

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

| | |
|---|--|
| Title - Sujet GYMNASTIC EQUIPMENT | |
| Solicitation No. - N° de l'invitation W010X-13A060/02/A | Date 2013-01-23 |
| Client Reference No. - N° de référence du client W010X-13-A060 | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-8898 | |
| File No. - N° de dossier HAL-2-69255 (309) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-04 | Time Zone Fuseau horaire Atlantic Standard Time AST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A. | Buyer Id - Id de l'acheteur hal309 |
| Telephone No. - N° de téléphone (902) 496-5180 () | FAX No. - N° de FAX (902) 496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MARITIME FORCES ATLANTIC BUILDING D206, BOX 99000 STN FORCES HALIFAX NOVA SCOTIA B3K 5X5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There are no security provisions associated with the requirement.

2. Statement of Requirement

The Department of National Defence has a requirement for the supply, delivery, and installation of the items described in "Annex A" Statement of Requirement.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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 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 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1 Mandatory Technical Criteria

Bidders must supply technical literature with their bid in which the mandatory technical requirements for an item must be met for consideration of award. If, in some instance(s) this is not available, the bidder must note how their product meets the requirement. Canada reserves the right to verify any claims related to technical compliance with the mandatory technical specifications.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form -PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

1.2 Federal Contractors Program

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There are no security provisions associated with this requirement.

2. Requirement

The Department of National Defence has a requirement for the supply, delivery, and installation of the items described in "Annex A" Statement of Requirement.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Delivery

Mandatory delivery.

This requirement includes mandatory delivery date of 28 March 2013. All deliveries MUST be completed by this date. Firms who cannot meet this delivery will be deemed non-responsive and their bid will not receive further consideration.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blaine MacNeil
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 902-496-5180
Facsimile: 902-496-5117
E-mail address: blaine.macneil@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority:

The Project Authority for the Contract is: (to be named upon contract award)

Name:
Organization:
Telephone:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name:
Company:

Telephone:
Facsimile:
E-mail address:

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm price,

as detailed in "Annex B" Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 SACC Manual Clauses

H1000C Single Payment (2008-05-12)

7. Invoicing Instructions

H5001C Invoicing Instructions (2008-12-12)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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 Articles of Agreement;
- (b) 2010A General Conditions - Goods (Medium Complexity) (2012-07-16);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (insert date of bid)

11. SACC Manual Clauses

A9055C Scrap and Waste Material (2010-08-16)

Solicitation No. - N° de l'invitation

W010X-13A060/02/A

Client Ref. No. - N° de réf. du client

W010X-13-A060

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69255

Buyer ID - Id de l'acheteur

hal309

CCC No./N° CCC - FMS No/ N° VME

Annex B

| <u>Basis of Payment</u> | | | | | | | |
|-------------------------|-----------|----|-------------------|--------------------------------|---------------------------------|---------------------------------|-------------------------|
| | | | <u>Unit Price</u> | <u>Quantity</u> <u>(ea)</u> | <u>Extended</u> <u>Price</u> | <u>Delivery</u> <u>(lot)</u> | <u>Evaluation Total</u> |
| | | | | | | | |
| 1 | Treadmill | \$ | | 42 | \$ | \$ | \$ |

Minimum Mandatory Requirements

| 1 | Treadmill |
|------|--|
| 1.01 | Minimum 4 HP AC Peak Performance Motor |
| 1.02 | Minimum Incline Range of -3% to 15% |
| 1.03 | Maximum Speed of 15 MPH + |
| 1.04 | Must Be rated to Support 500 lbs user minimum |
| 1.05 | Electrical Cord Must Be A Minimum Of 12 Feet Long |
| 1.06 | Running Surface: Minimum Width 20" x Minimum Length 60", reversible maintaince free deck or individual Slates |
| 1.07 | Minimum 4" Tapered Rollers or Rubber Slates |
| 1.08 | Steel frame, Rust Resistant |
| 1.09 | Treadmill must be capable of continuous use |
| 1.10 | Must be, as a minimum, warrantied on-site: 7 years frame, 5 years drive motor, 3 years motor controller, 3 years parts and labour. |

Notes:

1.01

Minimum 4HP Peak Performance Motor is a requirement for treadmills being deployed, in efforts to enhance longevity.

1.02

The -3% allows the best simulation of many types of terrain normally encountered outdoors. Flat, uphill and downhill running require each require a unique skill set of muscle balance and coordination.

1.03

The CF have the required for varied speed training. This training and testing is often done in access of 14MPH. Max speed is often required for certain stress testing procedures.

1.04

The CF requires the highest levels of durability available for treadmills in use on HMCS vessels. Many of our users will travel at a high rate of speed and with full gear on. Given their weight and speed traveled, these users frequently exert in access of 500lbs of force on the treadmill surface.

1.07

The 4 inch roller, which uses a larger shaft and larger bearings (2 per side instead of 1)' has a noticeable snap-ring holding the bearings in place. By using snap-ring pliers to squeeze the 2 round eyelets together the snap-ring can be removed and the bearings can be slid off of the shaft for replacement. As the rest of the roller is machined out of steel, it never needs to be discarded, nor does a complete set of rollers need to be stocked in spare parts on a ship. In the case of the 3.5 inch roller with sealed bearings, they are not serviceable and the entire roller needs be replaced, which requires 2 of these to be stored in spare parts. The 4 inch rollers are mechanically balanced to ensure they have a vibration free operation. Something not considered on the 3.5 inch.

The larger shaft and larger rollers, which spin at a much slower rpm to achieve the same treadmill belt speed, last considerably longer before requiring maintenance or replacement as in the case of sealed bearings.