



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet Équipement sportif	
Solicitation No. - N° de l'invitation W6509-152757/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W6509-152757	Date 2016-02-18
GETS Reference No. - N° de référence de SEAG PW-\$MTA-825-13722	
File No. - N° de dossier MTA-5-38330 (825)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-09	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
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: Austin-Gomez, Cindy	Buyer Id - Id de l'acheteur mta825
Telephone No. - N° de téléphone (514) 496-3883 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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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The above mentioned Request for Proposal is hereby amended as follow:

- 1) The Request for Proposal is deleted in its entirety and replace by the following document:**

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CARDIO EQUIPMENT FOR GYM

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Annex A, 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.

4. Trade Agreements

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

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 (2015-07-03) 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

1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of material

B3000T (2006-06-16), Equivalent products

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.

2.1 Improvement of Requirement during Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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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 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 Quebec.

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 at Annex B- Basis of payment. 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: 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. It is not enough to simply repeating the statement contained in the solicitation.

Substantial Information

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified in Annex A - Requirement can be found.

Note: for the sake of consistency and to help the team responsible of the technical bid, Bidders could use the tables provided for this purpose in Annex "C" - Evaluation.

Section II: Financial Bid

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

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange rate fluctuation

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

This requirement is divided into 1 categorie:

- **Cardio category:** To be considered compliant in this category, the Bidder must bid on all the items listed in that category. The items listed in this category are items 1 (Stair climber), 2 (Commercial treadmills) and 3 (Elliptical).

1.1.1 Mandatory Technical Criteria

Mandatory criteria are listed at Annex C - Evaluation.

1.2 Financial Evaluation

SACC Manual Clause **A0222T (2014-06-26)**, Evaluation of Price – Canadian/Foreign Bidders

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 evaluated price will be recommended for award of a contract.

The evaluated price is the total price including items 1 to 3 of the cardio category.

If two or more responsive bids have the same lowest price, the bid with the lowest evaluated price and with the earliest date of delivery, installation and start-up will be recommended for award of a contract.

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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, 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 will 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) 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The contractor must provide the items detailed under Annex **B – Basis of payment** and in accordance with 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 (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Delete: section 9(1) of 2010A, Conditions - Goods (Medium Complexity), in its entirety

Insert: Despite inspection and acceptance of the work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be as follow:

-For items 1 and 3 as identified in Annex A:

twenty-four (24) months (inclusive of parts and labour) on mechanical and electronic components, and twelve (12) months (inclusive of parts and labour) on all other parts after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

-For items 2 as identified in Annex A:

sixty (60) months (inclusive of parts and labour) on drive motors, absorption, systems and frame, twenty-four (24) (inclusive of parts and labour) on electronic components and twelve (12) months (inclusive of parts and labour) on all other parts 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, installed and started up on **March 31st 2016** at the latest.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Austin-Gomez

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Address: Royal Military College Saint-Jean
15 Jacques Cartier North
Building Delery (E-2057)
Saint-Jean-sur-Richelieu, Qc
J3B 8R8

Telephone: (450) 358-6777 X5745

E-mail address: cindy.austin-gomez@tpsgc-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

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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.

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5.3 Contractor's Representative

Name: _____

Phone: _____

Facsimile: _____

E-Mail: _____

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 of \$ _____ (*will be indicated in the contract*) . 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 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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.

Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the following address for certification and payment.

- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.3 **Clauses du *Guide des CCUA***

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. **Certifications**

7.1 **Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

8. **Applicable Laws**

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

9. **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 (2015-09-03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of payment;
- (e) the Contractor's bid dated _____

10. **Defence Contract**

SACC Manual clause A9006C (2012-07-16) Defence Contract

11. **SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods
 G1005C (2008-05-12), Insurance
 A9062C (2011-05-16), Canadian Forces Site Regulations
 B1501C (2006-06-16), Electrical Equipment

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12. Shipping instructions – Delivery at destination

The contractor must communicate with the project authority, as identified in Article 5.2 of the contract, at least 48 hours before the expected delivery date. This will enable the project authority to ensure that the space required to accommodate the new equipment is free for the contractor to deliver and install.

The delivery destination is:

Vanier Building (Main entrance complex Absolu)
15 Jacques-Cartier Nord
Saint-Jean-sur-Richelieu, Qc
J3B 8R8

ANNEX "A"**REQUIREMENT**Background :

In order to ensure and maintain the quality of the training provided for 300 military staff of the Military College as well as the 200 sport center members using our facilities daily, the equipment must be of commercial quality, i.e, equipment that can withstand up to 16 hours of intensive use per day, seven days a week. The clientele that will use the equipment is heterogeneous: some have severe weight problems or physical disabilities, while others are elite athletes (national and international level). Thus, the equipment must be designed and made to resist to a high level of training. The fitness equipment will be used by individuals or groups under the supervision of a fitness instructor. A certain level uniformity of equipment is therefore required in order to ensure proper synchronicity. Consequently, if the requested quantity is superior to 1, it would be preferable that it comes from one manufacturer only.

CARDIO CATEGORY

ITEM 1	Stair climber	Quantity: 1
---------------	----------------------	--------------------

Specifications

- Telemetry heart monitor
- Self-powered
- Multi-language Display (French and English)
- 8 Training programs minimum
- Console display LED or LCD which shows
 - Time
 - Calories
 - Watts and METS
 - Steps or floors per minute or step rate
 - Floors climbed
- Support handlebars

ITEM 2 Commercial Treadmills Quantity: 4Specifications

- Telemetry heart monitor
- Multi-language Display (French and English)

- 10 Training programs minimum
- Console display LED or LCD which shows
 - Time

 - Incline
 - Calories
 - Watts and METS
 - Distance
 - Speed
- Motor or Drive System 4HP Minimum

- Running surface minimum width of 50 cm and minimum length of 162 cm
- Power requirements 120 volts (20 AMP)
- Speed range of 0,5 to 15 mph or 0,8 to 24,1 km/h
- Incline range between 0 to 15%
- Emergency stop
- Front and side Handrails

ITEM 3 Elliptical Quantity 1Specifications

- Telemetry heart monitor
- Self-powered

- Oversized non-slip footrests
- Multi-language Display (French and English)
- 8 Training programs minimum
- Minimum of 20 resistance levels
- Console display LED or LCD which shows
 - Time

 - Calories
 - Watts and METS
 - Distance
 - Speed
- Support handlebars

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The contractor must be able to respond to service calls within 48 hours (not counting weekends and statutory holidays) under the manufacturer's warranty.

Delivery and Installation

Each apparatus shall be transported, delivered, installed and started up at the destination so it is ready for use, i.e. in the training facility identified on site by the Designated DND representative.

6.3 **Clauses du *Guide des CCUA***

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. **Certifications**

7.1 **Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

8. **Applicable Laws**

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

9. **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 (2015-09-03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of payment;
- (e) the Contractor's bid dated _____

10. **Defence Contract**

SACC Manual clause A9006C(2012-07-16) Defence Contract

11. **SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods
 G1005C (2008-05-12), Insurance
 A9062C (2011-05-16), Canadian Forces Site Regulations
 B1501C (2006-06-16), Electrical Equipment

ANNEX "B"
Basis of payment

Cardio Category						
Item #	Description	Required Quantity	Manufacturer	Model	Unit Price (Delivery and Installation included)	Total Price (Delivery and Installation included)
1	Stair climber	1				
2	Commercial treadmills	4				
3	Elliptical	1				
s						
n						

TOTAL PRICE (TAXES EXCLUDED): _____

Required delivery, installation and start up date: at the latest _____ 2015

Annex "C"		
Mandatory technical requirement checklist		
<p>Message to Bidders: This checklist is for bidding and evaluation purpose only and will not be included in the signed contract.</p>		
Technical mandatory requirement	Compliant (Yes/No)	Comments
<u>Stair climber</u>		
· Telemetry heart monitor		
· Self-powered		
· Multi-language Display (French and English)		
· 8 Training programs minimum		
· Console display LED or LCD which shows		
o Time		
o Calories		
o Watts and METS		
o Steps or floors per minute or step rate		
o Floors climbed		
· Support handlebars		
<u>Commercial treadmills</u>		
· Telemetry heart monitor		
· Multi-language Display (French and English)		
· 10 Training programs minimum		
· Console display LED or LCD which shows		
o Time		
o Incline		
o Calories		
o Watts and METS		
o Distance		
o Speed		
· Motor or Drive System 4HP Minimum		
· Running surface minimum width of 50 cm and minimum length of 162 cm		
· Power requirements 120 volts (20 AMP)		
· Speed range of 0,5 to 15 mph or 0,8 to 24,1 km/h		
· Incline range between 0 to 15%		
· Emergency stop		
· Front and side Handrails		
<u>Elliptical</u>		
· Telemetry heart monitor		
· Self-powered		
· Oversized non-slip footrests		
· Multi-language Display (French and English)		
· 8 Training programs minimum		
· Minimum of 20 resistance levels		
· Console display LED or LCD which shows		
o Time		
o Calories		
o Watts and METS		
o Distance		
o Speed		
· Support handlebars		