

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338**

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

Title - Sujet Rental of HVAC Units	
Solicitation No. - N° de l'invitation W0134-15CYNZ/A	Date 2015-03-12
Client Reference No. - N° de référence du client W0134-15CYNZ	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-108-9410	
File No. - N° de dossier WPG-4-37301 (108)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-22	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perkins, Bill	Buyer Id - Id de l'acheteur wpg108
Telephone No. - N° de téléphone (204) 983-0275 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE Alberta T9M2C6 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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

Solicitation No. - N° de l'invitation

W0134-15CYNZ/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37301

Buyer ID - Id de l'acheteur

wpg108

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

W0134-15CYNZ

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 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.

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 (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 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 Manitoba.

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.

3.1.1 Exchange Rate Fluctuation

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

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

- a) Compliance with meeting all of the mandatory specification requirements, as identified under Annex "A", Requirement.
- b) Compliance with the Basis of Payment, as identified under Annex "B".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

- 4.2.1** *SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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

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 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.

5.1.2 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) 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 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 (2014-11-27), 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 June 1, 2015.

6.5 Authorities

6.5.1 Contracting Authority

Bill Perkins
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Suite 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

Telephone: (204) 983-0275
Facsimile: (204) 983-7796
E-mail address: bill.perkins@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: **TBD**

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: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm lot price)", as specified in the contract for a cost of \$ **TBD** . 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 (2011-05-16) Limitation of Price

6.6.3 Single Payment

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

6.6.4 SACC Manual Clauses

C2000C	Taxes - Foreign - based Contractor	2007-11-30
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6.7 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.

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.

6.9 Applicable Laws

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

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 (2014-11-27) - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	(2011-05-16)
B1501C	Electrical Equipment	(2006-06-16)
B7500C	Excess Goods	(2006-06-16)
C5201C	Prepaid Transportation Costs	(2008-05-12)
D5328C	Inspection and Acceptance	(2007-11-30)
G1005C	Insurance	(2008-05-12)

ANNEX "A" - REQUIREMENT

RENTAL OF HVAC UNITS

The Department of National Defence (DND) 4 Wing Cold Lake, Cold Lake, AB has a requirement for the rental, delivery, installation, and pickup of two (2) 25 ton mobile A/C units. The period of the contract is from June 1, 2015 to September 31, 2015. Delivery and installation must be completed on or before June 1, 2015.

Delivery Address of the Units (Unless advised differently by the Project Authority)

MDC Bldg 171 Timberlane Rd.
Cold Lake, AB T9M 2C6

MANDATORY CRITERIA

Bidders **MUST** record whether they meet (Yes) or not meet (No) the specifications, in order to be deemed compliant, bidders must meet all mandatory criteria listed below.

Bidders **MUST** provide documentation of the unit being offered and should cross reference where each of the Mandatories below can be found within the documentation.

Failure to meet all the mandatories will result in your bid being deemed non-compliant and it shall not be given any further consideration in the evaluation process.

Item	Mandatory Criteria	Yes	No	Bidders Cross Reference
1.0	Units must be mobile			
1.1	Units must be thermostatic controlled			
1.2	Units must have 100ft power cables with cam-lock fittings.			
1.3	Units must have 100ft flexible ducting 24" supply air			
1.4	Units must have 100ft flexible ducting 20" return air			
1.5	Rigid ducting must be used were possible			
1.6	The bidder must supply fully licensed and accredited employees. All related licenses, tickets and accreditation must be submitted with their bid.			
1.7	Units must be 56KW heat			
1.8	Units must be 208 voltage			
1.9	Units must be 115 amp A/C			
1.10	Units must be 170 amps heat			

1.11	Units must be 9000 CFM			
1.12	Units must be trailer or skid mounted			
1.13	Acceptance: Inspection and acceptance will be done to the satisfaction of the Designated User or an authorized representative.			
1.14	The units must be picked up and returned by the bidder upon contract completion date.			
1.15	The units must be delivered on or before June 1, 2015			

Description of Work

1. Work under the Contract must comprise the supply of all labour, materials, tools, equipment, transportation and supervision necessary to supply, deliver, the equipment.

Warranty

1. All workmanship carried out under the Contract must be warranted for a period of 4 months from date of the rental agreement. All material/ equipment replaced under this agreement will be warranted as per the manufacturer's warrantee. The Contractor is to supply the Project Authority with the associated manufacturer warranties upon completion of the work.

Contractor's Use of Site

1. For execution of the work only, subject to the following:
 - a. Movement around site will be subject to restrictions imposed by the Project Authority;
 - b. Do not unreasonably encumber site with materials or equipment;
 - c. Maintain work in tidy condition, free from accumulation of waste products and debris; and
 - d. Execute work with the least possible interference or disturbance to occupants and normal use of premises.

Workmanship

1. Workmanship must be of the best quality, executed by workers skilled and ticketed in the respective trades for which they are employed. It is the responsibility of the Contractor to supply fully licensed and accredited employees. All related licenses, tickets and accreditation are the responsibility of the Contractor and must be provided as proof of quality of skills required for the terms of this contract.
2. Contractor must not employ any unfit person or anyone unskilled in their respective duties. The Work must not be performed by any person who, in the opinion of the Project Authority, is incompetent, unsuitable or has been conducting himself/herself improperly. Project Authority reserves the right to request the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
3. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority, whose decision is final.

Operational Security

1. Work carried out within the General Restricted Area (GRA) is subject to special and unique security regulations. All Contractors' employees must carry company I.D. and GRA pass. Individuals without authorized passes in their possession will not be permitted to enter the GRA. If the Project Authority requires the Contractor to work in the GRA where their Reliability clearance does not give them access, the Project Authority will attempt to provide Security Escorts.
2. The use of cell phones is restricted in the GRA;
 - a. Use of cellular phones is prohibited within Refuelling compounds; and
 - b. Cell phones will not be operated within 15 metres of an aircraft.
3. Contractors must not take any pictures within the GRA, if required to take a picture, the Project Authority could take the picture for the Contractor. A request must be submitted to the Project Authority well in advance; this request will be considered but might not be supported due to other requirements.

Health & Safety Requirements

1. All accidents must be reported to the Project Authority immediately.
2. All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.
3. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, Contractor must report it to Project Authority immediately.
4. If during execution of contract work, workers uncover or disturb suspected asbestos products that are not covered in the contract specifications, STOP work in that area and report to Project Authority immediately.
5. Smoking is not permitted in any DND building or facility. Smoking will only be permitted utilizing designated smoking areas located in various locations throughout the Base. Smoking is not permitted in POL Compound or around any flammable liquids.

Orientation Meeting

1. A kickoff meeting will be conducted for the Contractor and Project Authority to discuss the terms of the Contract. This meeting provides both parties an opportunity to bring forward or answer all inquiries or questions. This meeting will be held prior to delivery and installation to ensure there is no misunderstanding. This meeting may be conducted by teleconference at the request of the Project Authority. The Project Authority will contact the Contractor to arrange for this meeting as soon as possible after the issuance of the Contract. The meeting is expected to last approximately one hour but may vary from this time frame.
2. The Contractor's personnel who will be working on 4 Wing must read and abide by the 4 Wing Cold Lake Fire Orders and Regulations for Contractors, which will be provided by the Project Authority during the orientation meeting or before the commencement of the work. The Project Authority will coordinate arrangements for the Contractor to be briefed on Fire Safety at their orientation meeting before any work is commenced.

3. Contractors/visitors/subcontractors working with/supporting DND personnel must attend work-specific briefings by the Project Authority lasting approximately one (1) hour relating to health, safety, environmental and emergency response procedures. Documentation including Standing Operating Procedures (SOP's) or other procedures, and safety standards will be cited or made available to contract/visitor principals on a loan basis for reference, as applicable.
4. Contractors must observe On-site Safety, Health and Environmental Standards on Protection of Property. The Contractor, his employees and/or subcontractors must undertake and agree to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.
5. The Contractor must ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on site work. A copy of the signed checklist must be provided to the Project Authority. No payments will be issued until all documentation is in place.

Environmental Protection Procedures

1. The following are disposals regulations:
 - a. Burying of rubbish or waste materials on site is prohibited;
 - b. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
 - c. Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and
 - d. The Contractor must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.
2. Do not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.
3. Control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.
4. Do not dump excavated fill, waste material or debris in waterways.
5. The Contractor must immediately notify the Project Authority of any damage incident.

Special Procedures: Airports In Use

1. When operating within the 4 Wing areas the following restrictions apply:
 - a. Do not disrupt airport business except as permitted by Project Authority;
 - b. Provide temporary protection for safe handling of public, personnel, pedestrians and vehicular traffic; and
 - c. Provide barricades and lights where directed.
2. In areas of airport not closed to aircraft traffic, the Contractor must:
 - a. Obtain Project Authority's approval on scheduling of work;
 - b. Control movements of equipment and personnel as directed by Project Authority;
 - c. Obey signals and directions from escort instantly;
 - d. For all services that are required on the airfield an escort will be provided; and
 - e. All personnel must be aware of Jet Blast (exhaust) from running and turning aircraft when

working on the aerodrome. Jet Blast is extremely hot and forceful.

3. The Contractors must be aware of the following FOD Controls:
- a. Where travel routes cross active runways, taxiways or aircraft parking aprons, the Contractor and/or his designate must broom clean debris from area immediately;
 - b. Where access routes cross active runways, taxiways or parking aprons, the Contractor and/or his designate must keep crossings free of mud and debris at all times; and
 - c. FOD Control must be exercised on a continuous basis in vicinity of aircraft, runways or aprons. Control all blowing debris at all times, stop and check vehicle tires at all designated FOD Check Stop.

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Buyer ID - Id de l'acheteur
wpg108
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - BASIS OF PAYMENT

PRICING must be FOB destination, firm lot pricing in Canadian (CDN) funds, all inclusive for the period of the Contract. Rates MUST include ALL costs (freight and offloading) associated with providing the Goods in accordance with the Requirement at Annex A. GST, if applicable, is to be shown as a separate item on any resulting invoice. (PST Exempt 390516-0)

Item	Description	Qty	Unit of Issue	Unit Price	Extended Price (\$ CDN)
1	Rental of two (2) 25 Ton A/C Unit (As detailed herein) Type: Model #: Lot Price Includes: All Freight, delivery, offloading charges, installation and pickup in accordance with Annex A - Requirement.	2	each	\$	\$
TOTAL					\$