

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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 STORAGE SYSTEM		
Solicitation No. - N° de l'invitation W3555-125164/A	Date 2012-02-24	
Client Reference No. - N° de référence du client W3555-125164		
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-5825		
File No. - N° de dossier VIC-1-34168 (246)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-10		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène		Buyer Id - Id de l'acheteur vic215
Telephone No. - N° de téléphone (250) 363-3404 ()		FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 66 COLWOOD STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In reference to section 8 of the 2003 (2011-05-16) Standard Instructions, bids transmitted by facsimile will be accepted and a written confirmation of bids transmitted by facsimile will not be required.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British-Columbia.
2. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province

or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (One(1) hard copy)
 Section II: Financial Bid (One (1) hard copy)
 Section III: Certifications (One (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

Product documentation, specification, or literature demonstrating full compliance of the equipment and services offered with the minimum performance specifications and mandatory evaluation criteria listed in Annex A must be included with the bid.

I.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

II.1 SACC Manual Clauses

C3011T (2010-01-11) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Bidder's technical bid must demonstrate compliance with all the minimum performance specifications and mandatory technical evaluation criteria detailed under Annex A.

Product documentation, specification, or literature demonstrating full compliance of the equipment and services offered with the minimum performance specifications and mandatory evaluation criteria listed in Annex A must be included with the bid.

1.2 Financial Evaluation

1.2.1 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, Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2, shipping charges, Canadian customs duties, and excise taxes included.

2. Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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 so inform the Bidder and provide the Bidder with a time frame within which to meet the 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.

1.1 Federal Contractors Program *(Canadian Contractors Only)*

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or

following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors will be declared non-responsive.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more full-time or part-time permanent full time, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

Further information on the FCP is available on the following HRSDC Web site.

1.2 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Worker's Compensation Board.

The Bidder must provide, within five (5) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Supply, deliver, and install steel storage shelving and drawer units in accordance with the requirement detailed at Annex A to the Department of National Defence, Fleet Maintenance Facility Cape Breton, Victoria, BC Canada V9A 7N2.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

3.1 General Conditions

2030 (2011-05-16) General Conditions - Higher Complexity - Goods apply to and form part of the Contract.

3.2 Warranty - Contractor responsible for all costs

Section 22 entitled Warranty of general conditions 2030 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

4. Term of Contract

4.1 Delivery Date:

All the deliverables must be received at destination and installed by the Contractor on or before _____ *(Date inserted at time of contract award based on lead time offered by Bidder at Annex B - Section B.2)*

**** Contractor must contact the Project Authority listed under Paragraph 5.2 at least seven (7) business days prior to scheduled delivery to coordinate installation.**

Remark: Offloading will be performed by base personnel. No contractor involvement required.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1230 Government Street, Suite 401
Victoria, British Columbia
Canada
V8W 3X4
Telephone : (250) 363-3404
Email address: Helene.Kobenter@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.

5.2 Project Authority

The Project Authority for the Contract is:

(inserted by PWGSC at time of contract award)

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Payment

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 Annex B for a cost of CAD \$_____ (*amount inserted by PWGSC at time of contract award*). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

C2000C (2007-11-30) Taxes - Foreign-based Contractor

C2604C (2010-01-11) Custom Duties, Excise Taxes and GST/HST - Non-resident

C6000C (2011-05-16) Limitation of Price

H1000C (2008-05-12) Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

8.2 SACC Manual Clauses

A0285C (2007-05-25) Workers Compensation

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*name of the Canadian province or territory inserted by PWGSC at time of contract award, as specified by the Bidder in its bid, if applicable*)

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 2030 (2011-05-16) General Conditions - Higher Complexity - Goods;
- (c) Annex A - Requirement;
- (d) Annex B - Basis of Payment;
- (e) Annex C - Insurance Requirements;
- (f) the Contractor's bid dated _____ (*date inserted by PWGSC at time of contract award*)

11. Insurance Requirements

11.1 Insurance Requirements (*Canadian Contractor*)

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within five (5) calendar days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11.2 Insurance Requirements (*Foreign Contractor*)

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within five (5) calendar days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer with a current A.M. Best's rating of no less than A-. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Shipping Instructions - Delivery at Destination

Goods must be consigned and delivered to the destination specified in the contract and delivered: Delivered Duty Paid (DDP) Victoria, CB Canada V9A 7N2, Incoterms 2000 for shipments from a commercial contractor.

13. SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)
A9062C (2011-05-16) Canadian Forces Site Regulations
D5328C (2007-11-30) Inspection and Acceptance

ANNEX A - REQUIREMENT

STEEL SHELVING AND DRAWERS

Scope of Services

Contents

1.0 Operating Conditions

This specification covers the minimum Government requirements for the supply, delivery, and installation of ready use storage shelving and drawer units as detailed in the minimum mandatory requirements.

2.0 Minimum Mandatory Requirements

2.1 Legislation and Bylaws

- 2.1.1 All units and configurations supplied must adhere to both the British Columbia Building Code (current edition) and the National Building Code (current edition)
- 2.1.2 All units must be supplied with seismic documentation certified in writing by a professional engineer registered in British Columbia.
- 2.1.3 All seismic calculation must be performed utilizing Seismic Zone 5, with the consideration the FMF CB is in a very high risk range for a seismic event. The rigidity of the structure and building harmonics into which the systems are to be installed should be taken into consideration in the design of the systems. While the harmonics of the buildings are not available, drawings of the foundations and structures are available as required upon request. The building code applies zonal elements for v , Z_a , and Z_v . The following values shall be used for the structural design of the pallet racking, cantilever racking, steel shelving, and drawer storage systems:
 - 2.1.3.1 Foundation Factor (F) = 1.5
 - 2.1.3.2 Seismic Importance Factor (I) = 1.3
 - 2.1.3.3 Zonal Velocity Ratio (v) = from building code
 - 2.1.3.4 Acceleration – related to seismic zone (Z_a) = from building code
 - 2.1.3.5 Velocity – related to seismic zone (Z_v) = from building code
 - 2.1.3.6 For pallet rack seismic calculations, use an average loading of 80% of the indicated capacity and 100% occupancy.
 - 2.1.3.7 For steel shelving, cantilever racking, and drawer storage systems seismic calculations, use an average loading of maximum capacity and 100% occupancy.

2.2 Capacity and Processing Requirement

2.3 Physical Requirements

- 2.3.1 All supplied shelves, shelving assemblies, drawers, dividers, anchor plates, shelf or drawer reinforcements must be supplied pre-finished with a durable powder coated finish in a light grey color.

2.3.2 All supplied pieces must be supplied in the same color.

2.3.3 The supplier must supply 13 drawer/shelf combination units configured as follows:

- 2.3.3.1 The overall height of the supplied units must not exceed 87", including all fasteners and seismic restraints.
- 2.3.3.2 Each unit must not exceed an overall depth of 24", including all brackets, seismic restraints, fasteners, supports, or structure.
- 2.3.3.3 Each unit must not exceed an overall width of 48", including all brackets, seismic restraints, fasteners, supports, or structure.
- 2.3.3.4 Each unit must be fully enclosed on the sides and back to prevent material spillage into or out of the unit except from the front access.
- 2.3.3.5 Each unit must include drawers that occupy the full width.
- 2.3.3.6 The supplier may propose alternative drawer widths to full width drawers so long as the combination of drawer sections do not alter the overall shelving layout and will provide an equivalent storage volume.
- 2.3.3.7 Each drawer must have a load capacity of 400 lbs when fully extended.
- 2.3.3.8 Each drawer must include a label system and pull for opening.
- 2.3.3.9 Each drawer must include stops and/or fail safes to prevent drawers from accidental disengagement from units.
- 2.3.3.10 Units must be anchored to prevent tipping of units when drawers fully extended.
- 2.3.3.11 Each unit must include 7 drawers that do not exceed 4" in height overall.
- 2.3.3.12 Each unit must include 4 drawers that do not exceed 8" in height overall.
- 2.3.3.13 Each unit must have the drawers installed beginning from the bottom of the unit with the 8" drawers installed in the lower area and the 4" drawers installed directly above the 8" drawers.
- 2.3.3.14 The total height of the installed drawers in the unit must not exceed 64" in overall height.
- 2.3.3.15 Each unit must include one shelf mounted directly above the uppermost drawer.
- 2.3.3.16 Each unit must include one shelf mounted mid way between the shelf above the drawers and the top of the unit.
- 2.3.3.17 Each unit must include one shelf mounted at the extreme top of the unit, this shelf must not be mounted above the stated 87" maximum height for the unit.
- 2.3.3.18 The shelves mounted directly above the drawer units and at the extreme top of the units may be permanently secured into place as required to satisfy seismic requirements.
- 2.3.3.19 The mid shelf must be adjustable on 2" increments minimum and must be secured without the use of bolts or fasteners.

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- 2.3.3.20 Each shelf must have a minimum capacity of 600 pounds distributed over the entire area of the shelf.
 - 2.3.3.21 Each unit must include footplates to secure units to the floor to satisfy seismic requirements.
 - 2.3.3.22 The supplied 13 units will be configured in with 5 mounted together side by side and the remaining 8 units configured in rows of 4 units mounted together side by side.
 - 2.3.3.23 Each drawer must be configured for partitions.
 - 2.3.3.24 Each drawer must be configured for a minimum of 2 partitions along the depth of the drawer and 4 partitions minimum along the width of the drawer, for a total of 8 partitions per drawer minimum.
 - 2.3.3.25 Each drawer must be supplied with all components required to provide the minimum partitions specified above.
 - 2.3.4 The supplier must supply 5 shelving units configured as follows:
 - 2.3.4.1 The overall height of the supplied units must not exceed 87", including all fasteners and seismic restraints.
 - 2.3.4.2 Each unit must not exceed an overall depth of 12", including all brackets, seismic restraints, fasteners, supports, or structure.
 - 2.3.4.3 Each unit must not exceed an overall width of 48", including all brackets, seismic restraints, fasteners, supports, or structure.
 - 2.3.4.4 Each unit must have a fully closed side panel to protect contents of shelf from either falling off to the side or anything falling into the shelf from the side.
 - 2.3.4.5 Each unit must be supplied with a minimum of 7 shelves.
 - 2.3.4.6 Each shelf must be capable of being positioned within the unit in 2" increments along the full height of the unit, with the first location being 2" from the bottom and the uppermost position being 2" from the top of the unit.
 - 2.3.4.7 Each unit must have the bottom 2 shelves reinforced to allow persons to use occasionally as a step.
 - 2.3.4.8 Each shelf within the units must have an individual load capacity of 600 pounds minimum distributed over the entire area of the shelf.

2.4 Documentation

- 2.4.1 Units must be supplied with assembly and installation manuals, instructions or equivalents.
- 2.4.2 All documentation, literature, and certifications supplied with units must be supplied in English.

2.5 Safety and Operation Labeling

- 2.5.1 Supplier must identify the lifting points for the equipment on the packaging for units or stickers must be applied to units identifying lifting points if units are not packaged.
- 2.5.2 Supplier must identify the center of gravity and the center of mass of the equipment for safe lifting.

2.5.3 Any pinch points, hazard areas, operator safety concerns, and moving components must be clearly labeled in English.

2.5.4 Operating instruction must be clearly labeled and printed in English.

3.0 Quality

3.1 Performance Guarantee

3.1.1 The supplier will guarantee the equipment performance will meet the operating and design rates, specified in the Technical Specification for the duration of the warranty period.

3.1.2 The supplier shall visit installation site prior to installation to verify access, location, and conditions for the installation. The supplier shall take all required field measurements, marking the beginning and ending of the storage system for approval by the Crown's representative prior to erection, and notify the Crown's representative of any potential conflicts or problems.

4.0 Packaging and Transportation

4.1 All equipment, and accessories include with the storage system must be packaged, crated, or boxed to ensure no damage is sustained by equipment during the transport, loading, unloading, or general handling of components prior to the final installation.

5.0 Installation

5.1.1 Each unit must be secured to the concrete floor using a minimum of 3/8" diameter by 2.75" length anchors suitable to meet the seismic requirements as specified in Section 2.1. Supplier to supply anchors and secure units to floor as part of contract.

5.1.2 Each unit must be secured to the floor in a staggered type pattern alternating front to back. Anchoring to be increased as required by seismic requirements.

5.1.3 Units may only be secured to building structure through the concrete floor, they must be secured to adjoining units for added stability.

5.1.4 Following completion of installation supplier will ensure any damaged components are replaced, all paint imperfections are corrected, any dust or dirt on or around storage systems is cleaned up and disposed of accordingly at their own expense.

6.0 Warranty

6.1 Supplies and services furnished shall be covered by warranty from defects in design, materials and workmanship. The warranty must be a minimum duration of 12 full months following, and shall commence from the date of FMF CB acceptance of the supplied storage system. Acceptance of the manufacturer's standard commercial warranty shall not minimize the rights of Canada under clauses in the contract, and in any conflict that arises between the terms and conditions of the contract and manufacturer's warranty, the terms and conditions of the contract shall take precedence. The warranty period shall commence from the date of acceptance.

ANNEX B - BASIS OF PAYMENT

B. 1 Pricing:

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2, shipping charges, Canadian customs duties, and excise taxes included.

Pricing offered must be firm, and include all costs for labour, travel, accommodation, and tools required for the installation.

No further charges will be allowed.

Item	Description	Quantity	Unit of Issue	Firm Price CAD
1	Supply, deliver, and install steel storage shelving and drawer units in accordance with the requirement detailed at Annex A - Requirement Offloading by DND personnel	1	LOT	\$
EVALUATED FIRM LOT PRICE DDP Destination, Victoria BC Canada				\$
GST/HST as applicable				\$
TOTAL COST				\$

B.2 Delivery: **** Bidders must complete the following statement ****

While delivery is requested by 28-SEP-2012, the best delivery and installation date that could be Offered is _____ weeks after receipt of a contract award.

ANNEX C - INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (SIB) or similar program).
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal

strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice,
234 Wellington Street, East Tower,
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.