



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**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> Fitness Equipment	
<b>Solicitation No. - N° de l'invitation</b> W0501-180126/A	<b>Date</b> 2018-01-16
<b>Client Reference No. - N° de référence du client</b> W0501-180126	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-018-5360	
<b>File No. - N° de dossier</b> MCT-7-40064 (018)	<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 2018-02-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Lisa M.	<b>Buyer Id - Id de l'acheteur</b> mct018
<b>Telephone No. - N° de téléphone</b> (506) 851-7811 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE LPO SECTION BLDG B-10 PO BOX 17000 STN FORCES OROMOCTO New Brunswick E2V4J5 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**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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](#) (2017/04/27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C9000T	Pricing	2010/08/16

### **2.2 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.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

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

### 3.1 Bid Preparation Instructions

Section I: Financial Bid (1 copy)  
Section II: Certifications (1 copy)

**Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.**

#### Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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.

#### 4.1.1 Financial Evaluation

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

### 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS 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. Unless specified otherwise, 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 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.

### **5.1 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.1.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour/s website) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010A](#) (2016/04/04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before 28 March 2018.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Martin  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 851-7811  
Facsimile: (506) 851-6759  
E-mail address: lisa.m.martin@pwgsc-tpsgc.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.

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name:  
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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### 6.5.3 Contractor's Representative (Offeror please complete)

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment- Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s)", as specified in Annex B for a cost of \$ \_\_\_\_\_. 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.

#### 6.6.2 Limitation of price

SACC Manual clause [C6000C](#) (2017/08/17) Limitation of price

#### 6.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008/05/12), Single Payment

#### 6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.7 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.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.9 Applicable Laws

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

### 6.10 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](#) (2016/04/04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_

### 6.11 SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

### 6.12 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Department of National Defence, Oromocto, NB Incoterms 2000 for shipments from a commercial contractor.

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mct018  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" –STATEMENT OF WORK**

**See attached documents**

**ANNEX "B" – BASIS OF PAYMENT**

<b>Item number</b>	<b>Description</b>	<b>Quantity required</b>	<b>Total Price</b>
1	Hexagonal Dumbbells	54 pairs	
2	Barbell weights	10	
3	Pack of Olympic plates completely coated with Urethane finish	145 pairs	
4	Competition Bumper plates	40	
5	Spider racks rotational Olympic plate rack	10	
6	Olympic Bar vertical Holder	5	
7	Pack of 11 accessories	7 (of 11 accessories)	
8	Pairs of spring-lock collars	20	
9	Elliptical	3	
10	Kettlebells	20 pairs	
11	Wallballs	22	
12	Sheeted Fitness Tubes	30	
13	Medicine ball rack	1	
14	Stability balls	20	
15	Swiss ball stacking rings	20	
16	Standing mat rack	1	
17	Delivery cost	1	
Sub-total			
15 % tax			
Total			

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mct018  
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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



# **Annex A**

## **STATEMENT OF WORK**

**For**

### **PROCUREMENT AND DELIVERY OF NEW PHYSICAL FITNESS EQUIPMENT FOR THE MILITARY FITNESS CENTER AT 5 CDSB GAGETOWN**

**Personnel Support Services  
5 Canadian Division Support Base Gagetown  
2017**

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## 1.0 INTRODUCTION

### 1.1 General

1.1.1 The physical fitness equipment in the 5 CDSB Gagetown Military Fitness Center is aging (building M-2). There is a vast amount of individual pieces that is nearing the end of its expected lifespan. There is currently an implementation process of a robust lifecycle management plan, which includes more modern exercise equipment in order to develop the physical fitness of the soldiers. The importance of this plan is critical in order to optimize the operational preparedness of soldiers of 5 CDSB Gagetown.

### 1.2 Contracting Authority

1.2.1 The Contracting Authority (CA) responsible for the management and any changes to this goods procurement contract, on behalf of Canada, is Public Works and Government Services Canada (PWGSC).

### 1.3 Procurement Authority

1.3.1 The overall Procurement Authority (PA) is responsible for the acquisition of these products, on behalf of DND, is (Details will be provided in any resulting contract), Commanding Officer of Personnel Support Services, Building D17, 5 CDSB Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representative, (Details will be provided in any resulting contract) has the authority to accept or reject the goods and services during the commissioning, approve any necessary changes to this contract, and terminate this contract if necessary.

### 1.4 Procurement Manager

1.4.1 The Procurement Manager (PM) in-charge of the execution of this goods procurement contract, on behalf of the Commander 5 CDSB Gagetown, is (Details will be provided in any resulting contract) CSO, Building B-10, Room 202, 5 CDSB Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representative is (Details will be provided in any resulting contract) , who will act as point-of-contact between DND and PWGSC, collaborate with the Contractor during the delivery process, and execute payment action when required.

### 1.5 Contract Queries

1.5.1 Prior to award of the contract, any questions relating to the technical interpretation of this Statement of Work (SOW) will be referred to the PM through the CA at Public Works and Government Services Canada (PWGSC).

1.5.2 After award of contract, any questions or correspondence will be through the PM at:

Department of National Defence  
Personnel Support Services  
5 CDSB Gagetown  
Building D17  
PO Box 17000 Stn Forces  
Oromocto, New Brunswick E2V 4J5  
Attention:

## **2.0 OBJECTIVE**

### **2.1 General**

2.1.1 The objective of this SOW is to provide the business and technical specifications, criteria and conditions for:

- a. **Procurement.** The procurement of the new physical fitness equipment in the 5 CDSB Military Fitness Center;
- b. **Delivery.** The delivery of the new physical fitness equipment in the 5 CDSB Base Supply Building B-10;

## **3.0 SCOPE**

### **3.1 General**

3.1.1 Goods procurement contract will encompass the supply and delivery of the new physical fitness equipment to the 5 CDSB Base Supply Building B-10.

## **4.0 TASKS / SPECIFICATIONS**

### **4.1 New Fitness Equipment**

4.1.1 The Contractor will supply and deliver the new physical fitness equipment which meets the follow criteria:

Item number	Name of the item	Other specifications required	
1	Hexagonal Dumbbells	4 pairs X 10lbs,15lbs, 20lbs, 25lbs, 30lbs, 35lbs, 40lbs 2 pairs X 45lbs, 50lbs, 75lbs, 80lbs, 90lbs, 95lbs and 100lbs 3 pairs of 55lbs, 60lbs, 65lbs, and 70lbs Requires to be rubber coated	
2	Barbell weights	1 x 20lbs 1 x 30lbs 1 x 40lbs 1 x 50lbs 1 x 60lbs 1 x 70lbs 1 x 80lbs 1 x 90lbs 1 x 100lbs 1 x 110lbs	
3	Pack of Olympic plates completely coated with Urethane finish	40 pairs of 45lbs 40 pairs of 35lbs 30 pairs of 25lbs 20 pairs of 10lbs 10 pairs of 5lbs 5 pairs of 2.5lbs	
4	Competition Bumper plates	8 x 15lbs 8 x 25lbs 8 x 35lbs 16 x 45lbs	
5	Spider racks rotational Olympic plate rack	10	Black frame
6	Olympic Bar vertical Holder	5	Stores 9-10 standard bars
7	Pack of 11 accessories for a standard pulley stack	7	1) Revolving 44" solid pro-style lat bar with curve 2) Solid seated row bar 3) Pro press down rope with rubber ends 4) Pair of nylon ankle strap with D-ring Velcro 5) Pair of strap handle with welded D-ring 6) Revolving 32" solid pro-style lat bar with curve 7) Revolving solid curl bar 8) Revolving solid straight bar 9) Revolving solid pro-style lat bar 10) Solid dual purpose bar 11) Revolving 24" solid lat bar without curve
8	Pairs of spring-lock	20	n/a

	collars		
9	Elliptical	3	Commercial grade, adjustable incline and adjustable stride length. Requires a console fan and must be self-powered.
10	Cast-iron Kettlebells	20 pairs	4 pairs X 8kg 4 pairs X 10kg 4 pairs X 12kg 4 pairs X 16kg 4 pairs X 20kg
11	Crossfit Wallballs	22	6 X 20lbs 6 X 14lbs 10 X 10lbs
12	Sheeted Fitness Tubes	30	10 x light 10 x medium 10 x heavy
13	Medicine ball rack	1	Need to fit 15 full size wall balls
14	Stability balls	20	10 x 55cm 10 x 65cm Commercial grade anti-burst
15	Swiss ball stacking rings	20	N/a
16	Standing mat rack	1	Commercial grade

**a. General.**

- (1) Horns. Machines will have a sufficient amount of removable weight storage of industry standards amount and sizes;
- (4) Materials. All materials used in the construction of all the individual pieces will be made exclusively of new material;
- (5) All Hexagonal weights will be identical in brand to keep consistency and esthetics; and
- (6) All weight plates will be identical in brand to keep consistency and esthetics.

**b. Installation.**

- (1) The individual pieces of equipment will be free of scratches, dents, paint chips, tape, goo or any defects of any kind;
- (2) Everything will be delivered to building B-10.

**4.2 Product Identification**

4.2.1 Products required to have CSA, CUL or other approvals will be properly

marked or labelled indicating that the product has been inspected and approved and meets all safety requirements required by Canadian law.

#### 4.3 Warranty

- 4.3.1 The Contractor will provide a written guarantee which has been signed and issued in the name of Her Majesty the Queen in Right of Canada, stating that all the pieces of equipment are guaranteed against any defects of material for a period of one year from the date of delivery, or the manufacturer's standard warranty period, whichever is longer.
- 4.3.5 Olympic plates will have a commercial warranty of 5 years against manufacturer defects.

### 5.0 CONSTRAINTS

#### 5.1 Completion and Delivery Dates

- 5.1.1 All new equipment pieces, related products and materials with this contract will be delivered to the 5 Canadian Division Support Base Gagetown, Base Supply building B-10.

#### 5.2 Delivery Dates

No later than 28 March 2018.

#### 5.3 Packaging and Delivery

- 5.3.1 Packaging and delivery of all materials will be the responsibility of the Contractor and will comply with Canadian standards and transport regulations. It is the responsibility of the Contractor to ensure products are properly protected and secured from damages during handling and shipping.

### 6.0 BASIS OF PAYMENT

#### 6.1 Basis of Payment

See Annex B for the basis payment