

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
**86 Clarence Street, 2nd floor**  
**Kingston**  
**Ontario**  
**K7L 1X3**  
**Bid Fax: (613) 545-8067**

## 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**

<b>Title - Sujet</b> Gymnasium Equipment		
<b>Solicitation No. - N° de l'invitation</b> W0125-155095/A	<b>Date</b> 2014-08-12	
<b>Client Reference No. - N° de référence du client</b> W0125-15-5095		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-620-6400		
<b>File No. - N° de dossier</b> KIN-4-42054 (620)	<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 2014-09-22</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Porter, Marta M.		<b>Buyer Id - Id de l'acheteur</b> kin620
<b>Telephone No. - N° de téléphone</b> (613) 547-7587 ( )		<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 8 Wing Supply M.D.C 30 East North Star Dr. Building 66 Trenton Ontario K0K3W0 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**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**See Attached**

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**TITLE: Gymnasium Equipment**

**PART 1 - GENERAL INFORMATION**

**1. Requirement**

Canadian Forces Base Trenton, Astra Ontario, has a requirement for the supply and delivery of a variety of Gymnasium Equipment, as per the minimum mandatory technical specifications listed in Annex A - Requirement.

**2. 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.

**3. Trade Agreements**

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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## 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) (<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](#) (2014-06-26) 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.

### 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 Ontario.

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

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Financial Bid (1 hard copy)

Section II: 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) (<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: Financial Bid**

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

##### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section II: Certifications**

Bidders must submit the certifications required under Part 5.

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## **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 Financial Evaluation**

##### **1.1.1 Mandatory Financial Criteria**

The Bidder must provide firm pricing in Canadian currency for all items in Annex B entitled "Basis of Payment". The Bidder's pricing must not be indexed to any currency exchange rates or commercial index. The format of the Pricing Basis must not be altered.

#### **1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **2. Basis of Selection**

- 2.1** 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.



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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

Canadian Forces Base Trenton, Astra Ontario, has a requirement for the supply and delivery of a variety of Gymnasium Equipment, as per the minimum mandatory technical specifications listed in Annex A - 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 (2014-06-26), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Delete: 2010A (2014-06-26) 09 – Warranty

Insert: 2010A (2014-06-26) 09 – Warranty

Treadmill – Warranty to be minimum 5 years for parts and minimum 1 year for labour after delivery and acceptance of the work.

Elliptical – Warranty to be minimum 2 years for parts and minimum 7 years for frame after delivery and acceptance of the work.

Warranty for all remaining equipment to be twelve (12) months after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before January 6, 2015.

#### 4.2 Shipping Instructions - FOB Destination and DDP

Incoterms 2000 "DDP Delivered Duty Paid" CFB Trenton, Astra ON.

### 5. Authorities

#### 5.1 Contracting Authority

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The Contracting Authority for the Contract is:

Name: Marta Porter  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street  
Kingston ON., K7L 1X3  
Telephone: 613-547-7587  
Facsimile: 613-545-8067  
E-mail address: marta.porter@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 Technical Authority for the Contract is: **(To be entered at time of Contract Award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 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 Contractor's Representative (To be entered by the Bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B – Basis of Payment for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are 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

## **6.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

## **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.

## **8. Certifications**

### **8.1**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

## **9. Applicable Laws**

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

## **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;

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- (b) the general conditions 2010A (2014-06-26) - Goods (Medium Complexity);
  - (c) Annex A, Requirement;
  - (d) Annex B, Basis of Payment;
  - (e) the Contractor's bid dated \_\_\_\_\_ .

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## **ANNEX "A"**

### **REQUIREMENT**

**CFB Trenton has a requirement for the supply and delivery of various gymnasium equipment, as follows:**

#### **Minimum Mandatory Technical Specifications:**

##### **Dumb bells**

Must be a minimum, but not limited to: 5 lbs to 120 lbs in 5lb increments  
1 pair of each  
Chrome handle, straight round with knurling  
Welded steel with urethane coating  
Weight engraved on surface  
Anti-roll design

##### **Treadmill**

Quick start  
Speed: 0 to a minimum 15 kph  
Max user weight: minimum 400 lbs  
Display to read: time, pace, calories, distance, heart rate, incline  
Heart rate monitor compatible  
Incline: minimum 0-15%  
Rollers: minimum 2.5" crowned with sealed bearings  
Running Surface Length: minimum width of 20", minimum length of 60"  
Minimum 4HP AC motor  
Reversible Deck (silicone impregnated or equivalent)  
Heavy commercial grade  
Warranty: minimum 5 years parts, 1 year labour

##### **Elliptical**

Must be capable of self-power  
User weight capacity: minimum 350 lbs  
Display to include calories, time, resistance level, strides/min, distance  
Moving handlebars  
Integrated wheels  
Resistance levels: minimum 20  
Warranty: parts minimum 2 years, frame minimum 7 years  
Heavy commercial grade

##### **4 Station Universal Gym**

11 gauge steel, powder coated frame  
Station 1: lat pull down, minimum weight stack 260 lbs  
Station 2: seated row, minimum weight stack 260 lbs  
Station 3: tricep pull down, minimum weight stack 160 lbs  
Station 4: adjustable pulley, minimum weight stack 160 lbs  
Heavy commercial grade

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### **Stair Mill**

Revolving fixed step with step height minimum 8-9 inches  
Ergonomically designed handrails  
Display to include: time, speed, floors climbed, calories  
Minimum 20 resistance levels  
Max user weight: minimum 350 lbs  
Warranty: minimum 2 years parts

### **Spin Bikes**

Non-wear magnetic resistance  
Rear flywheel  
Adjustable Shimano combo pedals  
Integrated wheels for transport  
Computer with readout to include distance, speed, watts, RPM, gear, time  
4-way adjustable seat  
Handlebars to adjust up/down, forward/aft  
Max width: 27"  
Max unit weight: 90 lbs

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## ANNEX "B"

### BASIS OF PAYMENT

#### **Pricing Instructions:**

Bidders will provide firm, all-inclusive unit prices (exclusive of HST). H.S.T., if applicable, is extra to the prices herein and shall be shown on any invoice as a separate item. Customs duties are included.

**Incoterms 2000 "DDP Delivered Duty Paid" to CFB Trenton, Astra Ontario.**

<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
Elliptical Trainers	6	\$ _____	\$ _____
Treadmills	3	\$ _____	\$ _____
Spin Bikes	10	\$ _____	\$ _____
4 Station Universal Gym	1	\$ _____	\$ _____
Set dumbbells 5-120 lbs	1	\$ _____	\$ _____
Step Trainers	3	\$ _____	\$ _____