

**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

<b>Title - Sujet</b> WAREHOUSE SHELVING		
<b>Solicitation No. - N° de l'invitation</b> W3555-136309/A	<b>Date</b> 2012-09-21	
<b>Client Reference No. - N° de référence du client</b> W3555-136309		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-246-6024		
<b>File No. - N° de dossier</b> VIC-2-35129 (246)	<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 2012-11-02</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kobenter, Hélène		<b>Buyer Id - Id de l'acheteur</b> vic246
<b>Telephone No. - N° de téléphone</b> (250) 363-3404 ( )		<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 BLDG 250 DOCKYARD 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

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Code of Conduct Certifications – Certifications Required Precedent to Contract Award
2. Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance Requirements
12. Shipping Instructions - Delivery at Destination
13. SACC Manual Clauses

#### **List of Annexes:**

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Insurance Requirements

---

## 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 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

4. Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

5. The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

## 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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British-Columbia.

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 goods 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. Code of Conduct Certifications – Certifications Required Precedent to Contract Award

**1.1** Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

## 2. 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.

### 2.1 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.

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### **2.3 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**

For the supply, delivery, assembly, installation, and anchoring of a steel shelving and drawer storage system in accordance with the requirement and mandatory technical evaluation criteria detailed in Annex A to the Department of National Defence, Fleet Maintenance Facility Cape Breton (FMF-CB), 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 Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2030 (2012-07-16) General Conditions - Higher Complexity - Goods apply to and form part of the Contract.

The text under Subsection 4 of Section 43 – Code of Conduct and Certifications - Contract of 2030 referenced above is replaced by:

- 4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

#### **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 fifteen (15 business days prior to the above noted delivery date to co-ordinate 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

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 (2012-07-16) General Conditions - Higher Complexity - Goods including the amendments to section 43 entitled "Code of Conduct and Certifications - Contract" of the general conditions 2030 as detailed under Section 3, paragraph 3.1 titled "General Conditions" of the Agreement, and including the amendments to section 22 entitled "Warranty" of the general conditions 2030 as detailed under Section 3, paragraph 3.2 titled "Warranty - Contractor responsible for all costs" of the Agreement;
- (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 fulfil 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 fulfil 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 DRAWER STORAGE SYSTEM

#### Scope of Services

For the supply, delivery, assembly, installation, and anchoring of a steel shelving and drawer storage system in accordance with the requirement and mandatory technical evaluation criteria detailed in this annex to the Department of National Defence, Fleet Maintenance Facility Cape Breton (FMF-CB), Victoria, BC Canada V9A 7N2.

#### 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. The following information is to be utilized for calculation purposes only.

2.1.2.1 All seismic calculation must be performed utilizing Seismic Zone 5, with the consideration that 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, engineered drawings of the foundations and structures are available as required upon request to the successful bidder, if required. 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:

2.1.2.1.1 Foundation Factor ( $F$ ) = 1.5

2.1.2.1.2 Seismic Importance Factor ( $I$ ) = 1.3

2.1.2.1.3 Zonal Velocity Ratio ( $v$ ) = from building code

2.1.2.1.4 Acceleration – related to seismic zone ( $Z_a$ ) = from building code

2.1.2.1.5 Velocity – related to seismic zone ( $Z_v$ ) = from building code

2.1.2.1.6 For pallet rack seismic calculations, use an average loading of 80% of the indicated capacity and 100% occupancy.

2.1.2.1.7 For steel shelving, cantilever racking, and drawer storage systems seismic calculations, use an average loading of maximum capacity and 100% occupancy.

---

## 2.2 Physical Requirements and mandatory technical evaluation criteria

- 2.2.1 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.
- 2.2.2 All supplied pieces must be supplied in the same color.
- 2.2.3 The supplier must supply 13 drawer/shelf combination units (SHD1 units per industrial layout drawing #0950776 Rev.1 included in the solicitation package) configured as follows:
  - 2.2.3.1 The overall height of the supplied units must not exceed 87", including all fasteners and seismic restraints. (
  - 2.2.3.2 Each unit must not exceed an overall depth of 25" , including all brackets, seismic restraints, fasteners, supports, or structure.
  - 2.2.3.3 Each unit must not exceed an overall width of 48" , including all brackets, seismic restraints, fasteners, supports, or structure.
  - 2.2.3.4 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.
  - 2.2.3.5 Each unit must include drawers that occupy the full width.
  - 2.2.3.6 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.
  - 2.2.3.7 Each drawer must have a load capacity of 400 lbs when fully extended.
  - 2.2.3.8 Each drawer must include a label system and pull for opening.
  - 2.2.3.9 Each drawer must include stops and/or fail safes to prevent drawers from accidental disengagement from units.
  - 2.2.3.10 Units must be anchored to prevent tipping of units when drawers fully extended.
  - 2.2.3.11 Each unit must include 7 drawers that do not exceed 4" in height overall.
  - 2.2.3.12 Each unit must include 4 drawers that do not exceed 8" in height overall.
  - 2.2.3.13 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.
  - 2.2.3.14 The total height of the installed drawers in the unit must not exceed 64" in overall height.
  - 2.2.3.15 Each unit must include one shelf mounted directly above the uppermost drawer.
  - 2.2.3.16 Each unit must include one shelf mounted mid way between the shelf above the drawers and the top of the unit.
  - 2.2.3.17 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.

- 
- 2.2.3.18 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.
  - 2.2.3.19 The mid shelf must be adjustable on 2" increments minimum and must be secured without the use of bolts or fasteners.
  - 2.2.3.20 Each shelf must have a minimum capacity of 600 pounds distributed over the entire area of the shelf.
  - 2.2.3.21 Each unit must include foot plates to secure units to the floor to satisfy seismic requirements.
  - 2.2.3.22 The supplied 13 units will be configured with 5 units mounted together side by side and the remaining 8 units configured in rows of 4 units mounted together side by side.
  - 2.2.3.23 The overall width of the 5 units mounted together must not exceed 240 inches in length, including all brackets, seismic restraints, fasteners, supports, or structure.
  - 2.2.3.24 The overall width of the 4 units mounted together must not exceed 192 inches in length, including all brackets seismic restraints, fasteners, supports, or structure.
  - 2.2.3.25 Each drawer must be configured for partitions.
  - 2.2.3.26 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.
  - 2.2.3.27 Each drawer must be supplied with all components required to provide the minimum partitions specified above.
- 2.2.4 The supplier must supply 4 shelving units (SH1 and SH2 units per industrial lay-out drawing #0950776 Rev.1 included in the solicitation package) configured as follows:
- 2.2.4.1 The overall height of the supplied units must not exceed 87", including all fasteners and seismic restraints.
  - 2.2.4.2 Each unit must not exceed an overall depth of 13", including all brackets, seismic restraints, fasteners, supports, or structure.
  - 2.2.4.3 Each unit must not exceed an overall width of 48" ,including all brackets, seismic restraints, fasteners, supports, or structure.
  - 2.2.4.4 The overall length of the 4 shelving units mounted together must not exceed 192 inches.
  - 2.2.4.5 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.
  - 2.2.4.6 Each unit must be supplied with a minimum of 7 shelves.
  - 2.2.4.7 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.
  - 2.2.4.8 Each unit must have the bottom 2 shelves reinforced to allow persons to use occasionally as a step.

2.2.4.9 Each shelf within the units must have an individual load capacity of 500 pounds minimum distributed over the entire area of the shelf.

2.2.4.10 The four supplied units SH1 and SH2 will be configured side by side and mounted back to back with the drawer units (SHD1).

## **2.3 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.

## **3.0 Quality**

### **3.1 Performance Guarantee**

3.1.1 The Contractor 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 Contractor must visit the 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 DND Project Authority prior to erection, and notify the DND Project Authority 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. Contractor 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 the Contractor must 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.

5.1.5 All work is subject to inspection and acceptance by DND Project Authority or designated representative.



## 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, assemble, install and anchor a steel shelving and drawing storage system in accordance with the requirement and mandatory technical evaluation criteria detailed at Annex A. 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 and installation are requested to be completed on or before 01-Mar-2013 , 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

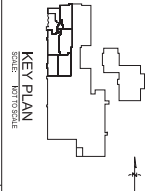
For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice,  
234 Wellington Street, East Tower,  
Ottawa, Ontario, K1A 0H8

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.

## **C.2 Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

- NOTES:
1. CHAIN LINK FENCING AND DOOR HARDWARE TO BE SUPPLIED AND INSTALLED BY BCEO.
  2. CHAIN LINK FENCE SHALL EXTEND FROM FLOOR TO CEILING IN ALL CASES TO COMPLETELY SECURE AREA.
  3. STORAGE CABINETS WITH SLIDING DRAWERS / OVERHEAD SHELVING TO BE SUPPLIED AS SHOWN. EQUIPMENT MUST BE UNIFORM WITH EXISTING EQUIPMENT EMPLOYED IN D250 TRADE SERVICE CENTRES.
  4. LIGHTING AND ELECTRICAL SERVICES TO BE SURVEYED AND ADJUSTED TO SUIT NEW LAYOUT.

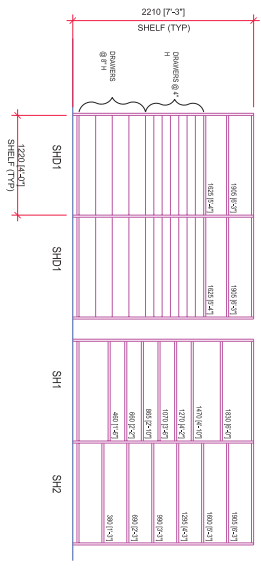
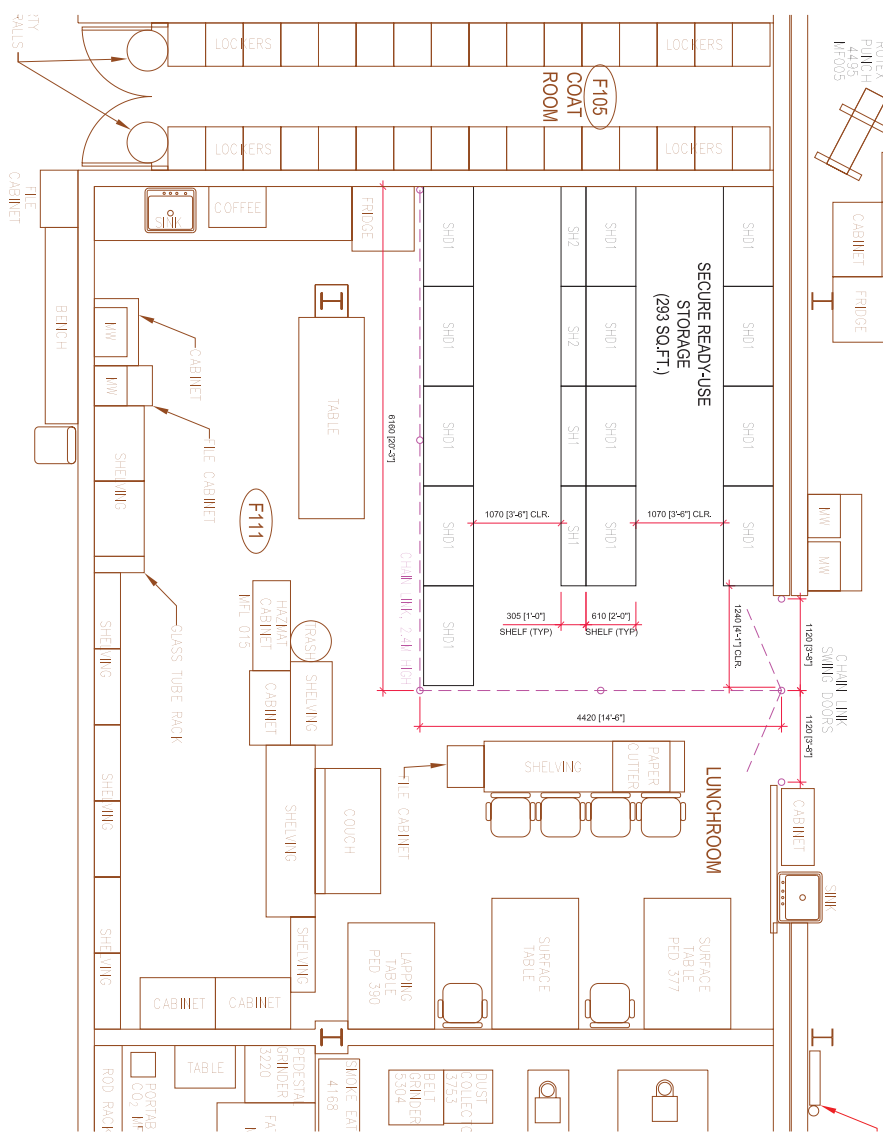


INDUSTRIAL ENGINEERING SECTION	
CORPORATE SERVICES DEPARTMENT	
FLEET MAINTENANCE FACILITY	
CAPE BRETON	
VICTORIA BC	
SECURE STORAGE FOR SHOP 133 CONSUMABLES	
IE 294	
INDUSTRIAL ENGINEERING	
20050978	
INDUSTRIAL LAYOUT	
SECURE STORAGE	
MECHANICAL FITTERS WORK CELL	
LIGHT MECHANICAL WORK CENTRE (LMW)	
SHOP 133 / BUILDING D250 / FMF CAPE BRETON	
0950776	
Canada	



INDUSTRIAL ENGINEERING	
20050978	
INDUSTRIAL LAYOUT	
SECURE STORAGE	
MECHANICAL FITTERS WORK CELL	
LIGHT MECHANICAL WORK CENTRE (LMW)	
SHOP 133 / BUILDING D250 / FMF CAPE BRETON	
0950776	
Canada	

NEW LAYOUT  
SCALE: 1/2"



TYPICAL SHELVING ELEVATION  
SCALE: 1/2"



UNIFORM STORAGE SOLUTION  
SCALE: 1/2"