

MANDATORY TECHNICAL REQUIREMENTS

1. Selectorized Strength Equipment Group

1.1. General Requirements (Mandatory)

To be considered responsive for this product group offerors must meet the following Mandatory requirements:

- a) Offerors must bid on 100% of the items requested
- b) Offerors must provide manufacturer documentation to prove that they are authorized dealer(s) for the items offered.
- c) Offerors must provide manufacturer's specifications in writing for each of the items requested
- d) Offerors must provide manufacturer's user guide in both official languages of Canada;
- e) Offerors must provide manufacturer's warranty documentation for each of the items requested
- f) Warrantied on site as follows:
 - 10 years frame parts;
 - 1 year weight stack plates and components, bearings, bushings, pulleys, seat adjustment;
 - 90 days upholstery pads, hand grips, and rollers;
 - 1 year all other parts including end caps, cables, selectors pins, shrouds;
 - 1 year labour
- g) Equipment will be constructed to the following requirements:
 - Solid one-piece frames must be made with minimum 2x2 inch, 11 gauge steel;
 - Frames will be powder coated either white, black or grey;
 - All pads and cushions will be upholstered in black;
 - Upholstery must be double stitched with non-folded corners;
 - Upholstery must be non-porous and easily sanitized;
 - Grips and handles will be made of slip proof, easily sanitized non porous material;
 - All nuts, bolts and hardware will be rated CSA Grade 5, at a minimum;
 - Guide rods will be 1 inch chromed solid steel;
 - Weight selector pins will be permanently attached to the stack;
 - Weight stack labels will show increments in both pounds and kilos, and will be placed away from selector holes to prevent tearing or peeling;
 - Seats will have multiple adjustments to accommodate correct positioning of users from height to height;
 - Cables will be lubricated nylon coated and of a 7 X 19 strand construction;
- h) Each item will be equipped with instructional placards with illustrations of proper starting and finishing positions as well as point-form safety instructions;
- i) Each item will have standard protective foot covers to protect flooring as well as anchoring holes to immobilize equipment in accordance with manufacturer's installation requirements;

1.2. Item Specific requirements

In addition to the requirements above offerors must meet the item specific requirements for each item in this group identified in the EFOT - Pricing table at Annex D.

Solicitation No. - N° de l'invitation
W0002-166563/001/PD
Client Ref. No. - N° de réf. du client
W0002-166563

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041.W0002-166563

Buyer ID - Id de l'acheteur
PD041
CCC No./N° CCC - FMS No./N° VME

ANNEX A

MANDATORY TECHNICAL REQUIREMENTS Selectorized Strength Equipment Group

(EXCEL FILE – see attached)

ANNEX B

Mandatory Technical Requirements

2. Miscellaneous Equipment Group

2.1. General Requirements (Mandatory)

To be considered responsive for this product group offerors must meet the following Mandatory requirements:

- a) Offerors must bid on 100% of the items requested;
- b) Offerors must provide manufacturer documentation to prove that they are authorized dealer(s) for the items offered;
- c) Offerors must provide manufacturer's specifications in writing for each of the items requested;
- d) Offerors must provide manufacturer's user guide in both official languages of Canada;
- e) Offerors must provide manufacturer's warranty documentation for each of the items requested;
- f) Equipment will be warranted on site as follows:
 - 10 years frame parts;
 - 1 year bearings, bushings, pulleys, seat adjustment;
 - 90 days upholstery pads, hand grips, and rollers;
 - 1 year all other parts including end caps, cables, selectors pins, shrouds;
 - 1 year labour
- g) Equipment will be constructed to the following requirements:
 - Solid one-piece frames must be made with minimum 2x2 inch, 11 gauge steel;
 - Frames will be powder coated either white, black or grey;
 - All pads and cushions will be upholstered in black;
 - Upholstery must be double stitched with non-folded corners;
 - Upholstery must be non-porous and easily sanitized;
 - Grips and handles will be made of slip proof, easily sanitized non porous material;
 - All nuts, bolts and hardware will be rated CSA Grade 5, at a minimum;
 - Guide rods will be 1 inch chromed solid steel;
 - Weight selector pins will be permanently attached to the stack;
 - Weight stack labels will show increments in both pounds and kilos, and will be placed away from selector holes to prevent tearing or peeling;
 - Seats will have multiple adjustments to accommodate correct positioning of users from height to height;
 - Cables will be lubricated nylon coated and of a 7 X 19 strand construction;
- h) Each item will be equipped with instructional placards with illustrations of proper starting and finishing positions as well as point-form safety instructions;
- i) Each item will have standard protective foot covers to protect flooring as well as anchoring holes to immobilize equipment in accordance with manufacturer's installation requirements;
- j) Minimum of 8 plate storage pins on Olympic benches and specified free weight equipment;

2.2. Item Specific requirements

In addition to the requirements above offerors must meet the item specific requirements for each item in this group identified in the EFOT - Pricing table at Annex D

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
W0002-166563

Amd. No. - N° de la modif.
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pd041.W0002-166563

Buyer ID - Id de l'acheteur
PD041
CCC No./N° CCC - FMS No./N° VME

ANNEX B

Mandatory Technical Requirements Miscellaneous Equipment Group

(EXCEL FILE – see attached)

ANNEX C

Mandatory Technical Requirements

3. Cardio Equipment Group

3.1. General Requirements (Mandatory)

To be considered responsive for this product group offerors must meet the following Mandatory requirements:

- a) Offerors must bid on 100% of the items requested;
- b) Offerors must provide manufacturer documentation to prove that they are authorized dealer(s) for the items offered;
- c) Offerors must provide manufacturer's specifications in writing for each of the items requested;
- d) Offerors must provide manufacturer's user guide in both official languages of Canada;
- e) Offerors must provide manufacturer's warranty documentation for each of the items requested;
- f) Equipment (except spin bikes) will be warrantied on site as follows:
 - 10 years frame parts;
 - 5 years on drive motors, where applicable
 - 5 years on all other parts including electronic components;
 - 1 year labour
- g) Spin bikes will be warrantied on site as follows:
 - 10 years frame parts;
 - 3 years on all other parts;
 - 3 years labour
- h) Equipment will have a minimum usage ability of 8 hours per day;
- i) Equipment will be equipped with a cushioning suspension system;
- j) Reading pads will display time, distance, speed, calories (total per hour), incline and heart rate;
- k) Equipment software will include:
 - multiple training programs including METS and Watts;
 - fitness tests;
 - Quick start functionality;
- l) Equipment will include contact heart rate sensors with no external wires;
- m) Motor driven equipment will be equipped with a quick stop button;
- n) Equipment must bear user weights up to 400 pounds (182 Kg);
- o) Frames will be constructed of welded steel or aircraft aluminum;
- p) Equipment must include:
 - a reading rack;
 - a water bottle holder;
 - an accessory tray;
- q) Equipment will have an adjustable incline;
- r) Grips and handles will be made of slip proof, easily sanitized non porous material;

3.2. Item Specific requirements

In addition to the requirements above offerors must meet the item specific requirements for each item in this group identified in the EFOT - Pricing table at Annex D

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W0002-166563

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ANNEX C

Mandatory Technical Requirements Cardio Equipment Group

(EXCEL FILE – see attached)

Solicitation No. - N° de l'invitation
W0002-166563/001/PD
Client Ref. No. - N° de réf. du client
W0002-166563

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ANNEX D

Pricing Table (Electronic Attachment)

Offerors must provide pricing for all items in a group to be considered compliant. Items offered must, in addition to the mandatory requirements for each group, meet all item specific requirements enumerated in the in the Pricing Table. The Pricing Table will form part of any resulting standing offer as the Basis of Payment.

(EXCEL DOCUMENT – SEE ATTACHED)

ANNEX E
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX F

Electronic Standing Offer Usage Report Instructions for Completing the Electronic Standing Offer Usage Report

1. General Instructions

Qualified Offerors will be supplied with the Electronic Standing Offer Usage report template at such time as a Standing Offer is issued to them. Subsequently, as required, Offerors may request that the Standing Offer Authority send a copy of the Electronic Standing Offer Usage report template to them by e-mail.

Offerors must complete the Electronic Standing Offer Usage report in accordance with the instructions below.

2. Electronic processing of Standing Offer Usage Report

2.1 Reports must be submitted by electronic mail to the Standing Offer Authority in the ".XLS" or ".XLSX" (Excel compatible) file format.

2.2 The Standing Offer usage report will be processed by PWGSC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.

2.3 The use of the "Copy" and "Paste" feature may negatively impact certain aspects of the template. PWGSC suggests Offerors use "Copy" and "Paste Special - Values".

3. Itemized reporting

Offerors must include the requested data for every item sold as a result of call ups against the Standing Offer.

4. Field descriptions and input instructions

Fields in the Report are identified by column heading or by tag. The purpose of each field is described and the instructions for completing the field are provided below.

Part I: Report Header

a) Standing Offer Number

The Offeror must enter the Standing Offer number which appears on the cover page of their Standing Offer.

b) Company Name

The Offeror must enter their legal company name.

c) Period

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter.

d) Total Reported this Quarter

For reports comprising of less than 10,000 lines, if applicable, the "Total reported this Quarter" field will populate automatically. For reports containing more than 10,000 entries the Offeror must enter the sum of all reported sales in the quarter.

e) Total reported to Date

Offerors must enter the running total of all transactions resulting from call-ups against this Standing

Offer to date.

Part II: Report Body

a) **Sold to**

For transactions with the federal Identified Users, Offerors must select the appropriate federal department or agency from the drop down list. If the Department or agency is not listed in the drop down list, please notify the Standing Offer Authority; a revised template will be issued by the Standing Offer Authority to include any missing federal departments or agencies.

b) **Invoice number**

Offerors must enter their invoice number for each item sold as a result of a call up against the Standing Offer. Offerors may aggregate more than one item per invoice number.

c) **Account Number**

Offerors must enter the account number of the authorized user to which the item was sold for each item sold as a result of a call up against the Standing Offer.

d) **Qty**

Offerors must enter the quantity of items sold as a result of a call up against the Standing Offer. If the unit of sale is for multiple individual units, this field should reflect the number of units of sale sold. Example (if the Unit of Sale is dozen, and one dozen was sold the QTY field should indicate "1"). Alternatively if the Unit of Sale is dozen and 6 individual pieces are sold the QTY field should indicate "0.5"

e) **UPC Code**

This field must contain the manufacturers UPC Code for the item sold as a result of call ups against the Standing Offer. This identifier must be the same as the one used in the Electronic price list at Annex C (of the resulting Standing Offer). The offeror must enter UPC for the item.

f) **Manufacturer's Model Number**

Offerors must enter the Manufacturer's Model Number for the item sold as a result of call ups against the Standing Offer exactly as it is listed in the "Manufacturer's Model Number" field of the Price List at Annexes C-1 and C-2. For items not listed in Annexes C-1 and the Offeror must enter the Manufacturer's part number as it appears in the Manufacturer's publications.

g) **Offeror Part Number**

Offerors must enter their part number (or SKU) for the item sold as a result of call ups against the Standing Offer exactly as it is listed in the "Offeror's Part Number" field of the Price List at Annexes C-1 and C-2. For items not listed in Annexes C-1 and C-2 the Offeror must enter the Manufacturer's part number as it appears in the Manufacturer's publications.

h) **Unit of Sale**

This field represents the Unit of Sale for the item sold as a result of call ups against the Standing Offer. The Unit of Sale "ea." typically represents the smallest unit of sale for an item. The offeror must, select the correct Unit of Sale from the provided drop down menu.

i) Brand

This field must contain the Brand name of the item sold as a result of a call up against the Standing Offer. While the Brand and Manufacturer of a product may in some instances be interchangeable, this is not always the case. The Offeror must enter the name of the brand of the item sold as a result of a call up against the Standing Offer.

j) Description

This field must contain a short description of the item sold as a result of call ups against the Standing Offer and must at a minimum include sufficient information to identify the primary purpose of the item and its core defining attributes.

k) Postal Code

This field must contain the postal code for the delivery point where the item sold as a result of call ups against the Standing Offer was delivered. The postal Code must be entered in the following format A0A 0A0

l) Date of Invoice

Offerors must enter the date at which the call up for the item sold as a result of call ups against the Standing Offer was invoiced. The date must be entered using the YYYY-MM-DD format.

m) Unit Price

This field must contain the Offeror's price invoiced per unit of issue for the item sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

n) Extended Price

This field must contain the Offeror's price invoiced per unit of issue multiplied by the quantity of each items sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.