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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  
6A2-16, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Fitness Equipment	
<b>Solicitation No. - N° de l'invitation</b> E60PD-17FITN/A	<b>Date</b> 2018-01-05
<b>Client Reference No. - N° de référence du client</b> E60PD-17FITN	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PD-041-74081
<b>File No. - N° de dossier</b> pd041.E60PD-17FITN	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-02-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lamothe, Nathalie	<b>Buyer Id - Id de l'acheteur</b> pd041
<b>Telephone No. - N° de téléphone</b> (819)420-9939 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As specified in call-ups	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## Request for Standing Offers (RFSO)

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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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include Requirement, the Offeror's Representation Table, the Electronic Financial Offer Template (EFOT), the Instructions for Completing the Electronic Standing Offer Usage Report, the General Conditions 2009 – Authorized Users, the General Conditions 2015A- Authorized Users, the Electronic Payment Instruments, and the Key Terms.

The Appendices include the Instructions for Completing the Financial Offer Template.

### **1.2 Summary**

#### **1.2.1 Requirement**

Canada has a requirement to establish Master Standing Offers for the supply and delivery of Commercial Fitness Equipment subdivided into 4 groups (Strength, Cardiovascular, free weights and miscellaneous and Rehabilitation) for use by various Federal Government Departments and Agencies, provinces, territories and the MASH sector across Canada on an "as and when requested" basis for a period of one (1) year with the right to extend for two (2) additional one (1) year period under the same terms and conditions.

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

- Ontario
- Nova Scotia

- New-Brunswick
- Prince Edward Island

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at Part 6 paragraph 6A.5 – Authorized Users

### 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### 1.3 Comprehensive Land Claims Agreements

The following applies to Federal Identified Users only:

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### 1.4 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>

### 1.5 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.

### 1.6 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.

## 1.7 Key Terms

<b>PWGSC</b>	<b>Public Works and Government Canada</b>
<b>RFSO</b>	<b>Request for Standing Offer</b>
<b>NMSO</b>	<b>National Master Standing Offer</b>
<b>NCA</b>	<b>National Capital Area</b>
<b>EFOT</b>	<b>Electronic Financial Offer Template (Price List)</b>

**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.

### Definitions

In this Standing Offer, unless the context otherwise requires,

#### “Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

#### “Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### “Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## General Information

The Offeror will provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

## Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

## No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

## Exclusionary Clause

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

## 1.8 Disclosure of information – Optional Users

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not

be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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

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

## **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

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2006](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. The 2006 document is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture.

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- subsection 2.d is deleted entirely and replaced with the following: send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) in the bid solicitation;
  - subsection 2.e is deleted entirely and replaced with the following: ensure that the Bidder's name, return address, solicitation number, and solicitation closing date and time are clearly visible on the bid;
  - Section 6, entitled Late bids, is deleted entirely and replaced with the following: For bids submitted using means other than epost Connect service, PWGSC will, upon written request within 60 calendar days of the solicitation closing date, return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids.
  - Section 07, entitled Delayed bids, is amended as follows:
    - Subsection 1 is amended to add the following paragraph:
      - d. a CPC epost Connect service date and time indicator.
  - Section 8, entitled Transmission by facsimile, is amended as follows:
    - the title is deleted and replaced with the following title: Transmission by facsimile or epost Connect
    - subsection 3 is deleted entirely and replaced with the following: bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
    - Subsection 4, entitled epost Connect, is added and includes the following:
      - a. Unless specified otherwise in the solicitation, bids may be submitted by epost Connect service ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_sen\\_d\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_sen_d_a)).
      - b. To submit a bid using epost Connect service the Bidder must send an email that includes the solicitation number to PWGSC Bid Receiving Unit in Headquarters (TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) requesting to open an epost Connect conversation at least six business days prior to bid closing date. Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the bid closing date and time. Requests received after that time may not be answered.
      - c. The solicitation number must be identified in the Message field of all electronic transfers.
      - d. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the bid solicitation in order to register for the epost Connect service.
      - e. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
        - i. receipt of a garbled or incomplete bid;
        - ii. availability or condition of the epost Connect service;
        - iii. incompatibility between the sending and receiving equipment;
        - iv. delay in transmission or receipt of the bid;
        - v. failure of the Bidder to properly identify the bid;
        - vi. illegibility of the bid;
        - vii. security of bid data; or
        - viii. inability to create an electronic conversation through the epost Connect service.
      - f. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

## **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 first one year period of the Standing Offer.

## **2.2 Submission of Offers**

Bids must be submitted only to Public Works and Government Services Canada's Bid Receiving Unit or through the epost Connect service provided by Canada Post Corporation by the date and time indicated on page 1 of the bid solicitation. Bidders should consult section 08 of Standard Instructions 2006, as detailed in the above article entitled Standard Instructions, Clauses and Conditions.

**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.

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

For bids submitted to Public Works and Government Services Canada's Bid Receiving Unit, 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 CD or DVD.

Section II: Financial Offer one (1) hard copy and one (1) soft copy on 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.

For all bid submissions:

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

Offerors may submit an offer for one (1) or more of the following region(s), excluding comprehensive Land Claims Settlement Areas:

- 1) **British Columbia Region:** All localities within the province of British Columbia with postal codes beginning with the letter V.
- 2) **Alberta Region:** All localities within the province of Alberta with postal codes beginning with the letter T
- 3) **Saskatchewan Region:** All localities within the province of Saskatchewan with postal codes beginning with the letter S
- 4) **Manitoba Region:** All localities within the province of Manitoba with postal codes beginning with the letter R
- 5) **Northern Ontario (Bilingual):** All localities within the province of Ontario with postal codes beginning with the letter P.
- 6) **Southern and South Central (SSC) Ontario:** All localities within the province of Ontario with postal codes beginning with the letters L, M and N.
- 7) **Eastern Ontario and National Capital Area – NCA (Bilingual):** 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.
- 8) **Québec Region:** All localities within the province of Quebec with postal codes beginning with the letters G, H and J excluding those identified as being part of the National Capital Area – NCA.
- 9) **Newfoundland and Labrador:** All localities within the province of Newfoundland and Labrador

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with postal codes beginning with the letter A

- 10) **New-Brunswick and Prince Edward Island (Bilingual):** All localities within the provinces of New Brunswick and Prince Edward Island with postal codes beginning with the letters C and E
- 11) **Nova Scotia:** All localities within the province of Nova Scotia with postal codes beginning with the letter B

For bids submitted to Public Works and Government Services Canada's Bid Receiving Unit, 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.
  - h. qualifications of delivery and installation personnel

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the provided Electronic Financial Offer Template (EFOT).

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" 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**

Mandatory technical requirements will be assessed in accordance with annex A.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of price – Commercial Fitness Equipment**

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

For each region and category

- 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:  
Score =  $(1 - ((P/L) - 1)) * 100$

Example:

A price of \$2,300.00 for an item whose lowest price is 2,000.00\$ representing a premium of 15%

$(1 - ((2,300/2,000) - 1)) * 100 = 85$  points

Score =  $(1 - ((2,300/2,000) - 1)) * 100$

Score =  $(1 - (1.15 - 1)) * 100$

Score =  $(1 - 0.15) * 100$

Score =  $0.85 * 100$

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.

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

In the event an Offeror has provided a technically responsive Offer in all three of the following categories (Strength, Cardiovascular, free weights and miscellaneous) the following measures will apply:

The best score for each category will be aggregated to determine the Best Possible Score;

The Offeror's scores for each category 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 category, 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.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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**

**6A.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **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) (<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** 2017-06-21 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6A.2.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex E entitled Electronic Standing Offer Usage Report. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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.3 Term of Standing Offer**

##### **6A.3.1 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 with two (2) additional one (1) year periods.

### 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 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 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](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 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 Points

Delivery of the requirement will be made in accordance with the call up document.

## 6A.4 Authorities

### 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  
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](mailto: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 (offeror to complete)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_- \_\_\_\_- \_\_\_\_\_

Toll-free number: \_\_\_\_- \_\_\_\_- \_\_\_\_\_

Email: \_\_\_\_\_

#### 6A.5 Authorized Users

##### Federal Identified Users

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

##### Provincial/Territorial Identified Users

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

*(to be inserted)*

##### Disclosure of information – Optional Users

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms **and conditions thereof, and c)** use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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

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

## **6A.6 Call-up Procedures**

### **Call-up Instrument**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

### **Call-Up Instrument for Federal Identified User**

For Call-ups issued by a Federal Identified User, the Work will be authorized by the Federal Identified User(s) using form:

PWGSC-TPSGC 942, Call-up Against a Standing Offer;  
PWGSC-TPSGC 942-2, Call-up Against a Standing Offer (Multiple Delivery);  
PWGSC-TPSGC 944, Call-up Against Multiple Standing Offers (English only);  
PWGSC-TPSGC 945, Call-up Against Multiple Standing Offers (French only);

Or an equivalent form of 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;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and

- allows for collection of the data identified at Annex "E" – Standing Offer Reporting, Article B1, Collection of Data.

These forms are available through the [PWGSC Forms Catalogue](#) Web site.

### **Call-up Instrument for Provincial/Territorial Identified User**

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- includes acceptance of the terms and conditions of the Standing Offer.

#### **6A.7 Call-up Procedures (Instructions for Identified Users)**

1. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
2. Only the goods identified in the Electronic Price List identified at Annex B of the Standing Offer document are authorized for Call-up. No substitutions are permitted.
3. Upon receipt of a Call-up, the Offeror must provide Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
4. If by error or omission the 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 User of the error prior to delivery.

#### **6A.8 Limitation of Call-ups**

Unless otherwise specified, individual call-ups against the Standing Offer must be between \$100.00 (minimum order) to \$400,000.00 (including applicable taxes).

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

#### **6A.9 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.10 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) Annex F, the General Conditions 2009 (2016-04-04), General Conditions - Standing Offers - Goods or Services – Authorized Users;
- f) Annex G, the general conditions 2015A- Authorized Users;
- g) Annex A, Requirement
- h) Annex B, Electronic financial offer template (electronic attachment);
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer at time of issuance*).

## 6A.11 Certifications and Additional Information

### 6A.11.1 Compliance

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

### 6A.11.2 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.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Will be updated at time of issuance).

## 6A.13 Catalogue Distribution

As a result of Canada's commitment to the "*Policy on Greening procurement*", the mass distribution of unsolicited print catalogues for this commodity is prohibited.

Offerors may, as an alternative to print catalogues, distribute an electronic version of their Standing Offer catalogue to clients that have either requested it or have voluntarily opted to receive it.

Catalogues must contain only the items authorized in the Standing Offer.

## 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 must provide the items detailed in the call-up against the Standing Offer.

## 6B.2 Definitions; Interpretation and Standard Clauses and Conditions

### 6B.2.1 Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have that meaning attributed to that term in 2015A (2016-04-04), General Conditions – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex F or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning given to it in such document.

Other Interpretive Provisions. In the Contract:

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

## **6B.3 Standard Clauses and Conditions**

### **6B.3.1 General Conditions**

**2015A** (2016-04-04) General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

Section 15 Payment Period, of General Conditions 2015A (2016-04-04) will not apply to payments made by credit cards at point of sale.

Section 8 Inspection and Acceptance of the Work, of General Conditions 2015A (2016-04-04) is modified as follows:

#### **Insert:**

In cases where the Identified User has ordered an item by mistake, the Identified User may request that the product be exchanged for the correct item. The Identified User must notify the Contractor within fourteen (14) calendar days of delivery. If notification is received within fourteen (14) calendar days the item will be picked-up and replaced with the correct item, or a credit / refund issued within ten (10) working days. No restocking charges shall be applied.

In cases where the Identified User does not notify the Contractor within fourteen (14) calendar days of delivery, the Contractor may in provinces where the practice is legal apply a restocking charge to a maximum amount of 15% of the value of the returned item. In the event thirty (30) days have passed since delivery the Contractor may decline or accept the return at its sole discretion.

Transportation charges for the return of items ordered by mistake shall be at the Identified User's cost. Return transportation shall be done by the Offeror using the most economical means at its disposal. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

## **6B.4 Term of Contract**

### **6B.4.1 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:

- Under 25K\$ delivered within 30 calendar Days;
- Orders 25K\$ to 50K\$ delivered within 40 calendar Days;
- Orders over 50K\$ delivered within 50 calendar Days.

#### **6B.4.1.1 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.
- f. Provide instruction in the safe use and operation of all the function for the equipment provided.

## **6B.5 Payment**

### **6B.5.1 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 – pre-paid and charged) destination, applicable taxes extra, shipping, handling, delivery, and installation charges included.

### **6B.5.2 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.5.3 SACC Manual Clauses**

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

### **6B.5.4 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.6 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.7 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.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.

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**ANNEX "A"**  
**REQUIREMENT**

**1. Strength Equipment Group**

**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 in the category;
- 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;
  - Must at a minimum be warranted 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;
- f) Equipment will be constructed to the following requirements:
  - minimum of 11 gauge steel;
  - Upholstery must be double stitched with non-folded corners;
  - Upholstery must be non-porous and easily sanitized;
  - Grips and handles must be made of slip proof, easily sanitized non porous material;
  - All nuts, bolts and hardware must be rated CSA Grade 5 or equivalent, at a minimum;
  - Weight stack labels must show increments in both pounds and kilos, and will be placed away from selector holes to prevent tearing or peeling;
  - Seats must have multiple adjustments to accommodate correct positioning of users from 4'11" to 6'7";
  - Equipment must accommodate users up to 204 kg (450 lbs);
  - Cables must be of coated construction;
- g) Each item must be equipped with instructional placards with illustrations of proper starting and finishing positions as well as point-form safety instructions;
- h) Each item must have standard protective foot covers to protect flooring as well as anchoring holes to immobilize equipment in accordance with manufacturer's installation requirements;

**1.1. 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 – Basis of payment at Annex B.

## 2. Cardio Equipment Group

### 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 in the category;
- 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) must at a minimum 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 must at a minimum be warrantied on site as follows:
  - 10 years frame parts;
  - 3 years on all other parts;
  - 3 years labour;
- h) Equipment must be designed for a minimum usage of 8 hours per day;
- i) Equipment must be equipped with a cushioning suspension system;
- j) Reading pads must display time, distance, speed, calories, incline and heart rate;
- k) Equipment software must include:
  - multiple training programs including METS and Watts;
  - fitness tests;
  - Quick start functionality;
- l) Equipment must include contact heart rate sensors with no external wires;
- m) Motor driven equipment must be equipped with a quick stop button;
- n) Frames must be constructed of welded steel or aircraft aluminum or equivalent;
- o) Equipment must include:
  - a reading rack;
  - a water bottle holder;
- p) Equipment must have an adjustable incline;
- q) Grips and handles must be made of slip proof, easily sanitized non porous material;
- r) Seats must have multiple adjustments to accommodate correct positioning of users from 4'11" to 6'7";

### 2.1. 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 – Basis of payment at Annex B.

### 3. Free weights and Miscellaneous Equipment Group

#### 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 in the category;
- 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) Must at a minimum be warrantied 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) As applicable, equipment must at a minimum be constructed to the following requirements:
  - minimum of 11 gauge steel;
  - Upholstery must be double stitched with non-folded corners;
  - Upholstery must be non-porous and easily sanitized;
  - Grips and handles must be made of slip proof, easily sanitized non porous material;
  - All nuts, bolts and hardware must be rated CSA Grade 5, at a minimum;
  - Guide rods must be 1 inch chromed solid steel;
  - Weight stack labels must show increments in both pounds and kilos, and must be placed away from selector holes to prevent tearing or peeling;
  - Seats must have multiple adjustments to accommodate correct positioning of users from 4'11" to 6'7";
  - Equipment must accommodate users up to 204 kg (450 lbs);
  - Cables must be of coated construction;
- h) Each item must be equipped with instructional placards with illustrations of proper starting and finishing positions as well as point-form safety instructions;
- i) Each item must 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;

#### 3.1. 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 – Basis of payment at Annex B.

#### 4. Rehabilitation Equipment Group

##### General Requirements (Mandatory)

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

- Offerors must bid on 100% of the items requested in the category;
  - Offerors must provide manufacturer documentation to prove that they are authorized dealer(s) for the items offered;
  - Offerors must provide manufacturer's specifications in writing for each of the items requested;
  - Offerors must provide manufacturer's user guide in both official languages of Canada;
  - Offerors must provide manufacturer's warranty documentation for each of the items requested;
  - Must at a minimum be warrantied on site as follows:
- a) Rehab. Strength and miscellaneous;
  - 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;
- b) Rehab. Cardio;
  - 10 years frame parts;
  - 5 years on drive motors, where applicable;
  - 5 years on all other parts including electronic components;
  - 1 year labour;
- Equipment must be constructed to the following requirements:
  - Solid rust-free frames;
  - Certified for Clinical environment with motor designed not to interfere with other medical equipment;
  - Upholstery must be double stitched with non-folded corners;
  - Upholstery must be non-porous and easily sanitized;
  - Grips and handles must be made of slip proof, easily sanitized non porous material;
  - Must be built for commercial use;
  - Equipment must be designed for a minimum usage of 8 hours per day;
  - Weight stack labels must show increments in both pounds and kilos, and must be placed away from selector holes to prevent tearing or peeling;
  - Seats must have multiple adjustments to accommodate correct positioning of users from 4'11" to 6'7";
  - Equipment must accommodate users up to 204 kg (450 lbs);
  - Cables must be of coated construction;
- Cardio Equipment software must include:
  - multiple training programs including METS and Watts;
  - fitness tests;
  - Quick start functionality;

Each item must be equipped with instructional placards with illustrations of proper starting and finishing positions as well as point-form safety instructions;  
Each item must have standard protective foot covers to protect flooring as well as anchoring holes to immobilize equipment in accordance with manufacturer's installation requirements;

Solicitation No. - N° de l'invitation  
E60PD-17FITN  
Client Ref. No. - N° de réf. du client  
E60PD-17FITN

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd041.E60PD-17FITN

Buyer ID - Id de l'acheteur  
pd041  
CCC No./N° CCC - FMS No./N° VME

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#### **4.1. 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 – Basis of payment at Annex B.

Solicitation No. - N° de l'invitation  
E60PD-17FITN  
Client Ref. No. - N° de réf. du client  
E60PD-17FITN

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd041.E60PD-17FITN

Buyer ID - Id de l'acheteur  
pd041  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "B"**

**Electronic Financial Offer Template  
(Provided as an electronic Attachment)**

Solicitation No. - N° de l'invitation  
E60PD-17FITN  
Client Ref. No. - N° de réf. du client  
E60PD-17FITN

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd041.E60PD-17FITN

Buyer ID - Id de l'acheteur  
pd041  
CCC No./N° CCC - FMS No./N° VME

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## **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);

## 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)

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## 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.

## **ANNEX F- General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users**

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror
- 14 Code of Conduct for Procurement – Standing Offer

### **2009 01 (2016-04-04) Interpretation**

In the Standing Offer, unless the context otherwise requires,

**"Authorized User"**

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

**"Call-up"**

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

**"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

**"Federal Identified User"**

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;

**"Offeror"**

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

**"Provincial/Territorial Identified User"**

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

**"Standing Offer"**

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

**"Standing Offer Authority"**

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

**2009 02 (2015-12-18) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

**2009 03 (2015-12-18) Standard Conditions and Clauses**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

**2009 04 (2015-12-18) Offer**

- 1) The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
- 2) The Offeror understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
  - c) Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
  - d) Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
  - e) the Standing Offer cannot be assigned or transferred in whole or in part;

f) the Standing Offer may be set aside by Canada at any time.

#### **2009 05 (2015-12-18) Call-ups**

If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

#### **2009 06 (2015-12-18) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2009 07 (2015-12-18) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

#### **2009 08 (2015-12-18) Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2009 09 (2015-12-18) Disclosure of Information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

#### **2009 10 (2015-12-18) Publication of Standing Offer Information**

- 1) The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a) the conditions of the Standing Offer;
  - b) the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c) the Offeror's profile and its level of security clearance;
  - d) the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.

- 2) Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

#### **2009 11 (2016-04-04) Integrity Provisions - Standing Offer**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

#### **2009 12 (2015-12-18) Access to Information**

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **2009 13 (2015-12-18) Default by the Offeror**

- 1) If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- 2) If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

#### **2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer**

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

## **ANNEX G – GENERAL CONDITIONS 2015A – GENERAL CONDITIONS – Goods - Authorized User - (Medium Complexity)**

- 01 Definitions
- 02 Standard Clauses and Conditions
- 03 Powers of Authorized User
- 04 Status of the Contractor
- 05 Condition of Material
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Warranty
- 10 Invoice Submission
- 11 Taxes
- 12 Transportation Costs
- 13 Transportation Carriers' Liability
- 14 Shipment Documentation
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Audit
- 18 Compliance with Applicable Laws
- 19 Ownership
- 20 Authorized User's Property
- 21 Amendment
- 22 Assignment
- 23 Default by the Contractor
- 24 Termination for Convenience
- 25 Right of Set-off
- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
- 27 Contingency Fees –Federal Identified User Contracts
- 28 International Sanctions
- 29 Integrity Provisions - Federal Identified User Contracts
- 30 Entire Agreement
- 31 Code of Conduct for Procurement – Federal Identified User Contracts
- 32 Additional Provisions

### **2015A 01 (2016-04-04) Definitions**

In the Contract, the following terms shall have the following meanings:

**"Applicable Taxes"**

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, payable by Canada such as, the Quebec Sales Tax (QST);

**"Articles of Agreement"**

means only Section 6.35 to 6.52 of the Contract, and expressly excluding all Standard Acquisition Conditions and Clauses incorporated by reference and not set out in full therein, these general conditions, any supplemental general conditions, annexes, appendices, Statement of Work, the Offer, Standing Offer, or any other document appended to or referenced within any of the foregoing;

**"Authorized User"**

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means a Federal Identified User and/or Provincial/Territorial Identified User, who has issued a Call-up under the Standing Offer, resulting in this Contract;

"Authorized User's Property"

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Call-up"

means a Call-up issued in accordance with the Standing Offer by an Authorized User for the goods and services available thereunder;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes, appendices, the Call-up, and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the individual designated as the Contracting Authority in the Contract, or by notice to the Contractor, as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities to whom the Standing Offer is awarded to supply the goods and services to the Authorized User in accordance with a Call-up;

"Contract Price"

means the sum of all amounts stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the RFSO solicitation or, if there was no RFSO solicitation, the date of the Contract;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11;

"General Conditions 2009"

means general conditions 2009 (2016-04-04) Standing Offers – Goods or Services – Authorized Users, as amended;

"Offer"

means the Offer as submitted by the Contractor for the RFSO, accepted by Canada, resulting in the Standing Offer;

"Party"

means the Authorized User (or its Contracting Authority, as applicable), the Contractor or any other signatory to the Contract and "Parties" means all of them;

**“Provincial/Territorial Identified User”**

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

**“RFSO”**

has that meaning given to that term in the Standing Offer;

**“Standard Acquisition Clauses and Conditions” or “SACC”**

means the Standard Acquisition Clauses and Conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual identified by number, date and title.

**“Standing Offer”**

means the Standing Offer identified as E60PV-16LS00/B, as amended from time to time;

**“Total Estimated Cost”, “Revised Estimated Cost”, “Increase (Decrease)”**

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**“Work”**

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**“Working Day” means;**

- i. for Federal Identified Users, Monday to Friday, excluding statutory holidays recognized by the Government of Canada; and
- ii. for Provincial/Territorial Identified Users, Monday to Friday, excluding statutory holidays recognized in their province or territory, as applicable.

**2015A 02 (2015-12-18) Standard Clauses and Conditions**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract may be incorporated by reference and if so will form part of the Contract as though expressly set out in the Contract.

**2015A 03 (2015-12-18) Powers of Authorized User**

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

**2015A 04 (2015-12-18) Status of the Contractor**

1. The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the Contractor. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is

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engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2. Canada has made the Standing Offer available for use by Provincial/Territorial Identified Users in their own right. Canada is not operating as agent for the Provincial/Territorial Identified Users nor is Canada a third party beneficiary to any Contracts between the Contractor and any Provincial/Territorial Identified User. The Provincial/Territorial Identified User is solely responsible for issuance, management and associated liabilities of any Contract entered into with the Contractor.

#### **2015A 05 (2015-12-18) Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the RFSO closing date or, if there was no solicitation, the date of the Contract.

#### **2015A 06 (2015-12-18) Time of the Essence**

Time is of the essence in the performance of the Contract by the Contractor.

#### **2015A 07 (2015-12-18) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor;  
and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
  - a) the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b) the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.
6. The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2015A 08 (2015-12-18) Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by the Authorized User at destination or by the consignee. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2015A 09 (2015-12-18) Warranty**

1. For a period being the greater of 12 months after delivery and acceptance of the Work, or the length of the Contractor's or manufacturer's standard warranty period, the Contractor, if requested to do so, must replace, repair or correct, at its own option and expense, any defect, failure to conform with the requirements of the Contract or the manufacturer's performance specifications, as applicable.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with return of the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at such location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be agreed to between the Parties.

### **2015A 10 (2015-12-18) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment under the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a) the name of the Contracting Authority;
  - b) the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, Contract number, Authorized User Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - c) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - d) deduction for holdback, if applicable;
  - e) the extension of the totals, if applicable; and
  - f) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **2015A 11 (2015-12-18) Taxes**

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that occur between Offer submission and issuance of a Call-up. However, there will be no adjustment for any change to increase the Contract Price if public

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notice of the change was given before Offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

5. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **2015A 12 (2015-12-18) Transportation Costs**

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

#### **2015A 13 (2015-12-18) Transportation Carriers' Liability**

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### **2015A 14 (2015-12-18) Shipment Documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and Standing Offer/Call-up, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

#### **2015A 15 (2015-12-18) Payment Period**

1. The Authorized User's standard payment period is 30 days calculated from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2015A 16 (2015-12-18) Interest on Overdue Accounts**

1. This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction. This clause is not applicable to payments made by Government of Canada acquisition card (credit card).

2. For the purpose of this section:

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

**"date of payment for a Federal Identified User"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

**"date of payment for a Provincial/Territorial Identified User"** means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

3. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable. An amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract;
4. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. No interest is payable and the Authorized User will not pay interest on overdue advance payments;

**2015A 17 (2015-12-18) Audit**

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

**2015A 18 (2015-12-18) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

**2015A 19 (2015-12-18) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work and fulfill any warranty obligations in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Following delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

#### **2015A 20 (2015-12-18) Authorized User's Property**

The Contractor must take reasonable and proper care of all Authorized User's Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2015A 21 (2015-12-18) Amendment**

To be effective, any amendment to the Contract must be in writing and executed by the Contracting Authority and the authorized representative of the Contractor.

#### **2015A 22 (2015-12-18) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

#### **2015A 23 (2015-12-18) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Contracting Authority gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

#### **2015A 24 (2015-12-18) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Contracting Authority the portion of any advance payment that is unliquidated at the date of the termination.

#### **2015A 25 (2015-12-18) Right of Set-off**

Without restricting any right of set-off otherwise provided at law, the Authorized User may set-off any amount payable to the Authorized User by the Contractor under the Contract against any amount payable to the Contractor under the Contract or under any other current contract with the Authorized User. The Authorized User may deduct such amounts from any amounts otherwise payable to the Contractor which, by virtue of the right of set-off, may be retained by the Authorized User.

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### **2015A 26 (2015-12-18) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **2015A 27 (2015-12-18) Contingency Fees – Federal Identified User Contracts**

For any Contract with Federal Identified Users, the Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

### **2015A 28 (2015-12-18) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work or parts thereof, as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

### **2015A 29 (2016-04-04) Integrity Provisions –Federal Identified User Contracts**

The *Ineligibility and Suspension Policy* (the "**Policy**") and all related Directives in effect as of the RFSO solicitation period closing date are incorporated by reference into the RFSO, and form a binding part of the Contract with any Federal Identified User. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.

### **2015A 30 (2015-12-18) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, express or implied, unless and only to the extent they are incorporated by reference in the Contract. Any certificate provided by the Contractor as a condition precedent to receiving a Standing Offer, which is identified as applying to the Contract, is incorporated by reference and applies in full to apply to this Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

### **2015A 31 (2016-04-04) Code of Conduct for Procurement – Federal Identified User Contracts**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

Solicitation No. - N° de l'invitation  
E60PD-17FITN  
Client Ref. No. - N° de réf. du client  
E60PD-17FITN

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd041.E60PD-17FITN

Buyer ID - Id de l'acheteur  
pd041  
CCC No./N° CCC - FMS No./N° VME

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### **2015A 32 (2016-04-04) Additional Provisions**

1. If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be deemed to be severed from the Contract without affecting the enforceability or validity of any other part of the Contract.
2. The Contract is for the benefit of and binds the successors and permitted assigns of the Parties.

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E60PD-17FITN  
Client Ref. No. - N° de réf. du client  
E60PD-17FITN

Amd. No. - N° de la modif.  
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pd041.E60PD-17FITN

Buyer ID - Id de l'acheteur  
pd041  
CCC No./N° CCC - FMS No./N° VME

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## 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 more categories (Strength, Cardiovascular, free weights and miscellaneous and Rehabilitation).

Each row in the Financial Offer Template represents one item. Offerors must submit 100% of the requested information for each category 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 white fields must be populated by the Offeror. Fields that change to a red color are an indication that data in that field does not meet a mandatory requirement.

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

**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.