



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**AMENDMENT NO.  
N° DE LA MODIFICATION  
01**

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

Attn : Donna Lowes, DLP 8-2-2  
[Donna.Lowes@forces.gc.ca](mailto:Donna.Lowes@forces.gc.ca)

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires**

|   |  |
|---|--|
| <b>Title – Titre</b>  | <b>Solicitation No. – N° de l'invitation</b> |
| Environmental Chambers  | W6399-23-LM88/A                              |
| <b>Date of Amendment – Date de modification</b>   |  |
| April 19, 2023  |  |
| <b>Address Enquiries to: – Adresser toutes questions à :</b>                                    |  |
| Donna Lowes by e-mail to <a href="mailto:Donna.Lowes@forces.gc.ca">Donna.Lowes@forces.gc.ca</a> |  |
| <b>Telephone No. – N° de telephone</b>  | <b>FAX No. – N° de fax</b>                   |
| N/A   | N/A  |
| <b>Destination</b>  |  |
| See Herein  |  |

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

**Solicitation Closes –  
L'invitation prend fin**

At: – à :

**02:00 PM Eastern Standard Time (EST)**

On: – le :

**11<sup>th</sup> of May 2023**

|  |
|--|
| <b>Delivery Required – Livraison exigée</b>  |
| See herein.  |
| <b>Vendor Name and Address – Raison sociale et adresse du fournisseur</b>  |
| <b>Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b> |
| Name – Nom _____ Title – Titre _____   |
| Signature _____ Date _____   |

Amendment 001 of Request for Request for proposal W6399-23-LM88/A is raised to respond to questions received, amend Annex D, and to extend the solicitation period to May 11, 2023.

**A: QUESTIONS AND ANSWERS:**

**Q1:** Regarding requirement at Annex B, 2.1 (g) Operational Performance Requirements, Page 22 which states chamber must Comply with the relevant sections of the Canadian Occupational Health and Safety Regulations, can you advise what must exactly be checked by vendors for compliance with Canadian Occupational Health and Safety Regulations?

**R1:** The Canada Occupational Health and Safety Regulations is a specific documentation that include several contents. We are looking at level of sound, protective equipment and procedure, Electrical Safety, Hazardous Substances: <https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>

**Q2:** Regarding Page 17 / 3.1 - Clean up the site and remove all packing material, etc., to be disposed of by the Contractor in a suitable on-site waste disposal bin.

Please confirm:

-the size of the dumpster

-if this will be next (close) to the chamber

please note: our service company will not transport waste to a disposal bin (of decent size to accommodate the waste) which is not right there in that area to use.

**R2:** There are several waste dumpsters on DND site which most are close to our building location. If the company can't remove and dispose all packing material on-site by using closest waste dumpster. The company might have to use other waste dumpster on our site. The size of our dumpster may have different size depending on their location.

**Q3:** Pages 19/20 - APPENDIX 2 EQUIPMENT ENVIRONMENTAL ASSESSMENT REPORT

We don't understand what this is. Do we need to complete this?

**R3:** This must be completed by the Contractor prior to delivery. It is not required with the bid.

**Q4:** Page 25, item# 2 - In order to demonstrate this, the Bidder must have sold a minimum of five (5) of the environmental chambers being offered to a laboratory or other organization for use in a similar role as intended by DND. The Bidder must provide contract numbers, award dates, models and quantities delivered that demonstrate the sales as specified. It is impossible for us to provide such references as we are under NDA with our customers who are a similar role as intended by DND. It would be considered a breach of NDA and we could get into legal trouble.

**R4:** The information request to confirm sales does not include the name of the customer; hence, by providing contract numbers, award dates, models and quantities delivered as requested does not breach the NDA.

**Q5:** Regarding Page 32 / Table 2: Technical Support (40 hours):

We did a CTRL-F of "3.4" as well as a CTRL-F of "Technical Support" to try to find what this is about and there are no details provided in the Request for Proposal. Please provide details so we may understand this and quote it properly.

**R5:** See **Section B** – Amendment to Annex D, as the expectation is that the suppliers will provide technical support at no cost during the warranty period.

**Q6:** Regarding Page 32 / Table 3 & Page 33 / Table 4:

Our proposals are only valid for 60 days. Unfortunately, there is no way for us to provide figures or estimates of figures on where our pricing will be beyond 60 days. Firstly, we are in an inflationary environment plus with parts and labour shortages, pricing is changing constantly. Secondly, none of our components suppliers from the BOM will even entertain providing pricing beyond 60 days because everybody is in the same predicament. Please let us know if we can leave these areas blank, especially considering that these optional figures are only estimations made in good faith which we unfortunately have no way to provide.

**R6:** Optional pricing is mandatory as part of the bid.

**Q7:** We would like to request an extension of 1 – weeks, due to the loss of power for several days due to the ice storm.

**R7:** DND will extend the RFP by 14 days which the solicitation date will close at 1400 hrs on 11 May 2023.

**Q8:** on page 15 – 2.1 (a) vi – Hands on repair and replacement of all operator-replaceable components: We need clarification. This is too open ended and a catch all statement. (It can even mean changing the compressors) and we can't accept it as is.

**R8:** For the training piece, it is just meant to have them provide training for anything defined by the OEM as user-level maintenance/repair.

**Q9:** Page 27 – item # 7: The environmental chambers must not include any of the following materials:

- i) Substances listed in Schedule I of the Canadian Prohibition of Certain Toxic Substances Regulations; and /
- ii) Hazardous material in accordance with the Canadian Hazardous Products Act including polychlorinated biphenyls, asbestos and heavy metals (i.e., mercury)

The manufacturers of these types of equipment are not located here in Canada and are not familiar with these Regulations and Acts. Hence, please provide us with these documents:

- Canadian Prohibition of Certain Toxic Substances Regulations

- Canadian Hazardous Products Act

**R9:**

Canadian Prohibition of Certain Toxic Substances Regulations: These regulations prohibit the manufacture, use, sale, offer for sale and import of certain toxic substances, as well as products containing them, with a limited number of exemptions. The company can refer to the link below in order to be familiar and comply with the Canadian Prohibition of Certain Toxic Substances

Prohibition of Certain Toxic Substances Regulations 2012 (SOR/2012-285): <https://pollution-waste.canada.ca/environmental-protection-registry/regulations/view?Id=114> and Prohibition of certain Toxic Substances regulations 2012: <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-285/index.html>

Prohibition of Certain Toxic Substances Regulations, 2012: overview: <https://www.canada.ca/en/environment-climate-change/services/management-toxic-substances/prohibition-regulations.html>

Canadian Hazardous Products Act: The federal Hazardous Products Act and the pursuant Hazardous Products Regulations, which apply to suppliers, define which materials (i.e., hazardous products) are included in the Workplace Hazardous Materials Information System (WHMIS) and set out what information suppliers must provide to employers for controlled products. The company can refer to the link below in order to be familiar and comply with the Canadian Hazardous Products Act.

ENG Hazardous Products Act (R.S.C., 1985, c. H-3): <https://laws-lois.justice.gc.ca/eng/acts/h-3/> and Hazardous Poison act: <https://laws-lois.justice.gc.ca/eng/acts/H-3/FullText.html>

Frequently Asked Questions - Hazardous Products Regulations: <https://www.canada.ca/en/health-canada/corporate/about-health-canada/legislation-guidelines/acts-regulations/frequently-asked-questions-hazardous-products-regulations.html>

Hazardous Products Act : <https://laws-lois.justice.gc.ca/eng/acts/h-3/FullText.html>

**Q10:** On page 27 / Item# 8 – The Environmental Chambers must include refrigerant that is compliant with the federal halocarbon regulations specified in the Canadian Environmental Protection Act, The manufacturers of

these types of equipment are not located here in Canada and are not familiar with this Act. Hence, please provide us with these documents.

**R10:** Canadian Environmental Protection Act :The Federal Halocarbon Regulations 2022 (FHR 2022) set out different prohibitions to prevent and reduce halocarbon emissions in the environment and requires that a permit be issued for certain activities involving refrigeration, air-conditioning, fire-extinguishing, and solvent systems and containers. The company can refer to the link below in order to be familiar and comply with the Canadian Environmental Protection Act.

Federal Halocarbon Regulations information : <https://www.canada.ca/en/environment-climate-change/services/air-pollution/issues/ozone-layer/measure-protect/federal-halocarbon-regulations-information.html>

Federal Halocarbon Regulations, 2022 SOR/2022-110: <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2022-110/FullText.html> and <https://www.gazette.gc.ca/rp-pr/p2/2022/2022-06-08/html/sor-dors110-eng.html>

**Q11:** Page 27 / Item# 9 – The Environmental Chambers must comply with the relevant sections of the Canadian Occupational Health and Safety Regulations. The manufacturers of these types of equipment are not located here in Canada and are not familiar with this Regulation. Hence, please provide us with these documents:

Relevant sections of the Canadian Occupational Health and Safety Regulations

**R11:** The company can refer to the links below in order to be familiar and comply with the Canada Occupational Health and Safety Regulations:

Canada Occupational Health and Safety Regulations  
<https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html> and  
<https://laws.justice.gc.ca/eng/regulations/sor-86-304/page-1.html>

**Q12:** Would your client like for us to modify the refrigeration coils to allow defrost during long periods of freezing (long periods of cold temperature tests)?

**R12:** This is not required.

**Q13:** Would your client like to have the printed & bound manual set (in addition to standard electronic download)?

**R13:** Yes

**B: Amendment to Annex D:**

Delete in its entirety: Annex D: Pricing Schedule.

Replace with the following:

**ANNEX D: PRICING SCHEDULE**

Bidders are required to provide a price for each line item indicated. If a price is left blank it will be interpreted as an offered price of \$0.00. If a price of an item is included in another item, this should be indicated by noting "Price of this item is included in item xx. (Insert item number)" If there is not an applicable Price for an item, this should be indicated as "N/A". The prices must be indicated in compliance with the Basis of Payment at para 6.6.1.

With the exception of the quantities for the initial procurement, the estimates of levels of effort and quantities for optional procurements are only estimations made in good faith and are not to be considered in any way as commitment from Canada.

**Prices: Bidder must provide firm unit prices Delivery Duty Paid (DDP) – Valcartier**

**Table 1: Initial Requirement**

| <b>Description</b>     | <b>Reference</b>          | <b>Unit Cost</b> | <b>Qty/Unit</b> | <b>Extended Cost</b> |
|------------------------|---------------------------|------------------|-----------------|----------------------|
| Environmental Chamber  | Annex A<br>and<br>Annex B | \$               | 2 EA            | \$                   |
| Training               | Annex A<br>Section<br>2.1 | \$               | 2 EA            | \$                   |
| Technical Data Package | Annex A<br>Section<br>2.2 | \$               | 1 EA            | \$                   |
| Delivery/Installation  | Annex A<br>Section<br>3.1 | \$               | 1 EA            | \$                   |
| Sub-Total              |                           |                  |                 | \$                   |
| Applicable Taxes       |                           |                  |                 | \$                   |
| <b>Total</b>           |                           |                  |                 | \$                   |

**Table 2: Optional Procurements – DDP Valcartier or Gatineau**

| <b>Description</b>     | <b>Reference</b>    | <b>Qty/Unit</b>          | <b>Unit Price<br/>0-12 Months</b> | <b>Unit Price<br/>13-24 Months</b> | <b>Unit Price<br/>25-36 Months</b> |
|------------------------|---------------------|--------------------------|-----------------------------------|------------------------------------|------------------------------------|
| Environmental Chamber  | Annex A and Annex B | Up to 3 additional units | \$                                | \$                                 | \$                                 |
| Training               | Annex A Section 2.1 | Up to 3 additional units | \$                                | \$                                 | \$                                 |
| Technical Data Package | Annex A Section 2.2 |                          | \$                                | \$                                 | \$                                 |
| Delivery/Installation  | Annex A Section 3.1 |                          | \$                                | \$                                 | \$                                 |
|                        |                     |                          | <b>Sub-total A</b>                | <b>Sub-total B</b>                 | <b>Sub-total C</b>                 |
|                        |                     |                          | \$                                | \$                                 | \$                                 |

**Average Sub-Total = (Sub-Total A + Sub-Total B + Sub-Total C) / 3**

**Table 3: Overall Evaluated Price – DDP Valcartier**

|                                    |    |
|------------------------------------|----|
| <b>Table 1: Sub-total</b>          | \$ |
| <b>Table 2: Sub-total</b>          | \$ |
| <b>Table 3: Total before taxes</b> | \$ |
| <b>Total Evaluated Price</b>       | \$ |

**All other terms and conditions remain unchanged.**