

**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 FITNESS EQUIPMENT	
Solicitation No. - N° de l'invitation W010X-14A002/C	Date 2014-02-21
Client Reference No. - N° de référence du client W010X-14-A002	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-9217	
File No. - N° de dossier HAL-3-71028 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-07	
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 M.F.ATL.BLDG D206 2ND FL. HALIFAX NOVA SCOTIA B3K5X5 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

This bid solicitation cancels and supersedes previous bid solicitation number W010X-14A002/B dated 23 Dec 2013 with a closing of 04 Feb 2014 at 14:00.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The Department of National Defence has a requirement for the supply and delivery to one central location of fitness equipment for use on approximately 16 ships and three fitness centres all in a 24/7 usage environment. It is intended that this solicitation could result in up to three separate awards:

1) Bikes

The requirement is fully detailed in Annex A Statement of Requirement.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be 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
(<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 2003 (2013-06-01) 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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 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.

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 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 Bid

In their technical bid, bidders are to supply a user manual demonstrating how their proposal meets the mandatory requirements for each item offered. **Bidders MUST provide two copies of the technical bid void of any financial information.**

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes are to be shown separately if included.

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

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 evaluated price will be recommended for award of a contract.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes 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. Threeseparate contracts will be awarded (per bike).

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - [Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There are no security provisions associated with the Requirement.

2. Requirement

The Contractor agrees to deliver the items detailed 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
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Delivery

4.1 Delivery Date

Delivery must be completed by 31 March 2014.

Delivery by this date is mandatory. If delivery is not met by this date the contract will be terminated.

4.2 Delivery Terms

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blaine MacNeil
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, Nova Scotia, B3J 3C9

Telephone: 902-496-5180

Facsimile: 902-496-5016

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 Project Authority (named upon award of contract)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone

The Project 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:

Organization:

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 firm lot price(s), as specified in Annex B, Basis of Payment. Customs duties are insert included and Applicable Taxes are extra.

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 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7. Invoicing Instructions

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.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

8.2 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

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) the general conditions 2010A (2013-04-25);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ and any applicable amendments

Solicitation No. - N° de l'invitation

W010X-14A002/C

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71028

Buyer ID - Id de l'acheteur

hal309

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

W010X-14-A002

CCC No./N° CCC - FMS No/ N° VME

Annex A

Statement of Requirement

See Attachment Statement of Requirement

Annex B

Basis of Payment

See Attachment "Basis of Payment"

ANNEX A Statement of Requirement (includes required cross-reference)

Note - awards will now be made by bike type (up to 3 awards)

1. BIKES

A) Recumbent Bikes

1. Must have wireless & contact heart rate
2. Belt or chain driven
3. Must be self-powered
4. 21+ resistance levels
5. Must be rated to support 350+ lbs user
6. Must be CSA approved where applicable

Cross-Reference

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

B) Indoor Cycling Bikes

1. Seat must be able to be adjusted upwards and downwards with no tools required (i.e. quick release)
2. Handlebars must be able to be adjusted upwards and downwards with no tools required (i.e. quick release)
3. Optional toe straps required
4. Must be rated to support 350+ lbs user

Cross-Reference

- 1.
- 2.
- 3.
- 4.

C) Upright Bikes

1. Must have wireless & contact heart rate
2. Belt or chain driven
3. Must be self-powered
4. 21+ resistance levels
5. Must be rated to support 350+ user
6. Must be CSA approved where applicable

Cross-Reference

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Upright and Recumbent Bikes:

Due to the nature of this requirement, the upright and recumbent bikes must be **considered fully commercial and certified by the manufacturer on signed letterhead for continual use** in a 24/7 environment (no restrictions on daily usage) for the following:

Parts (mechanical and electrical): 2 years

Labour: 1 year

Spin Bikes:

The spin bikes must be considered fully commercial for continual use in a 24/7 environment but a letter from the manufacturer is not required. The labour warranty may be provided by the dealer.

Parts (mechanical and electrical): 2 years

Labour: 1 year

For ALL items:

The vendor must reply to the facility within forty eight hours of a problem being reported. The work must be completed within fourteen days of being reported OR the unit must be replaced at the vendor's expense.

In the case of equipment being on a ship at sea, the vendor must agree to the same conditions once the ship is docked in Halifax.

Annex C Basis of Payment (Financial Evaluation)

Equipment (required by 31 March 2014):

<u>A</u>			<u>Price/unit</u>	<u>\$Deliver y/unit</u>	<u>Qty</u>	<u>Extended Price</u>	<u>Total equipment value for Evaluation</u>
1)	Upright Bikes		\$	\$	18	\$	
2)	Recumbent Bikes		\$	\$	10	\$	
3)	Spin Bikes		\$	\$	26	\$	\$

Notes:

- Each bike type will be awarded separately.
- Bidders may bid on any or all line items (bidding on all items is not required).
- Please do not give more than one price per line item. i.e. do not give a lower rate based on an award of multiple line items because it can not be considered in the evaluation and will be ignored.
- Delivery/unit - this is to Shannon Park only (does not include move, setup, etc, which is covered below).

Move/setup, etc (after 31 March 2014):

"H"

"R"

Please provide an hourly rate for 'call-ups' made by DND to have the bikes locally moved/installed. This is required. Any travel costs will not be paid by DND and hourly rate won't begin until the contractor arrives at DND location.

<u>B</u>	<u>Item</u>		<u>Quantity</u>	<u>Est. Ppl</u>	<u>Est. Hrs</u>	<u>Ttl Est.</u>	<u>Rate/hr</u>	<u>Ttl Est. Cost</u>
				<u>Req'd</u>	<u>Req'd</u>	<u>Hours</u>		<u>("H" * "R")</u>
1)	Upright Bikes		18	2	2	72	\$	\$
2)	Recumbent Bikes		10	2	2	40	\$	\$
3)	Spin Bikes		26	2	2	104	\$	\$

Evaluation per line item will be based on the total equipment cost in chart A + ttl est. cost in chart B.

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