

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
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> W3508-140225/A	<b>Date</b> 2014-11-28
<b>Client Reference No. - N° de référence du client</b> W3508-140225	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-029-6706	
<b>File No. - N° de dossier</b> TOR-4-37085 (029)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-12</b>	<b>Time Zone</b> <b>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> Cunning, David	<b>Buyer Id - Id de l'acheteur</b> tor029
<b>Telephone No. - N° de téléphone</b> (905) 615-2466 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 4th Canadian Division Training Ctr 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> 2015-02-28	<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

W3508-140225/A

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

W3508-140225

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37085

Buyer ID - Id de l'acheteur

tor029

CCC No./N° CCC - FMS No/ N° VME

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 STATEMENT OF REQUIREMENT .....	4
1.2 DEBRIEFINGS .....	4
1.3 TRADE AGREEMENTS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	6
<b>PART 5 - CERTIFICATIONS.....</b>	<b>6</b>
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>7</b>
6.1 SECURITY REQUIREMENTS .....	7
6.2 REQUIREMENT .....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT .....	8
6.5 AUTHORITIES .....	8
6.6 PAYMENT .....	9
6.7 INVOICING INSTRUCTIONS .....	9
6.8 CERTIFICATIONS .....	9
6.9 APPLICABLE LAWS.....	10
6.10 PRIORITY OF DOCUMENTS .....	10
6.11 Insurance.....	9
<b>ANNEX "A".....</b>	<b>9</b>
REQUIREMENT.....	9
<b>ANNEX "B".....</b>	<b>12</b>
BASIS OF PAYMENT .....	12

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **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>) 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](#) (2014-09-25) 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: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

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

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

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

### 3.1 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) (<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**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. 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 Section 2, Mandatory Technical Specification at Annex A, Requirement.
- b) The Bidder must provide within their bid the make and model of the proposed Walk-In Freezer and 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.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** Bidders must submit pricing in accordance with Annex B, Basis of Payment at the time of bid closing.

**4.1.2.2** The price 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.

### **4.2 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 the contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

### **5.1.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **5.1.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.1.2 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.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - 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**

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 this Contract.

### **6.2 Statement of 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>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

Solicitation No. - N° de l'invitation  
W3508-140225/A  
Client Ref. No. - N° de réf. du client  
W3508-140225/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37085

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

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2010A (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Delivery Date**

All the deliverables must be received on or before March 31, 2015.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contract Authority is:

Name: David Cunning  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Dr., Suite 480C  
Mississauga, ON  
L5N 2N5

Telephone: 905-615-2466  
Facsimile: 905-615-2060  
E-mail address: david.cunning@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:

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

### **6.5.3 Contractor's Representative**

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

Solicitation No. - N° de l'invitation  
W3508-140225/A  
Client Ref. No. - N° de réf. du client  
W3508-140225/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37085

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

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

## 6.6 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligation under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, Basis of Payment, 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 Single Payment

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

## 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.

Each invoice must be supported by:

- a. copy of the release document and any other documents as specified in the Contract;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c. the contract

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

Solicitation No. - N° de l'invitation  
W3508-140225/A  
Client Ref. No. - N° de réf. du client  
W3508-140225/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37085

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

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## **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 (2014-09-25) General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## **6.11 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.

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## **ANNEX A Requirement**

### **Walk-In Freezer**

#### **1. Requirement**

The Department of National Defence (DND) requires the supply, delivery, and installation of a walk-in freezer for the 4th Canadian Division Training Centre Kitchen, Bldg M-206, Meaford, Ontario.

#### **2. Mandatory Technical Specifications**

- 2.1** Must provide a stainless steel interior and exterior walls including ceiling. Stainless steel not required on exterior ceiling panels, white embossed enamel finish is acceptable.
- 2.2** Must have a 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.
- 2.3.** Panels must be of an interlocking design and have a non-silicone rubber gasket seal to ensure air tight and waterproof at the joints without the use of applied silicone. When put together, panel must 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.
- 2.4** Must include all necessary hardware, plugs, screws, bolts or fasteners that are required to allow complete assembly of freezer box / panels.
- 2.5** Floors must be designed to withstand up 1000 lbs/sq. ft. Floor materials must be made of materials that are water and mould resistant. Floor must be covered in an aggressive non skid surface to reduce slips, such as a 1/8 inch diamond tread aluminum.
- 2.6** Freezer will be assembled on a concrete floor. One heated interior ramp with non skid flooring is required. Ramp width must equal the interior width of the supplied door frame (60" wide) and be a minimum of 24" depth on a 4" rise.
- 2.7** Maximum exterior dimensions must be – 195.5" width x 240" length x 103" height.
- 2.8** Minimum interior capacity must be 2300 cubic feet.
- 2.9** One stainless steel door and frame must include 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 opening/door frame - 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;
  - k. interior and exterior door kick plates;
  - i. one air curtain (inside freezer) over door.

- 2.10** Must include an electronic digital thermometer (minimum number display height ¾ inch)– flush mounted to read internal temperature ranging from -40 ° C to 20 °C.
- 2.11** Must include a flush mounted light switch with pilot light located within one foot of freezer door frame. Wiring for light switch must be concealed in walls.
- 2.12** Interior lighting – must include minimum of four, 115 volt LED vapour proof light fixtures ceiling mounted complete with bulbs. Wiring concealed in ceiling.
- 2.13** 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
  - c. refrigerant must comply with 2003 Federal Halocarbon Regulations;
  - d. refrigerant must be environmentally friendly with low ozone depletion potential and environmental phase out period must be more than 10 years.
- 2.14** Must include an extended five year warranty on compressor.
- 2.15** Installation must include:
- a. All plumbing.
  - b. Installation of drain line. Drain lines should be roughed in prior to walk-in install.
  - c. Supply and installation of roof curbs and associated flashing and counter-flashing.
  - d. Removal of ceiling tiles, fluorescent light fixtures, etc. to accommodate installation of walk-in room.
  - e. Cutting, coring, patching, fire rating, flashing and counter-flashing of all holes in building structure for refrigeration lines.
  - f. Supply and installation of disconnect switches for mounting beside condensing unit.
  - g. Power to junction box for condensing unit, evaporator feeds and light fixture above door.
  - h. Sand leveling course in walk-in building floor depressions and leveling of same, if applicable.

**3. Contractors Responsibilities:**

- 3.1** The Contractor must provide:
- a. a complete project plan, installation plan, detailed installation of equipment layout, to the Technical Authority within 7 calendar days after contract award.
  - b. all Manufacturer's Product Data;
  - c. preliminary Shop Drawings developed for the specific size and location;
  - d. complete set of installation instructions covering assembly of the walk-in freezer
  - e. all warranty information
  - f. all labour, trades and technicians to complete the project. This includes, but is not limited to:
    - i. delivery
    - ii. installation,
    - iii. setup
    - iv. hooking all electrical back to source
    - v. testing to ensure proper functioning of the units.

Solicitation No. - N° de l'invitation  
W3508-140225/A  
Client Ref. No. - N° de réf. du client  
W3508-140225/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37085

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

- 
- g. copy of all applicable trades certificates. (e.g. Certificate of Qualification for each tradesman and, if applicable, proof of registration in the Apprenticeship program for all apprentices, Halocarbon Certificate, Fall arrest, Confined Space etc.)
  - h. cleaning up of all work areas at the end of each day and removal, at the Contractor's expense, of all surplus material, rubbish and debris

3.2 Commissioning of freezer including start-up and testing of all freezer components.

#### **4. Client Support**

Existing freezer is still in place but will be removed prior to installation of new freezer.

Solicitation No. - N° de l'invitation  
W3508-140225/A  
Client Ref. No. - N° de réf. du client  
W3508-140225/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37085

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "B"**

**BASIS OF PAYMENT**

Prices are firm lot prices, all inclusive in Canadian funds including Canadian customs duties, excise taxes, and F.O.B destination (Canadian Forces, Meaford, ON), including all installation and delivery charges to destination specified.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

**1. Firm Requirement**

<b>Item No.</b>	<b>Description</b>	<b>Firm LOT Price</b>
1.1	For the supply, delivery, and installation of (1) Freezer-Dryer Unit, extended compressor warranty, in accordance with Annex A Requirement  Make: _____  Model: _____	\$ _____