

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

## 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> C02 Compressor	
<b>Solicitation No. - N° de l'invitation</b> 23375-140022/B	<b>Date</b> 2013-11-01
<b>Client Reference No. - N° de référence du client</b> 23375-140022	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-524-63808	
<b>File No. - N° de dossier</b> hp524.23375-140022	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-16</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<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> Hunt(hp524), Sandra	<b>Buyer Id - Id de l'acheteur</b> hp524
<b>Telephone No. - N° de téléphone</b> (819) 956-3993 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 1 HAANEL DR. BLDG. 5A ATT: Mohammad Asiri OTTAWA Ontario K1A1M1 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**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<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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Line Item Detail - Détails de l'article

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**This bid solicitation cancels and supersedes previous bid solicitation number 23375-140022/A dated 3 July 2013 with a closing of 13 August 2013 at 2:00 PM EDT.**

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Requirement**

The requirement is detailed under the "Line Item Detail".

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2013-06-01)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

**Delete:** sixty (60) days  
**Insert:** ninety (90) days

#### 1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
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### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

#### **5. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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

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

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

Section I: Technical Bid ( 2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 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.

### **2. 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.

Bidders must complete and submit by the bid closing date and time the following;

- 1) Annex "A" - Carbon Dioxide Compressor - General Requirements and Specifications



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## 2.1 Equivalent Products

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information.

2.1.1 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.

2.1.2 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.

2.1.3 Offerors/suppliers are encouraged to offer or suggest green solutions whenever Possible.

2.1.4 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.

### 3. Financial Bid

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

The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.

#### 3.1 SACC Manual Clauses

C3011T	Exchange Rate Fluctuation	2010-01-11
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### 4. Certifications and Additional Information

#### 4.1 Certifications :

Bidders must submit the certifications required under Part 5.

#### 4.2 Additional Information

Canada requests that bidders submit the following information:

##### 4.2.1 Delivery Date

Delivery is highly desirable for 14 March 2014.

The bidder is to state the delivery offered:

Item 001: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 Proposals not meeting all of the requirements identified as “mandatory” will be considered non responsive and no further consideration will be given to the bid.

### **2. Technical Evaluation**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in Section I - Technical Bid of Part 3 -BID PREPARATION INSTRUCTIONS:

- 1) Annex “A” - Carbon Dioxide Compressor - General Requirements and Specifications

### **3. Financial Evaluation**

- 3.1 All firm unit prices will be evaluated in Canadian dollars, Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.

### **4. Basis of Selection**

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

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\)](http://www.hrsdc.gc.ca) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable with this contract.

### **2. Requirement**

The Contractor must provide the items detailed under the "Line Item Detail".

### **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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

**2010A (2013-04-25)** General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

The Contractor must make the delivery as follows:

Item 001: must be delivered on or before\_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Sandra Hunt

Title: Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 819 956-3993  
 Facsimile: 819 953-2953  
 E-mail address: sandra.hunt@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.

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 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.

#### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)

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

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

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

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

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment -Firm Unit Price

6.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".

6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.

- 6.1.3 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1000C	Single Payment	2008-05-12

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

### 7.1. Invoices must be distributed as follows:

- (a) The original must be forwarded as follows for certification and payment:

By email: [invoicing-facturation@NRCan-RNCan.gc.ca](mailto:invoicing-facturation@NRCan-RNCan.gc.ca)

OR

By facsimile: 1-877-947-0987 (toll free)

or

613-947-0987 (in the National Capital Region)

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

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.



## 8. Certifications

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2008-05-12
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

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## **12. Delivery, Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment

## **13. Condition of Material**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## **14. Shipping Instructions - DDP Destination**

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

Incoterms 2000 "DDP Delivered Duty Paid" Ottawa, Ontario.

## Annex "A"

### Carbon Dioxide Compressor - General Requirements and Specifications

The Bidder is to supply an oil-free compressor package for the CanmetENERGY carbon dioxide system based on the following specifications. The compressor package must be skid mounted and include all necessary equipment for operation such as the compressor, hardware, gas plumbing, electrical/control components, PLC control panel, gauges, sensors and instrumentation and cooling systems. The unit must be suitable for weather protected operation for exterior to building installation.

**All bidders must meet the mandatory requirements stated below.**

Item #	Requirement/Specification	Minimum	Maximum	Compliant (YES/NO)
1)	Suction Temperature (°C)	15	30	
2)	Suction Pressure (barg)	20	29	
3)	Outlet Temperature (°C)	+10 above ambient	60	
4)	Outlet Pressure (barg)	125	130	
5)	Suitable for outdoor operation at ambient temperatures (°C)	-30	40	
6)	Outlet mass flow rate (kg CO <sub>2</sub> /hr)	600	650	
7)	Drive/Motor voltage (VAC)	575	575	
8)	Drive/Motor frequency (Hz)	60	60	
9)	Drive/Motor duty rating	Continuous	N/A	
10)	Compressor cooling	Air Cooled	N/A	

Additional Mandatory Requirements	
11)	The contractor must provide verification documentation of compressor operation upon delivery of the compressor package to the client. Documentation to include: CO2 flow rate at specified suction and discharge pressures and temperatures, air cooler performance and operation of all associated instrumentation, gauges and sensors included in the compressor package. The contractor must include detailed test descriptions and results in the documentation package. All testing and verifications to be performed on the finished compressor package prior to delivery to the client
12)	Any supplied electrical enclosures must be suitable for outdoor use (Nema 4/4X)
13)	Any supplied electrical conduit must be rigid metal or SealTite
14)	Any supplied control system must be able to communicate via Profibus protocol with an ABB Freelance DCS system OR have sufficient hardwired status indication (analog or digital) for operating status of the compressor to be integrated with an ABB Freelance DCS system
15)	Contractor must supply documentation (1 hard copy & 1 electronic copy) including operation and maintenance manuals, maintenance procedures, drawings, spare parts list and manufacturers data for accessories
16)	Compressor must be oil-free on process gas side