



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1ère 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> Arc Trainers	
<b>Solicitation No. - N° de l'invitation</b> W0501-190139/A	<b>Date</b> 2018-11-05
<b>Client Reference No. - N° de référence du client</b> W0501-190139	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-033-5465	
<b>File No. - N° de dossier</b> MCT-8-41084 (033)	<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 2018-12-18</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> Young (MCT), Leesa	<b>Buyer Id - Id de l'acheteur</b> mct033
<b>Telephone No. - N° de téléphone</b> (506) 871-1716 ( )	<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 BASE GYM 2 HACKABERRY ST., BLDG. M-2 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**

Acquisitions NB/PEI (Moncton Office) – Bureau d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
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 (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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Requirement**

#### **1.2 Requirement - Bid**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

### **1.5 Epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

## **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](#) (2018/05/22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-8-41084(033)

Buyer ID - Id de l'acheteur  
MCT033  
CCC No./N° CCC - FMS No./N° VME

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

Delete: 60 days  
Insert: 90 days

### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B3000T	Equivalent Products	2006/06/16
C9000T	Pricing	2010/08/16

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Bid Fax: (506) 851-6759

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)  
**Bids/Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

### 2.3 Former Public Servant

#### Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

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

## 2.5 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)  
Section II: Financial Bid (1 hard copies)  
Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

**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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

**Section II: 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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.

**3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013/11/06), Exchange Rate Fluctuation

### **3.1.3 SACC Manual Clauses**

#### **Section III: 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory Technical Criteria as specified in Annex "A"

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010/08/16), Basis of Selection - Mandatory Technical Criteria

#### **Basis of Selection**

##### **Basis of Selection - Multiple Items**

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 on an aggregate basis 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 Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 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.

### 5.2.1 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.

### 5.2.2 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/programs/employment-equity/federal-contractor-program.html#) 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**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Requirement**

#### **Requirement - Contract**

The Contractor must provide the items detailed under the "Requirement" 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](#) (2018/06/21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

4011 (2012/07/16), Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Delivery Date**

All the deliverables shall be received on or before **February 1<sup>st</sup>, 2019**.

#### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

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File No. - N° du dossier  
MCT-8-41084(033)

Buyer ID - Id de l'acheteur  
MCT033  
CCC No./N° CCC - FMS No./N° VME

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Leesa Young  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 871-1716  
Facsimile: (506) 851-6759  
E-mail address: leesa.young@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 Technical Authority

The Technical Authority for the Contract is:

**Details will be provided in any resulting contract**

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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MCT033  
CCC No./N° CCC - FMS No./N° VME

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

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

##### Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of payment. 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.

#### 6.7.2 Limitation of price

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

#### 6.7.3 Single Payment

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

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#### 6.7.4 SACC Manual Clauses

SACC Reference	Section	Date
B3000T	Equivalent Products	2006/06/16

#### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
(As indicated in Annex "C")

- 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)

#### 6.8 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.

#### 6.9 Certifications and Additional Information

##### 6.9.1 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.

#### 6.10 Applicable Laws

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

### 6.11 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 supplemental general conditions [4011](#) (2012/07/16), Goods - Medium Complexity;
- (c) the general conditions [2010A](#) (2018/06/21), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### 6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

### 6.13 Shipping Instructions - FOB Destination and DDP

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

FOB Destination at the 5CDSB Gagetown Military Fitness Center, Building M-2 (through a door that will be assigned to the contractor at the time of awarding the contract) including all delivery charges and customs duties and Applicable Taxes.

### 6.14 Warranty Period

Section 09 (2014-09-25) Warranty of general conditions, sub-section 1 is amended by replacing the period of 12 months after delivery and acceptance by the following:

All Cardio equipment must be, as a minimum, warrantied ON-SITE as follows: 10 years frame; five (5) years drive motor; three (3) years motor controller; three (3) years parts and one 1 year labor. Contractor to provide onsite support by an authorized technician for parts replacement within 24 hours business hours for a period of one year, all cost of parts and labor will be incurred by the contractor during this one year period. Contractor will detail escalation procedures that follow if the equipment cannot be replaced/repaired within the next business day of the contractor being on site

All other provisions of the warranty section remain in effect.

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### **Warranty – Modification – General Conditions 2010A**

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

## **ANNEX "A" MANDATORY REQUIREMENTS:**

Bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders MUST respond with complete specifications and/or descriptive literature of the equipment being offered.

**The complete specifications and/or descriptive literature should be submitted with the proposal** but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet all mandatory specifications and requirements will be deemed non-responsive. Each requirement should be addressed separately.

**Any changes to the requirement and/or questions will be answered with an amendment to the solicitation and posted on the Government Electronic Tendering System (GETS) at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca).**

### **Requirement:**

The 5 CDSB Gagetown has a requirement for the supply, delivery and installation of Commercial Grade fitness equipment to Oromocto, New Brunswick. The Contractor must provide the following equipment:  
Cardio Equipment:

- Five (5) – Arc Trainer (or equivalent product, as per SACC B3000T 2006-06-16).

### **Installation requirements:**

1. Once installed at the 5 CDSB Gagetown Military Fitness Center building M-2, the individual pieces of equipment will be free of scratches, dents, paint chips, tape, goo or any defects of any kind;
2. The individual pieces will not be bolted on the ground however, all pieces will have the option to be bolted (with holes in the machine's feet);
3. The individual pieces will be levelled at their exact location in the M-2 weight room, free of wiggling. The contractor will be verbally guided by a staff member for the exact locations along the installation;
4. During installation, Contractor will not be disruptive for the building users, and will make the best effort to work around operations of the facility;
5. Contractor will only work from 0900 until 1600.
6. The Contractor will remove all of the current pieces of equipment that are being replaced.
7. The Contractor will relocate all of the current pieces of equipment being replaced to two storage areas located 500m at the back of the M-2 building.
8. The Contractor will ensure installation of the new pieces of physical fitness equipment. Every individual piece will be installed on the floor, to the designated footprint and leveled without residual wiggle.
9. The Contractor will ensure there will be absolutely no damage in the facility during the process. The cost of any damage will be paid by the contractor immediately.
10. The Contractor will use their own equipment and manpower to move out the old pieces and to move in the new pieces.
11. Old pieces being removed will remain in identical condition and moved to two locations 500m at the back of the M-2 building.

**Constraints:**

In the event where the proposed item(s) is an equivalent product, suppliers **MUST** submit the following in accordance with SACC B3000T:

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and **descriptive literature that support the substitute product's compliance with any mandatory performance criteria.**
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

**TECHNICAL SPECIFICATION FOR:**

**Cardio Equipment: Arc Trainer (or equivalent)**

Technical Specifications		Supplier's Cross Reference to Technical Offer (indicate page #)	Manufacturer, Model and Part Number	Supplier Comments:
<b>Comments:</b>		<b>The bidder must provide substantiating documentation that demonstrates how they will meet the requirements. Bidders must bid on 100% of cardio equipment equipment to be considered compliant.</b>		
1	Equipment must be able to withstand a minimum usage of 15 hours per day			
2	All Cardio equipment must be, as a minimum, warrantied ON-SITE as follows: 10 years frame; five (5) years drive motor; three (3) years motor controller; three (3) years parts and one 1 year labor. Contractor to provide onsite support by an authorized technician for parts replacement within 24 hours business hours for a period of one year, all cost of parts and labor will be incurred by the contractor during this one year period. Contractor will detail escalation procedures that follow if the equipment cannot be replaced/repared within the next business day of the contractor being on site			
3	All cardio equipment machines must be made exclusively from new materials			
4	All cardio equipment paint job must be from factory with harmonious colors			
5	No TV screen at all on any machines			
6	All units must have a model name and serial number visible on the machine			
7	Adjustable Incline			
8	Stride length 18" (45cm) min. to 24" (61cm) max.			
9	Resistance Range: up to 900 Watts maximum			
10	Drive Type must be two stage			
11	Readouts to include: time, distance, speed, calories, incline, heart rate.			

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Technical Specifications		Supplier's Cross Reference to Technical Offer (indicate page #)	Manufacturer, Model and Part Number	Supplier Comments:
12	Multiple Programs including quick start, fitness test and weight loss			
13	Contact Heart Rate Monitor			
14	Self-Powered with safety brake			
15	Height 63 in (159 cm), with monitor 84 in (213 cm) max			
16	Max User Weight : 400lbs (181kg)			
17	Frame - Welded high alloy steel or aircraft aluminum			
18	Water Bottle/Accessories Tray			

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## ANNEX "B" BASIS OF PAYMENT

Firm all-inclusive unit prices in Canadian funds including Canadian customs duties, excise taxes, DDP destination, including all **delivery, installation, removal and relocation charges**.

All deliverables shall be received on or before **February 1, 2019**.

Item No	Description	Quantity	Unit Price	Extended Price
1	Cardiovascular item: Arc Trainer (or equivalent)	5	\$ _____	\$ _____
2	Removal and relocation of existing equipment	1	Lump Sum	\$ _____
<b>Sub-total</b>				\$ _____
<b>Applicable Taxes (HST at 15%)</b>				\$ _____
<b>Total cost</b>				\$ _____

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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)

