

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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> Walk-in Freezer	
<b>Solicitation No. - N° de l'invitation</b> W3508-140002/A	<b>Date</b> 2014-01-17
<b>Client Reference No. - N° de référence du client</b> W3508-140002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-302-6494	
<b>File No. - N° de dossier</b> TOR-3-36184 (302)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-03</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> Berends, Robert	<b>Buyer Id - Id de l'acheteur</b> tor302
<b>Telephone No. - N° de téléphone</b> (905) 615-2465 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE M-155, CMT Purch Grey Road 112 Meaford Ontario N4L0A1 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**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Delivery Required - Livraison exigée</b> 2014-01-13	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 Article 2 of the resulting contract clauses.

**3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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

### **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 10 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.

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

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

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

- a) The Walk-In Freezer offered must meet all the technical specifications detailed in Annex A, Requirement.
- b) The Bidder must clearly address each specification in detail demonstrating compliance to the requirement. Simply repeating the statement contained in the bid solicitation or providing a blanket statement of compliance is not sufficient.

#### **1.2 Financial Evaluation**

- 1.2.1** Bidders must submit their financial bid in accordance with Annex B, Basis of Payment, at the time of bid closing.
- 1.2.2** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### **2. Basis of Selection**

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

## **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" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Requirement**

The Contractor must provide Walk-In Freezer in accordance with the Requirement at Annex A.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

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

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

#### **4.1 Delivery Date**

All the deliverables must be received on or before March 31, 2013.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Robert Berends  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario  
L5B 2N5

Telephone: 905-615-2465  
Facsimile: 905-615-2060  
E-mail address: Robert.berends@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



## 5.2 Project Authority

The Project Authority for the Contract is:

Name: *(to be provided at time of Contract)*

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

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

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

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

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

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

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

## 5.3 Contractor's Representative

Name: *(Bidder to complete)*

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

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

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, 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.

### 6.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

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

## 8. Certifications

### 8.1 Compliance

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) the general conditions 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 11. Electrical Equipment

SACC Manual clause B1501C (2006-06-16) Electrical Equipment

## 12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 13. SACC Manual Clause

A9062C (2011-05-16) Canadian Forces Site Regulations

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**ANNEX A****REQUIREMENT**

This Statement of Requirement (SoR) is for materials only.  
Installation and assembly of freezer unit will be contracted separately.

**Mandatory Specifications**

1. Stainless steel interior and exterior walls including ceiling.
2. Minimum R-Value of R24 for walls, ceiling panels and floor. All insulation must be CFC free. No wood framing reinforcement in walls and ceiling.
3. Panels must be of an interlocking design. When put together, panel joints must be air tight and provide a continuous R-value of R24. To ensure panels will fit through kitchen door entrance, individual panels not to exceed 7 feet in width.
4. Must include all necessary hardware, plugs, screws, bolts or fasteners that are required to allow complete assembly of freezer box / panels.
5. Floor must able to withstand pallet jack (or equivalent transporter) with a distributed load of 5000 lbs. over all four wheels. Floor surface must be non slip. Floor underlay must be water proof and mildew proof.
6. Freezer will be assembled on a concrete floor. One interior ramp with non skid flooring is required. Minimum 60" wide and 24" depth on a 4" rise.
7. Maximum exterior dimensions - 195.5" width x 299" length x 103" height.
8. Minimum interior capacity of 3000 cubic feet.
9. One stainless steel door and frame with the following:
  - a. air tight magnetic vinyl seal on door,
  - b. door seal/gasket must allow for easy replacement,
  - c. inside safety release to prevent being locked in,
  - d. easy to clean door hardware with provisions for a padlock,
  - e. 115 volt prewired door frame heaters;
  - f. 115 volt pre-wired heated relief port to equalize pressure when door is opened or closed;
  - g. minimum size of door - 60" wide by 78" high,
  - h. positive spring activated door closer,
  - i. self closing door hinges,
  - j. door sweep resistant to water, fats and oils and replaced easily.
10. Electronic digital thermometer (minimum number display height ¾ inch)- flush mounted to read internal temperature ranging from -40 ° C to 20 °C.
11. Flush mounted light switch with pilot light located within one foot of freezer door frame. Wiring for light switch must be concealed in walls.

12. Interior lighting - minimum of four, 115 volt LED vapour proof light fixtures ceiling mounted complete with bulbs. Wiring concealed in ceiling. Pre wired to junction box on top of walk-in freezer.

13. Supply all refrigeration components to maintain a temperature of -23 C/-10 F for the freezer box as specified in this SoR. This includes but not limited to circulation fans, condenser coil, compressor, vacuum and pressure lines, thermostat and defrost timer. Other pertinent information below:

- a. remote outdoor roof top mounted compressor, horse power to be determined by supplier.
- b. electrical requirements 208 - 230/ 3/ 60
  - b. refrigerant must comply with 2003 Federal Halocarbon Regulations;
  - c. refrigerant must be environmentally friendly with low ozone depletion potential and not scheduled for phase out.

14. Minimum one year warranty on manufactures defects and five year warranty on compressor.

15. Must provide detailed assembly instructions to facilitate proper installation.

#### **Non Mandatory Features**

- Aluminum diamond tread plate non skid flooring for interior freezer ramp and floor.
- Magnetic door gasket with welded seams. Easy replacement.
- All refrigeration components supplied be available at any local refrigeration wholesaler.

#### **Scope of work done by others**

- All plumbing including installation of drain lines
- Assembly of freezer box
- Connecting all electrical power to junction boxes for condensing unit and evaporator feeds.
- Connection of refrigeration equipment.

Solicitation No. - N° de l'invitation

W3508-140002/A

Client Ref. No. - N° de réf. du client

W3508-140002

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36184

Buyer ID - Id de l'acheteur

tor302

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX B

### BASIS OF PAYMENT

Prices are firm, all inclusive prices in Canadian dollars. Transportation charges are included. Customs duties and Excise taxes are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 1) Firm Requirement

Item Number and Description	Qty.	Firm Price
1) Supply and Delivery of a Walk-In Freezer in accordance with all the specifications in Annex A, Requirement.	1	\$_____