

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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 Legs Plyometric Rehabilitation Mach	
Solicitation No. - N° de l'invitation W3931-120082/B	Date 2012-04-27
Client Reference No. - N° de référence du client W3931-120082	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-939-60367	
File No. - N° de dossier pv939.W3931-120082	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-11	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Quinn, Laurie	Buyer Id - Id de l'acheteur pv939
Telephone No. - N° de téléphone (819) 956-3824 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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
Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CENTRAL MEDICAL EQUIPMENT DEPOT 105 MONTGOMERY ROAD BLDG. BLDG-104A CFB PETAWAWA PETAWAWA, ON. K8H 2X3 ATT: RECEIPTS SUPERVISOR	W3931	DEPARTMENT OF NATIONAL DEFENCE 1745 ALTA VISTA DR. ATT: MICHEL CARISSE OTTAWA Ontario K1A0K6 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	MACHINE FOR LOWER EXTREMITIES AS PER ANNEX "B" MANDATORY SPECIFICATIONS.	D - 1	W3931	11	Each	\$ XXXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

This bid solicitation cancels and supersedes previous bid solicitation number W3931-120082/A dated 2012-02-28 with a closing of 2012-04-10 at 02:00 pm.

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Solicitation No. - N° de l'invitation

W3931-120082/B

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

W3931-120082

Amd. No. - N° de la modif.

File No. - N° du dossier

pv939W3931-120082

Buyer ID - Id de l'acheteur

pv939

CCC No./N° CCC - FMS No/ N° VME

Annex A Requirement
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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under the "Line Item Detail".

2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional fifteen (15) plyometric exercise rehabilitation machines for lower extremities under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

3. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 the province of Ontario, Canada.

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 (2) copies)
Section II: Financial Bid (one (1) copy)
Section III: Certifications (one (1) 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.

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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

1.1 Section I: Technical Bid

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

1.1.1 Manuals

One (1) English operator manual (hard copy or PDF) per machine (French if available, otherwise Contractor grants DND the right to translate and distribute internally) must be provided. One (1) English maintenance and service manual (hard copy or PDF) per order (French if available, otherwise Contractor grants DND the right to translate and distribute internally) must be provided.

1.1.2 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (____) No (____)

1.1.3 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: _____

Postal Code: _____

1.1.4 Delivery

While delivery is requested as soon as possible, the best delivery that could be offered by the Bidder is _____.

1.1.5 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

1.2 Section II: Financial Bid

The bidder must quote a firm unit price, DDP (Petawawa, Ontario), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and taxes must be included.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

1.2.1 SACC Manual Clauses

C3011T Exchange Rate Fluctuation 2010-01-11

1.3 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

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

Factors for Evaluation

1. **PRICING BASIS (MANDATORY):** Prices must be firm, DDP Delivered Duty Paid.
2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**
 - a) **For Items Defined by Specifications:**

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
 - b) **Provision of Supporting Technical Documentation:**

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.
3. **COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)**
4. **FOR CANADIAN SUPPLIERS ONLY:** Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein. (MANDATORY if applicable)

1.1.1 Mandatory Technical Criteria

See Annex "B"

1.2 Financial Evaluation

The lowest evaluated price will be established using the following criteria:

- a) prices will be evaluated in Canadian Funds including any applicable Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.

-
- b) prices will be evaluated on a DDP Petawawa, Ontario.
 - c) for bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total of the plyometric exercise rehabilitation machines for lower extremities with the cost for the optional estimated quantities for the plyometric exercise rehabilitation machines for lower extremities. The estimated quantities identified will be used for each option year.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest aggregate evaluated price (including the option quantities) 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Federal Contractors Program for Employment Equity - Certification

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

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

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, 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, 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;
- (d) () 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:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

2.1 Requirement

The Contractor must provide the items detailed under the Line Item Detail.

2.2 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional fifteen (15) machines under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within forty-eight (48) months after contract award by sending a written notice to the Contractor.

2.3 Manuals

Two (2) complete sets of user documentation in English and French must be supplied with the One (1) English operator manual (hard copy or PDF) per machine (French if available, otherwise Contractor grants DND the right to translate and distribute internally) must be provided. One (1) English maintenance and service manual (hard copy or PDF) per order (French if available, otherwise Contractor grants DND the right to translate and distribute internally) must be provided.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2011-05-16 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before (to be filled in only at contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
Laurie Quinn
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Hull, Quebec, K1A 0S5
Telephone: (819) 956-3824
Facsimile: (819) 956-3814
E-mail address: laurie.quinn@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 (to be filled in only at contract award)

The Technical Authority for the Contract is:

Name: _____
 Telephone: (____) _____
 Facsimile: (____) _____
 E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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 DND Procurement Authority (to be filled in only at contract award)

The DND Procurement Authority for the Contract is:

Name: _____
 Telephone: (____) _____
 Facsimile: (____) _____
 E-mail address: _____

The DND Procurement Authority is responsible for the DND contract management and for the authorization of all work against this contract.

5.4 Contractor's Representative (*fill in*)

The telephone number of the person responsible for:

General enquiries
 Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

Delivery Follow-up
 Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract as specified in Annex A for a cost of \$ _____ (to be filled in only at contract award). Customs duties and tax 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

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

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 the province of Ontario, Canada.

10. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2011-05-16) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement
- (d) Annex B, Mandatory Specifications;
- (e) the Contractor's bid dated _____ (insert date of bid).

11. Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Petawawa, Ontario Incoterms 2000 for shipments from a commercial contractor.

2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A**REQUIREMENT / BASIS OF PAYMENT**

The Department of National Defence (DND), has a requirement for a Plyometric Exercise Rehabilitation Machine for lower extremities in accordance with the mandatory specifications detailed in Annex B.

Description	Firm Qty	Firm unit price	Estimated Optional Qty	1st Option Year Firm unit price	2nd Option Year Firm unit price	3rd Option Year Firm unit price
Plyometric Exercise Rehabilitation Machine for lower extremities	11	\$_____	15	\$_____	\$_____	\$_____

ANNEX B MANDATORY SPECIFICATIONS

Scope

The plyometric exercise rehabilitation machine must be designed to produce controlled stressing movements in lower extremities, and improve the functions of the muscular and nervous system.

1.0 Must include a bench size of 80cm (W) x 270 (L) ±10cm of tolerance;

Reference in Contractors Proposal: _____

2.0 Must have selectable resistance minimum range 10kg to 100kg ±5kg of tolerance;

Reference in Contractors Proposal: _____

3.0 Machine weight maximum must be 90 kg;

Reference in Contractors Proposal: _____

4.0 Must have adjustable padded kickplate;

Reference in Contractors Proposal: _____

5.0 Carriage capacity must be minimum 180kg;

Reference in Contractors Proposal: _____

6.0 Must include a padded backrest;

Reference in Contractors Proposal: _____

7.0 Must include a cushioned headrest;

Reference in Contractors Proposal: _____

8.0 Must come with multi-user lateral handles;

Reference in Contractors Proposal: _____