



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**PWGSC/TPSGC Acquisitions Bid**  
**Receiving/Réception des Soumissions**  
**The Cambridge Building**  
**3 Queen Street/ 3, rue Queen**  
**Charlottetown**  
**Prince Edward Island**  
**C1A 4A2**  
**Bid Fax: (902) 566-7514**

## 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

All enquiries are to be submitted in writing to the Contracting Authority, Crystal Bysterveldt, either by facsimile or by e-mail at:  
crystal.bysterveldt@pwgsc.gc.ca.

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Commercial Acquisitions (PEI)  
The Cambridge Building  
3 Queen Street/3 rue, Queen  
Charlottetown, PEI C1A 4A2

<b>Title - Sujet</b> Upright Ultra-Low Freezers	
<b>Solicitation No. - N° de l'invitation</b> F4758-180033/A	<b>Date</b> 2018-10-04
<b>Client Reference No. - N° de référence du client</b> F4758-180033	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PEI-001-4349	
<b>File No. - N° de dossier</b> PEI-8-41042 (001)	<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 2018-11-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<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> Bysterveldt (PEI), Crystal	<b>Buyer Id - Id de l'acheteur</b> pei001
<b>Telephone No. - N° de téléphone</b> (902) 940-7122 ( )	<b>FAX No. - N° de FAX</b> (902) 566-7514
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS 343 UNIVERSITE AVE P.O.BOX 5030 MONCTON New Brunswick E1C9B6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>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

### 1.1 Security Requirements

No security requirement.

### 1.2 Statement of Requirement

#### 1.2 Requirement - Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

*(Derived from - Provenant de: B4008T, 2014/06/26 )*

### 1.3 Debriefings

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

### 1.4 Trade Agreements

"The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and the North American Free Trade Agreement (NAFTA)."

## 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](#) (2018/05/222) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

### 2.2 Submission of Bids

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

PWGSC Acquisitions, Bid Receiving  
The Cambridge Building  
3 Queen Street  
Charlottetown, PE C1A 4A2  
Bid Fax: (902) 566-7514

## 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 **New Brunswick**.

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

Section I: Technical Bid (1 hard copy)  
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 hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

if you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013/11/06), Exchange Rate Fluctuation

##### **3.1.3 SACC Manual Clauses**

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

Bidders must submit the certifications and additional information required under Part 5.

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

#### **4.1 Evaluation Procedures**

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

##### **4.1.1 Technical Evaluation**

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

Mandatory Technical Criteria as specified in Annex "A"

#### **4.1.1 Financial Evaluation**

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

#### **4.2 Basis of Selection**

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

*SACC Manual* Clause [A0031T](#) (2010/08/16), Basis of Selection - Mandatory Technical Criteria

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement

#### Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

*(Derived from - Provenant de: B4008C, 2014/06/26 )*

### 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](#) (2018/06/21), 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 should be received on or before January 31, 2019.

#### 6.4.2 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Crystal Bysterveldt  
Title: A/ Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 3 Queen Street  
Charlottetown, PE  
C1A 4A2  
  
Telephone: (902) 940-7122  
Facsimile: (902) 566-7514  
E-mail address: [crystal.bysterveldt@pwgsc-tpsgc.gc.ca](mailto:crystal.bysterveldt@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.

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

**Details will be provided in any resulting contract**

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

*(Derived from - Provenant de: A1030C, 2007/05/25 )*



### **6.5.3 Contractor's Representative (Offeror please complete)**

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

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

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

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

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

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

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

### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

### **6.7 Payment**

#### **6.7.1 Basis of Payment**

##### **Basis of Payment - Firm Unit Price**

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

*(Derived from - Provenant de: C0207C, 2013/04/25 )*

#### **6.7.2 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

*(Derived from - Provenant de: H3027C, 2016/01/28 )*

## 6.8 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.

(Derived from - Provenant de: H5001C, 2008/12/12 )

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2018/06/21), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## 6.12 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28
D0018C	Delivery and Unloading	2007-11-30

**6.13 Shipping Instructions - FOB Destination and DDP**

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

FOB Destination Moncton, NB, including all delivery charges and customs duties and Applicable Taxes.

*(Derived from - Provenant de: D4002C, 2013/04/25 )*

## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### MANDATORY REQUIREMENTS:

Bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders MUST respond with complete specifications and/or descriptive literature of the equipment being offered.

**The complete specifications and/or descriptive literature should be submitted with the proposal** but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet all mandatory specifications and requirements will be deemed non-responsive. Each requirement should be addressed separately.

**Any changes to the requirement and/or questions will be answered with an amendment to the solicitation and posted on the Government Electronic Tendering System (GETS) at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca).**

#### **Technical Specifications for: Upright Ultra-low Freezers**

Technical Specifications		Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
1	Must include a <b><u>factory installed CO2 backup system</u></b>		
2	Must have a minimum <b><u>5 year full warranty (parts and labour)</u></b>		
3	Must have storage capacity of no less than <b><u>25.5 cubic feet</u></b>		
4	Must have an <b><u>external depth of 36 inches or less</u></b> (space limitations requirement)		
5	Must have <b><u>natural (hydrocarbon) refrigerant</u></b>		
6	Must have <b><u>two 750W compressors</u></b>		
7	Must have <b><u>vacuum insulated panels</u></b>		
8	Must have <b><u>insulated internal doors</u></b>		
9	Must have <b><u>heated door mullion</u></b> to prevent frost build-up around the door frame		

10	Must have <b><u>door keys</u></b> for door lock		
11	Must be capable of attaining and <b><u>maintaining a temperature of - 86°C</u></b>		
12	Must have a temperature control range of <b><u>-50°C to -80°C in 1°C increments</u></b>		
13	Must have a <b><u>temperature uniformity of +/- 5°C</u></b>		
14	Must run on a <b><u>standard 110V or 220V/15A power supply</u></b>		
15	Must produce no more than <b><u>50 decibels of ambient noise</u></b> during regular operation		
16	Must be <b><u>energy star certified</u></b>		
17	All the deliverables should be received on or before January 31, 2019 to 343 University Avenue in Moncton, New Brunswick.		

## ANNEX "B"

### BASIS OF PAYMENT

**Evaluation of Price:** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP (Moncton, NB), Canadian Customs Duties and Excise Taxes included.

### Basis of Selection:

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

Item No	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	For the supply and delivery of upright ultra-low freezers as per the requirement at Annex A	each	2	\$ _____	\$ _____
TOTAL					\$ _____
Applicable Taxes Extra					

**Make/Model Offered:** \_\_\_\_\_

**Technical documentation/specifications for the proposed make and model must accompany bid.**

## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

