



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Fitness Equipment - HMCS Charl'tn	
<b>Solicitation No. - N° de l'invitation</b> W0100-221946/C	<b>Date</b> 2021-10-29
<b>Client Reference No. - N° de référence du client</b> W0100-22-1946	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-207-11392	
<b>File No. - N° de dossier</b> HAL-1-87049 (207)	<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> Atlantic Standard Time AST <b>on - le 2021-11-23</b> Heure Normale de l'Atlantique HNA	
<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> Grieve, Bronwen	<b>Buyer Id - Id de l'acheteur</b> hal207
<b>Telephone No. - N° de téléphone</b> (902) 943-2394 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE C/O CFB Halifax HMC Dockyard 2519 Provo Wallis Street HALIFAX Nova Scotia B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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>

Solicitation No. - N° de l'invitation  
W0100-221946/C  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
ha1207  
CCC No./N° CCC - FMS No./N° VME

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This bid solicitation cancels and supersedes previous bid solicitation number **W0100-221946/B** dated **2021-09-28 with a closing of 2021-10-28 at 14:00 (ADT)**. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 SECURITY REQUIREMENTS .....	4
1.2 REQUIREMENT .....	4
1.3 DEBRIEFINGS .....	4
1.4 CANADIAN CONTENT .....	4
1.5 EPOST CONNECT SERVICE .....	4
1.6 COVID-19 VACCINATION REQUIREMENT .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	12
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
6.1 SECURITY REQUIREMENTS .....	13
6.2 REQUIREMENT .....	13
6.3 STANDARD CLAUSES AND CONDITIONS.....	13
6.4 TERM OF CONTRACT .....	13
6.5 AUTHORITIES .....	14
6.6 PAYMENT .....	15
6.7 INVOICING INSTRUCTIONS .....	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.9 APPLICABLE LAWS.....	16
6.10 PRIORITY OF DOCUMENTS .....	16
6.11 SACC MANUAL CLAUSES.....	16
6.12 COMPLIANCE.....	16
6.13 DISPUTE RESOLUTION.....	16
<b>ANNEX “A” .....</b>	<b>18</b>
REQUIREMENT.....	18
<b>ANNEX “A1” .....</b>	<b>21</b>
TECHNICAL EVALUTION .....	21
<b>ANNEX “B” .....</b>	<b>25</b>

Solicitation No. - N° de l'invitation  
W0100-221946/C  
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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

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BASIS OF PAYMENT .....	25
<b>ANNEX "C" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>26</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	26
<b>ANNEX "D" .....</b>	<b>27</b>
INTEGRITY PROVISIONS – LIST OF DIRECTORS .....	27

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Requirement**

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 Canadian Content**

The requirement is subject to a preference for Canadian goods.

### **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.

### **1.6 COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## 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](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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:

Bid Receiving Public Works and Government Services Canada / Réception des soumissions  
Travaux publics et services gouvernementaux  
1713 Bedford Row  
Halifax, NS B3J 1T3

Email for epost Connect:

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (902) 496-5016

### 2.3 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.

### 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 Nova Scotia.

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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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

- 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 Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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 “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.

**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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.1 Technical Evaluation**

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

Refer to Annex "A1"

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

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

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.

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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. 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

##### 5.1.2.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

**COVID-19 Vaccination Requirement Certification:**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, **religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act***, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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## 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 property 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

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** (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### 6.3.3 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) **Default by the Contractor** or **Termination for convenience** of general conditions **2010A General conditions: Goods (medium complexity)**.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### 6.4 Term of Contract

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#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before March 31, 2022. The best delivery that could be offered is \_\_\_\_\_.

#### 6.4.3 Delivery Points

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

#### 6.4.4 Shipping Instructions - Free on Board Destination

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

FOB Destination **HMCS Charlottetown, 2519 Provo Wallis Street, Bldg D-206, Door 10, Halifax, NS** including all delivery charges and customs duties and Applicable Taxes.

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bronwen Grieve  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, NS B3J 1T3

Telephone: 902-943-2394  
E-mail address: [bronwen.grieve@tpsgc-pwgsc.gc.ca](mailto:bronwen.grieve@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.

##### 6.5.2 Project Authority

The Project Authority for the Contract is: *(will be inserted at time of contract award)*

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

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

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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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 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 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 [H1001C](#) (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 \_\_\_\_\_.

### **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 (2018-06-21), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated \_\_\_\_\_

### **6.11 SACC Manual Clauses**

SACC Manual clause B1501C (2018-06-21), Electrical Equipment

SACC Manual clause B7500C (2006-06-16), Excess Goods

### **6.12 Compliance**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

### **6.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

Solicitation No. - N° de l'invitation  
W0100-221946/C  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
ha1207  
CCC No./N° CCC - FMS No./N° VME

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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX "A"**

### **REQUIREMENT**

#### 1.0 Scope

##### 1.1. Objective

To replace six (6) pieces of fitness equipment.

##### 1.2. Background

The current fitness equipment have reached the end of their lifecycles and need to be replaced.

#### 2.0 Terminology

1.3.1. HMCS CHA – Her Majesty's Canadian Ship Charlottetown

1.3.2. BER - Beyond Economic Repair

#### 3.0 Reference Documents

N/A

#### 4.0 Requirements

##### 4.1 Tasks

4.1.1\_The Vendor must provide and install the fitness equipment, specifically two (2) treadmills, one (1) upright bike, two (2) pro indoor cycles (spin cycles) and one (1) body arc trainer.

4.1.2 The Vendor must provide the fitness equipment in accordance with the specifications outlined in Appendix 1.

##### 4.2 Deliverables and Acceptance Criteria

4.2.1 The Vendor must provide two (2) copies of the manufacturer's documentation for the operation, maintenance and parts manuals for each piece of equipment.

##### 4.3 Constraints

4.3.1 The warranty provider must be able to repair equipment onsite in the Halifax Regional Municipality (HRM)

4.3.2 The Vendor must be factory certified.

4.3.3 The warranty provider must have the facilities required to perform all warranty repairs on the equipment and must have a written Manufacturer's Standard warranty.

##### 4.4 Timeframe and Delivery Dates

4.4.1 The installation of the fitness equipment must be completed by no later than **September 5, 2021**.

#### 4.5 Contractor Qualifications

4.5.1 The fitness equipment must be installed by a qualified technician.

#### 4.6 Minimum warranty requirements:

##### 4.6.1 Treadmill Warranty

4.6.1.1 Frame: 10 years

4.6.1.2 Miscellaneous/Mechanical and Electrical parts/components: 3 Years

##### 4.6.2 Upright Bike Warranty

4.6.2.1 Frame: 10 years

4.6.2.2 Miscellaneous/Mechanical and Electrical parts/components: 3 Years

##### 4.6.3 Pro Indoor Cycle (Spin Cycle) Warranty

4.6.3.1 Frame: 5 years

4.6.3.2 Miscellaneous/Mechanical and Electrical parts/components: 3 Years

##### 4.6.4 Body Arc Warranty

4.6.4.1 Frame: 10 years

4.6.4.2 Miscellaneous/Mechanical and Electrical parts/components: 2 Years

#### 5.0 Delivery Location

HMCS Charlottetown  
Attn: Material Management Section  
2519 Provo Wallis Street,  
Bldg D-206, Door 10  
Halifax, NS  
B3X5X5

Installation will be conducted on HMCS Charlottetown (jetty to be confirmed at the gate). Please contact [REDACTED] in order to schedule installation.

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APPENDIX 1  
Fitness Equipment Specifications

This document sets out the specifications for the requirements of the fitness equipment. Deviation from this list must not occur without the concurrence of the Technical Authority.

1. Technical Requirements

1.1. Treadmill

- 1.1.1. Must be of commercial grade;
- 1.1.2. Must be 115v or 15A with 3 prong plug;
- 1.1.3. Maximum incline setting must be at least 15%;
- 1.1.4. Maximum speed setting must be at least 18Kph;
- 1.1.5. Length must be 77" to 85";
- 1.1.6. Width must be 30" to 36";
- 1.1.7. Height must be at least 59";
- 1.1.8. Weight must not exceed 400lbs;
- 1.1.9. Maximum user weight must be at least 380 lbs; and
- 1.1.10. Must not have LCD screen

1.2. Body Arc Trainer

- 1.2.1. Must be of commercial grade;
- 1.2.2. Must be 120v or 15A with 3 prong plug;
- 1.2.3. Stride must be at least 23";
- 1.2.4. Must have moving arms;
- 1.2.5. Must have at least 10 incline levels;
- 1.2.6. Total body length must be 70" to 78";
- 1.2.7. Total body width must be 29" to 38";
- 1.2.8. Total body height must be at least 59";
- 1.2.9. Lower body length must be 70" to 78";
- 1.2.10. Lower body width must be 32" to 34";
- 1.2.11. Lower body height must be at least 59";
- 1.2.12. Maximum user weight must be at least 380 lbs;
- 1.2.13. Must have multiple elevations and resistances; and
- 1.2.14. Must not have LCD screen.

1.3. Upright Bike

- 1.3.1. Must be of commercial grade;
- 1.3.2. Must have at least 20 resistance levels;
- 1.3.3. Length must be 40" to 45";
- 1.3.4. Width must be 23" to 29";
- 1.3.5. Height must be 54" to 58";
- 1.3.6. Weight must not exceed 150 lbs;
- 1.3.7. Maximum user weight must be at least 340 lbs; and
- 1.3.8. Must not have LCD screen.

1.4. Pro Indoor Cycle (Spin Cycle)

- 1.4.1. Must be of commercial grade;
- 1.4.2. Must have multiple resistances;
- 1.4.3. Height must be 38" to 45";
- 1.4.4. Length must be 45" to 47";
- 1.4.5. Weight must not exceed 150 lbs;
- 1.4.6. Maximum user weight must be at least 340 lbs; and
- 1.4.7. Must not have LCD screen.

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**ANNEX "A1"**

**TECHNICAL EVALUTION**

**Instructions:**

The Bidder **must** address each Mandatory Technical Criteria listed below.

The Bidder should include one (1) copy of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein. References to Internet websites or information that is not included in the bid will not be evaluated.

The Bidder should comment /cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria.

The Bidder must provide as much detail as possible to support their comments and their claims of compliance for each specification.

**NOTE:** The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

<b>Item</b>	<b>Mandatory Technical Criteria</b>	<b>Bidder to Reference Page Number/Comments</b>
<b>1.1.</b>	<b>Treadmill</b>	
1.1.1.	Must be of commercial grade;	
1.1.2.	Must be 115v or 15A with 3 prong plug;	
1.1.3.	Maximum incline setting must be at least 15%;	
1.1.4.	Maximum speed setting must be at least 18Kph;	
1.1.5.	Length must be 77" to 81";	
1.1.6.	Width must be 30" to 36";	
1.1.7.	Height must be at least 59";	

1.1.8.	Weight must not exceed 370lbs;	
1.1.9.	Maximum user weight must be at least 380 lbs; and	
1.1.10.	Must not have LCD screen	
<b>1.2.</b>	<b>Body Arc Trainer</b>	
1.2.1.	Must be of commercial grade;	
1.2.2.	Must be 120v or 15A with 3 prong plug;	
1.2.3.	Stride must be at least 23";	
1.2.4.	Must have moving arms;	
1.2.5.	Must have at least 10 incline levels;	
1.2.6.	Total body length must be 70" to 78";	
1.2.7.	Total body width must be 29" to 38";	
1.2.8.	Total body height must be at least 59";	
1.2.9.	Lower body length must be 70" to 78";	
1.2.10.	Lower body width must be 32" to 34";	
1.2.11.	Lower body height must be at least 59";	
1.2.12.	Maximum user weight must be at least 380 lbs;	

1.2.13.	Must have multiple elevations and resistances; and	
1.2.14.	Must not have LCD screen.	
<b>1.3.</b>	<b>Upright Bike</b>	
1.3.1.	Must be of commercial grade;	
1.3.2.	Must have at least 20 resistance levels;	
1.3.3.	Length must be 40" to 45";	
1.3.4.	Width must be 23" to 29";	
1.3.5.	Height must be 54" to 58";	
1.3.6.	Weight must not exceed 150 lbs;	
1.3.7.	Maximum user weight must be at least 340 lbs; and	
1.3.8.	Must not have LCD screen.	
<b>1.4.</b>	<b>Pro Indoor Cycle (Spin Cycle)</b>	
1.4.1.	Must be of commercial grade;	
1.4.2.	Must have multiple resistances;	
1.4.3.	Height must be 38" to 45";	
1.4.4.	Length must be 45" to 47";	

Solicitation No. - N° de l'invitation  
W0100-221946/C  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
ha1207  
CCC No./N° CCC - FMS No./N° VME

1.4.5.	Weight must not exceed 150 lbs;	
1.4.6.	Maximum user weight must be at least 340 lbs; and	
1.4.7.	Must not have LCD screen.	

**ANNEX "B"**

**BASIS OF PAYMENT**

Bidders must submit firm unit prices for each item listed below to be given further consideration. A financial bid addressing only a portion of the requirement will be declared non-responsive.

Pricing offered must be in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

Pricing offered must be inclusive of all delivery costs.

No further charges will be allowed.

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity (A)</b>	<b>Unit Rate (B)</b>	<b>Extended Price (C = A x B)</b>
1	Treadmill	ea	2		
2	Upright Bike	ea	1		
3	Pro Indoor Cycle (Spin Cycle)	ea	2		
4	Body Arc Trainer	ea	1		
5	Treadmill warranty as per Annex "A" section 4.6.1	ea	2		
6	Upright Bike warranty as per Annex "A" section 4.6.2	ea	1		
7	Pro Indoor Cycle (Spin Cycle) warranty as per Annex "A" section 4.6.3	ea	2		
8	Body Arc Trainer warranty as per Annex "A" section 4.6.4	ea	1		
9	Delivery FOB				
<b>Total (GST/HST not included)</b>					

**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)

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**ANNEX "D"**

**INTEGRITY PROVISIONS – LIST OF DIRECTORS**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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