

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 SEATED MID ROW MACHINE	
Solicitation No. - N° de l'invitation W0102-130997/A	Date 2012-08-20
Client Reference No. - N° de référence du client W0102-13-0997	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-8746	
File No. - N° de dossier HAL-2-69141 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-01	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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 14 WING GREENWOOD, HGR 2 WSUP STATION MAIN, P.O. BOX 5000 GREENWOOD NOVA SCOTIA B0P 1N0 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 is no security requirement associated with the requirement.

2. Statement of Requirement

The Department of National Defence has a requirement for the supply and delivery of the items described in Annex A.

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 (one hard copy)

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 the Line Item Detail on page 2 of the solicitation. 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

1.1.1 Mandatory Technical Criteria

Bidders must bid complete the cross-reference grid (Annex C) for all the item requested for consideration of award. All mandatory requirements must be met through way of cross-referencing with product literature supplied with the bid. If, in some instance(s) this is not available, the bidder is to note how their product meets the requirement.

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. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

() I have submitted the Code of Conduct Certification(s) with our Bid as detailed above.

Signature: _____ Date: _____

2. 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.

2.1 Federal Contractors Program

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () 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;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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 the requirement.

2. Requirement

The Department of National Defence has a requirement for the supply and delivery of the items described in the line item detail.

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

Delivery is requested within three (3) weeks ARO.

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: Department of National Defence

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 the line item detail. 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) the Contractor's bid dated _____ (insert date of bid)

11. SACC Manual Clauses

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

Annex A

Statement of Requirement

Stepmill:

Max user weight 350lbs (or greater)
Requires the following fitness tests - Multi Stage fitness test and the CPAT fire fit test
Must have 9" fixed step height
Must have eight 9" steps
Must have a revolving staircase
Must be chain driven

Seated Mid Row:

Must have a ratchet seat adjustment
Must have contoured foot rests for stability and support
Must be selectorized
Must have a step thru design
Must have an integrated head support to maintain a neutral spine
Must have a biomechanical design to provide a functional movement or exercise

Biceps Curl:

Must be selectorized
Must be cable driven so it automatically adjusts to different arm lengths
Must have swivelling pulleys to enable pronated, neutral, and supinated positions
Must have a set thru design

Triceps Pulldown:

Must be selectorized
Max length 60"
Max width 50"
Must have 0-25 degrees angled back pad for proper back support

Chin Dip Assisted:

Max length 65"
Max width 60"
Weight stack minimum 250lb
Must have a step pad (not knee pad)

Spin Bike:

Must be chain driven
Must be equipped with coaching or training video system
Must be capable of creating own programs and have full user's data storage (including heart rate, riding position, hand position, time, distance, calories)

Elliptical:

Must have console feedback with time, resistance level, distance, calories, RPM, program name, watts, mets, laps, speed, and heart rate.

Must have contact and telemetric readings

Must have 20+ levels

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File No. - N° du dossier

HAL-2-69141

Buyer ID - Id de l'acheteur

ha1309

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

W0102-13-0997

CCC No./N° CCC - FMS No/ N° VME

Treadmill:

Must have console feedback with time, distance, calories, pace, speed, incline, pulse, mets

Must have contact and telemetric readings

Must have a speed of 12mph or greater

Must have an incline of 15% or greater

All equipment must be full commercial (no restrictions on daily use related to usage or warranty) as well as having extended warranty provisions as follows: 4 years frame/2 years parts/labour).

Annex B - Cross-Reference

Cross Reference location (or description of how requirement is met)

Stepmill:

Max user weight 350lbs (or greater)
Requires the following fitness tests - Multi Stage fitness test and the CPAT fire fit test
Must have 9" fixed step height
Must have eight 9" steps
Must have a revolving staircase
Must be chain driven

Seated Mid Row:

Must have a ratchet seat adjustment
Must have contoured foot rests for stability and support
Must be selectorized
Must have a step thru design

Must have an integrated head support to maintain a neutral spine
Must have a biomechanical design to provide a functional movement or exercise

Biceps Curl:

Must be selectorized
Must be cable driven so it automatically adjusts to different arm lengths
Must have swivelling pulleys to enable pronated, neutral, and supinated positions
Must have a set thru design

Triceps Pulldown:

Must be selectorized
Max length 60"
Max width 50"

Must have 0-25 degrees angled back pad for proper back support

Chin Dip Assisted:

Max length 65"
Max width 60"
Weight stack minimum 250lb
Must have a step pad (not knee pad)

Spin Bike w/computer:

Must be chain driven
Must be equipped with coaching or training video system

Must be capable of creating own programs and have full user's data storage (including heart rate, riding position, hand position, time, distance, calories)

Elliptical:

Must have console feedback with time, resistance level, distance, calories, RPM, program name, watts, mets, laps, speed, and heart rate.

Must have contact and telemetric readings

Must have 20+ levels

Treadmill:

Must have console feedback with time, distance, calories, pace, speed, incline, pulse, mets

Must have contact and telemetric readings

Must have a speed of 12mph or greater

Must have an incline of 15% or greater

All equipment must be full commercial (no restrictions on daily use related to usage or warranty) as well as having extended warranty provisions as follows: 4 years frame, 2 years parts/labour)

Annex C - Basis of Payment							
Item	Description		Unit of measure	Quantity	Price	Extended Total (Q*P)	
1	Stepmill		Ea	2	\$	\$	
2	Seated Mid Row		Ea	1	\$	\$	
3	Biceps Curl		Ea	1	\$	\$	
4	Triceps Pulldown		Ea	1	\$	\$	
5	Selectorized Chin Dip Assisted		Ea	1	\$	\$	
6	Spin Bike w/computer		Ea	1	\$	\$	
7	Elliptical		Ea	2	\$	\$	
8	Treadmill		Ea	2	\$	\$	
9	Delivery		Lot	1	\$	\$	
				Evaluation Total:		\$	