

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

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

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

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 Appliances - Electro Ménagers	
Solicitation No. - N° de l'invitation E60PD-17APPL/A	Date 2017-06-29
Client Reference No. - N° de référence du client E60PD-17APPL	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PD-041-73056
File No. - N° de dossier pd041.E60PD-17APPL	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-09	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Lamothe, Nathalie	Buyer Id - Id de l'acheteur pd041
Telephone No. - N° de téléphone (819)420-9939 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per call-up document Tel qu'indiqué sur la commande subséquente	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Amd. No. - N° de la modif.
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CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

1.2.1 Requirement

The intent of this request is to establish one Regional Master Standing Offer For the supply and delivery of household appliances and small appliances for use by various Federal Government Departments and Agencies across in the National Capital Area on an "as and when requested" basis for a period of one (1) year with a possibility of two (2) additional one year periods under the same terms and conditions.

The Appliances must be manufactured to specified voltage requirements and not equipped with add-on transformers.

1.2.2 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).

1.3 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Authorized User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

In the event an offeror does not satisfy the Security Requirement, the Authorized User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

1.4 Debriefings

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

1.5 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 Atlantic, Quebec, National Capital Area (NCA), Eastern and the Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions 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.

For the purposes of this requirement any Offeror across Canada that is quoting on a bilingual designated region must offer documentation in both official languages and must be able to provide bilingual services to those regions, such as a bilingual contact, taking orders etc.

1.6 Key Terms

PWGSC	Public Works and Government Canada
RFSO	Request for Standing Offer
RMSO	Regional Master Standing Offer
NCA	National Capital Area

Catalogue – The term Catalogue will be interpreted to mean a book, pamphlet either printed or electronic, which may be illustrated, that contains details the Offeror items for sale, regardless of its title.

Bilingual – The term Bilingual means both official languages of Canada, English and French.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2017-04-27) 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

2.1.1.1 Condition of material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

2.1.1.2 Electrical Equipment

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

2.1.1.3 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing 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 ten (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 and/or Quebec.

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

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer one (1) hard copy and one (1) soft copy on USB key, CD or DVD.

Section II: Financial Offer one (1) hard copy and one (1) soft copy on USB key, CD or DVD.

Section III: Certifications one (1) hard copy.

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.

- a) The Offeror is requested to complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- b) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement.
- c) Each of the elements below must be addressed:
 - a. company history
 - b. dealership status for the items offered;
 - c. ability to honour manufacturer's warranty (as applicable) on items offered;
 - d. delivery methods (ex: fleet of vehicles or third party transportation);
 - e. inventory and warehousing infrastructure;
 - f. order management and tracking system;
 - g. participation in, or certifications resulting from environmental programs/initiatives, if any.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, electronic financial offer template. The total amount of Applicable Taxes must be shown separately.

Eastern Ontario and National Capital Area – NCA (Bilingual): All localities within the province of Ontario with postal codes beginning with the letters K1A 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.

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 Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

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

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

- a) The Offeror must submit the following with their offer
- a) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement.
- b) The Offeror must certify that they have the ability to offer bilingual service in bilingual designated regions.
- c) The Offeror must complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".

4.1.1.2 Point Rated Technical Criteria

Point rated Technical criteria will be assessed as follow:

For each item in the electronic financial offer template at annex B:

- The power consumption rating in KW/h for each offer will be assessed on a prorated basis.
- The lowest power consumption rating in KW/h (L) for an item will be granted a score of 100%.
- Every other power consumption rating in KW/h (P) will be granted a score based on the following formula $\text{Score} = (1 - ((P/L) - 1)) * 100$.
- Score will be rounded to the nearest integer.

Example: for an appliance with a power consumption of 465 KW/h where the lowest power consumption is 383 KW/h the calculation is as follows:

Score= $(1 - ((465/383) - 1)) * 100$
Score= $(1 - (1.214 - 1)) * 100$
Score= $(1 - 0.214) * 100$
Score= 0,786*100

Score= 78.6
Score= 79

Additional points will be granted for each optional criteria identified by an asterisk (*) in the EFOT. For each affirmative response, one (1) additional point will be added to the score of the point rated technical evaluation criteria.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of price - Appliances

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

- a) Each Offeror's line item price will be scored using a formula based on the premium paid between the price offered and the lowest offered price.
- b) The lowest price (L) for an item will be granted a score of 100%.
- c) Every other price (P) will be granted a score based on the following formula:
$$\text{Score} = (1 - ((P/L) - 1)) * 100$$

Example:

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

$$(1 - ((230/200) - 1)) * 100 = 85 \text{ points}$$

$$\text{Score} = (1 - ((230/200) - 1)) * 100$$

$$\text{Score} = (1 - (1.15 - 1)) * 100$$

$$\text{Score} = (1 - 0.15) * 100$$

$$\text{Score} = 0.85 * 100$$

$$\text{Score} = 85$$

- d) The scores for all the offered items will be averaged by Offeror to establish a Total Average Score. The Total Average Score will be rounded to 2 decimals.

4.2 Basis of Selection

In the event an Offeror has provided a technically responsive Offer in each product grouping 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.

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.

5.2 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 Additional Certifications Required with the Offer

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.3 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).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP

Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6A.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A" and the Electronic Price List at Annex "B" of the Standing offer document.

6A.2 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Authorized User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

In the event an offeror does not satisfy the Security Requirement, the Authorized User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

6A.3 Standard Clauses and Conditions

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

6A.3.1 General Conditions

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

6A.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

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 to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

6A.4 Term of Standing Offer

6A.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for a period of one year from the issuance of the Standing Offer.

6A.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the 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 sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

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

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 percentage change over one year, Core CPI, as posted at the Bank of Canada web site, will be used. (link below)

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

6A.5 Authorities

6A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nathalie Lamothe
Title: Supply officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Commercial and Consumer Products
Address: 11 rue Laurier
Gatineau, Quebec, K1A 0S5

Telephone: 819-420-9939

E-mail address: 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.5.2 Project Authority

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

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

6A.5.3 Offeror's Representative (offeror to complete)

Name : _____

Title : _____

Address: _____

Telephone: ____ - ____ - _____

Toll-free number: ____ - ____ - _____

Email: _____

6A.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

6A.7 Call-up Procedures

1. Authorized Call-ups against this Standing Offer must be made using the duly completed forms or their equivalents as identified in Paragraph 6.A.8 by facsimile, electronic mail or any other medium deemed acceptable by both the Federal Identified User and the Offeror.
2. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
3. Upon receipt of a Call-up, the Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to volume discounts, year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
4. If by error or omission the Federal Identified User fails to apply the correct price as listed in the Electronic Price List or applies it improperly, it will be the responsibility of the supplier to notify the Federal Identified User of the correct price prior to delivery.
5. Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

6A.8 Call-up Instrument

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 or 3 below, or by using the Canada acquisition card (Visa or MasterCard), for low dollar value requirements.

1. Call-ups must be from 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. The following forms which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version only)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version only)

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.

6A.9 Limitation of Call-ups

Unless otherwise specified, individual call-ups against the Standing Offer must be between \$100.00 (minimum order) to \$100,000.00 (including applicable taxes).

PWGSC may execute Call-ups against the Standing Offer for call-ups from \$100,000.00 to \$400,000.00 on behalf of Federal Identified Users.

6A.10 Payment by acquisition card

- a. Contractor invoices may be paid using Government of Canada (GC) acquisition cards (credit cards), which includes GC Visa and GC MasterCard. However, contractors are not obligated to accept acquisition cards as a payment instrument.
- b. The decision to use acquisition cards for payment of contractor invoices or for payment at point of sale is a cash management decision made by the client department or agency.

6A.11 Priority of Documents

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.

- 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;
- e) the general conditions 2010A (2016-04-04); General Conditions – Goods (Medium Complexity)
- f) Annex A, Requirements appliances and small appliances;

- g) Annex B, Electronic financial offer template (electronic attachment);
h) the Offeror's offer dated _____ (*insert date of offer at time of issuance*).

6A.12 Certifications and Additional Information

6A.12.1 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.12.2 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.13 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 _____. (Will be updated at time of issuance).

6A.14 Catalogue Distribution

As a result of Canada's commitment to the "*Policy on Greening procurement*", the mass distribution of printed catalogues for this commodity is prohibited. Offerors may, as an alternative to print catalogues, distribute an electronic version of their Standing Offer catalogue to Authorized Users that have either requested it or have voluntarily opted to receive it. Catalogues must contain only the items authorized in the Standing Offer.

Electronic catalogues submitted by qualified Offerors to the Standing Offer Authority will be made available to Authorized users on the Standing Offer Index web site at:

<http://soi.pwgsc.gc.ca>.

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 item 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 - Goods (Medium Complexity) will not apply to payments made by credit cards.

6B.3 Term of Contract

6B.3.1 Delivery Date

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

Delivery must be made in accordance with the following timelines:

- Orders for less than 25K\$ delivered within 10 days;
- Orders 25K\$ to 50K\$ delivered within 15 Days;
- Orders over 50K\$ delivered within 30 Days.

6B.3.1.1 Additional Delivery requirements

Five (5) days prior to delivery, the contractor will contact the Project Authority (PA) to establish a mutually agreed upon delivery date and time.

Upon delivery the contractor will:

- a. Deliver the items to the designated location (building, floor, room);
- b. unpack the items; including but not limited to uncrating, unwrapping, removing pallets/skids, and remove all packing and protective material;
- c. assemble, connect and configure all items on location as designated by the PA;
- d. ensure all items are in working order; and
- e. provide all support documentation and materials, including technical and operating manuals (in both Official Languages) for all items 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 shall be paid firm unit prices as specified in the contract, DDP (Delivered Duty Paid) destination, applicable taxes extra, shipping, handling, delivery, and installation charges included.

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

6B.4.2 Limitation of Price

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.

6B.4.3 Invoicing Instructions

Canada will pay the Contractor upon completion and delivery of the Work 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.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6B.5 Invoicing Instructions

The Contractor must submit its invoices in accordance with the information required in Section 10, Invoice Submission, of the 2015A, General Conditions – Goods – Authorized User (Medium Complexity).

6B.6 Insurance Requirements

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

6B.7 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment

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"

REQUIREMENTS

Appliances and Small appliances

(EXCEL DOCUMENT – SEE ATTACHED)

Requirement

Canada has a requirement for the supply and delivery of household appliances and small appliances for use by various Federal Government departments and Agencies across the National Capital Area (NCA) on a “as and when requested” basis for a twelve (12) months period with a possibility of two (2) additional one year periods under the same terms and conditions.

This requirement will be divided into two product groupings:

1. **Major appliances:** For the purpose of this requirement, major household appliances include: dishwashers, clothes dryers, refrigerators, kitchen stoves, washing machines.
2. **Small appliances:** For the purpose of this requirement, Small appliances are small (countertop) household electrical machines, including, coffee makers, electric kettles, microwave ovens, toasters and toaster ovens.

Offeror Service

The Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. Contractor must be open for business Monday to Friday, from 8:00 AM to 5:00 PM, local time for each region (except for Statutory Holidays), and must provide a bilingual customer service representative in bilingual designated regions as prescribed under the *Official Language Act*

Upon delivery the contractor will:

- a) Deliver the items to the designated location (building, floor, room);
- b) unpack the items; including but not limited to uncrating, unwrapping, removing pallets/skids, and remove all packing and protective material;
- c) assemble, connect and configure all items on location as designated by the PA;
- d) ensure all items are in working order; and
- e) provide all support documentation and materials, including technical and operating manuals (in both Official Languages) for all items delivered.

Solicitation No. - N° de l'invitation
E60PD-17APPL/001/PD
Client Ref. No. - N° de réf. du client
E60PD-17APPL

Amd. No. - N° de la modif.
File No. - N° du dossier
PD041. E60PD-17APPL

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

ANNEX "B"

Electronic Financial Offer Template

(Provided as an electronic Attachment)

Solicitation No. - N° de l'invitation
E60PD-17APPL/001/PD
Client Ref. No. - N° de réf. du client
E60PD-17APPL

Amd. No. - N° de la modif.
File No. - N° du dossier
PD041. E60PD-17APPL

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

ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "D" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

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 "E"

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.

APPENDIX 1

Instructions for Completing the Electronic Financial Offer Template (EFOT)

General Instructions

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of the Electronic Price List (Annex B) in any resulting Standing Offer.

Offerors submitting an Offer may submit an offer for one or both product groupings (Major Appliances, Small Appliances). In the event Offerors choose to submit an Offer for the Major Appliances grouping, they must submit data for all three (3) green colored tabs in the EFOT. In the event Offerors choose to submit an Offer for the Small Appliances grouping, they must submit data for all five (5) orange colored tabs in the EFOT.

Each row in the Financial Offer Template represents one item. Offerors must submit 100% of the requested information for each of the product groupings for which they are submitting an offer. Offerors must save a copy of the completed EFOT in Excel compatible format (.xls or .xlsx) on a Compact Disk (CD) or Digital Versatile Disc (DVD) and include it with their Offer. USB Keys will not be accepted.

Electronic Processing of Financial Offer Template

The Electronic Financial Offer Template will be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not change the format or rename the Electronic Financial Offer Template in any way. At the time of evaluation, if the Offeror's Electronic Financial Offer Template has been reformatted or renamed in a way that prevents automated processing, the Offer may be found non-responsive.

Field Color

All light blue colored fields must be populated by the Offeror. Fields that have been populated will change in color from light blue to light yellow. The change of color does not indicate that the data entered is accepted by or acceptable to Canada only that data has been entered into the field. Fields that change to an orange color are an indication that data in that field does not meet a mandatory requirement.

Fields that are light gray contain information that is provided by PSPC

Fields that are a darker shade of gray are auto calculated and require no input from the offeror.

NOTE: The use of the "Copy" and "Paste" may negatively impact some features of the EFOT.

PSPC suggests Offerors use the "Copy" and "Paste Special - Values" method.

Annual Energy consumption

Where requested, Annual Energy Consumption ratings must reflect the items Energuide consumption in accordance with the regulations and standards established as part of the Canada's Energy Efficiency Regulations

(<https://www.nrcan.gc.ca/energy/products/energuide/12523>)