



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**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> EXPLOSIVE STORAGE CONTAINERS	
<b>Solicitation No. - N° de l'invitation</b> W8486-136120/A	<b>Date</b> 2012-10-29
<b>Client Reference No. - N° de référence du client</b> W8486-136120	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-597-61462	
<b>File No. - N° de dossier</b> hs597.W8486-136120	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-10</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourassa, Chantal	<b>Buyer Id - Id de l'acheteur</b> hs597
<b>Telephone No. - N° de téléphone</b> (819) 956-6763 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<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 (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>

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Performance and Technical Specification for the Explosive Storage Containers, Annex C - Mandatory Evaluation Criteria - Explosive Storage Containers.

### 2. Summary

The Department of National Defence has a requirement to purchase the following:

#### Item 001 - Group A:

Six (6) Explosive Storage Containers "Variant A", and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing;

Four (4) Explosive Storage Containers “Variant B” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing.

**Item 002 - Groupe B:**

One (1) Explosive Storage Containers “Variant C” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing.

**An option is included to purchase the following and to be exercised within twelve (12) months from the effective date of the contract.**

**Item 003 - Group A:**

Up to two (2) Explosive Storage Containers “Variant A”;

Up to two (2) Explosive Storage Containers “Variant B”.

**Item 004 - Group B:**

Up to one (1) Explosive Storage Containers “Variant C”.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement (NAFTA), Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Agreement on Internal Trade (AIT).

**3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 of 2003 referenced above is replaced by:**

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) 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.

**Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:**

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.

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**Subsection 4 of Section 05 - Submission of Bids of 2003**, referenced above is amended as follows:

**Delete:** "Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation."

**Insert:** "Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the 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 **seven (7)** 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 Ontario.

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.

## **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the

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suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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 8.5 x 11 inch (216 mm x 279 mm) 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria

under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3. In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

## **Section II: Financial Bid**

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and at Annex A - Pricing. Bidders should complete Annex A and submit it with their bid.

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical group of variant (firm quantity and optional quantity) in order to be evaluated:

Group A included Variants A and B

Group B included Variant C

## **1. SACC Manual Clauses**

### **1.1 Exchange Rate Fluctuation**

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the

specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)

6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.

7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### **Section III: Certifications and Additional Information**

#### **1. Certifications**

Bidders must submit the certifications required under Part 5.

#### **2. Additional Information**

Canada requests that bidders submit the following information:

##### **2.1 Delivery**

###### **2.1.1 Firm Quantity**

While delivery of the equipment is requested by **October 15, 2013**, the best delivery that could be offered is as follows:

##### **Item 001 - Group A:**

Six (6) Explosive Storage Containers "Variant A" and related items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

Four (4) Explosive Storage Containers "Variant B" and related items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **Item 002 - Group B:**

One (1) Explosive Storage Container "Variant C" and related items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

### 2.1.2 Optional Quantity

The best delivery that could be offered is as follows:

#### Item 003 - Group A:

If an option is exercised, up to two (2) Explosive Storage Container “Variant A” will be delivered within \_\_\_\_\_ weeks/calendar days.

If an option is exercised, up to two (2) Explosive Storage Container “Variant B” will be delivered within \_\_\_\_\_ weeks/calendar days.

#### Item 004 - Group B:

If an option is exercised, up to one (1) Explosive Storage Container “Variant C ” will be delivered within \_\_\_\_\_ weeks/calendar days.

## 2.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

Delivery follow-up

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 2.3 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and its component that exceeds the minimum warranty period of **twelve (12) months**. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

## 2.4 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months.

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If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the equipment and any related items.

Any extended warranty period offered will not be included in the financial evaluation.

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## **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 Evaluation Criteria**

Bids must be completed in full. Bidders must provide all technical information requested in the bid solicitation and Annex B with their bid.

**1.1.2** Bidders must submit with their bid the completed Annex C (attached).

A check mark should be added in Annex C - Mandatory Evaluation Criteria, Column - Compliant (Yes/No).

**1.1.2.1** Bidders must provide proof of compliance of the equipment performance as detailed in the Annex B. Additional explanation must be provided to support their technical compliance such as, but not limited to, brochures, technical literature and specifications.

##### **1.1.2.2 Certification and Attestation with the bid**

The Bidders must provide for each variant (Variant A, B and C) the following in accordance with Annex B:

- i) A copy of the Department of Defense Explosives Safety Board (DDESB) for storage capacity, safety distance and inclusion of fragmentation liner certification;
- ii) A letter which demonstrates the NEQ has been calculated using a TNT equivalence of 1.37 to 1.;
- iii) A written attestation for the intrusion detection system, interior lighting and lightning protection for each variant; and
- iv) A brochure including drawings that confirm that the interior storage area, safe storage area markings, storage unit and access door are in accordance with Annex B - Performance and Technical Specification for the Explosive Storage Containers.

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#### **1.1.2.4 Site Layout Plan**

The Bidders must provide a Site Layout Plan for each storage site A and B in accordance with Annex B.

### **1.2 Financial Evaluation**

#### **1.2.1 Mandatory Financial Evaluation Criteria**

**1.2.1.1** Bids must be completed in full. Bidders must provide all financial information requested in the bid solicitation and at Annex A - Pricing with their bid.

**1.2.1.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for the optional quantity, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

Bidders must quote a price for all items with identical group of variant (firm quantity and optional quantity).

#### **1.2.1.3 Aggregate Evaluated Price**

Bids will be evaluated on an aggregate price basis per item with identical group of variant for the firm quantity and the optional quantity.

### **2. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price per group of variant will be recommended for award of a contract. More than one (1) contract may be awarded.

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## 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) 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 - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the



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Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts 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 for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Bidder or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

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

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## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Financial Capability**

**SACC Reference**

A9033T

**Title**

Financial Capability

**Date**

2012-07-16

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Requirement**

The Contractor must deliver:

#### **Item 001 - Group A:**

Six (6) Explosive Storage Containers “Variant A”, and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing;

Four (4) Explosive Storage Containers “Variant B” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing.

#### **Item 002 - Groupe B:**

One (1) Explosive Storage Containers “Variant C” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012 and as described at Annex A - Pricing;

**An option is included to purchase the following and to be exercised within twelve (12) months from the effective date of the contract.**

#### **Item 003 - Group A:**

Up to two (2) Explosive Storage Containers “Variant A”;

Up to two (2) Explosive Storage Containers “Variant B”.

#### **Item 004 - Group B:**

Up to one (1) Explosive Storage Containers “Variant C”.

### **1.1 Technical Changes, Substitutes and Alternatives**

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### **1.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

## **2. 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.

### **2.1 General Conditions**

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

**Subsection 4 of Section 43 - Code of Conduct and Certifications of 2030 referenced above is replaced by:**

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.

At Section 22, Warranty

Delete paragraphs 2, 3 and 4 in their entirety and replace with the following:

“2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must initiate corrective measures within two (2) working days and complete the repair, replacement or otherwise make good within a reasonable length of time at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

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. In the event of a warranty dispute with a component manufacturer, the Contractor must be held responsible for all warranty coverage.”

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.”

### **3. Security Requirement**

There is no security requirement associated with the requirement.

### **4. Term of Contract**

#### **4.1 Delivery Date**

Delivery of the equipment must be made as follows:

#### **Firm Quantity**

#### **Item 001 Group A:**

Six (6) Explosive Storage Vessel “Variant A” and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Four (4) Explosive Storage Vessel “Variant B” and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

#### **Item 002 Group B:**

One (1) Explosive Storage Vessel “Variant C” and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

#### **2.1.2 Optional Quantity**

The best delivery that could be offered is as follows:

#### **Item 003 Group A:**

If the option is exercised, up to two (2) Explosive Storage Container “Variant A” must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

If the option is exercised, up to two (2) Explosive Storage Container “Variant B” must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

#### **Item 004 Group B:**

If the option is exercised, up to one (1) Explosive Storage Container “Variant C ” must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chantal Bourassa  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch

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LEFTD - HS Division

Place du Portage, Phase III, 7B1

Gatineau, Quebec K1A 0S5

Telephone: 819-956-6763

Facsimile: 819-956-5227

E-mail address: chantal.bourassa@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 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP \_\_\_\_\_

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

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

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## **5.3 Technical Authority**

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

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

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

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

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.4 Contractor's Representative

### General enquiries

Name: To be inserted by PWGSC

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### Delivery follow-up

Name: To be inserted by PWGSC

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 6. Payment

### 6.1 Basis of Payment

#### 6.1.1 Firm Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

#### 6.1.2 Optional Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, FCA Free Carrier, at Contractor's Canadian facility or the Contractor's Canadian distribution point, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.



## 6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

## 6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

## 7. Invoicing

### 7.1 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 on the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original must be forwarded to the Procurement Authority to the following address for certification and payment.

National Defence Headquarters  
Mgen George R. Pearkes Building

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101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP \_\_\_\_\_

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

## **7.2 Holdback**

Canada will apply a ten (10) percent holdback on the total price of each equipment on any due payment of the said equipment.

For item **001** (firm quantity) release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said equipment and related items such as Operator/Maintenance Manual and and the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and paid under the previous invoice.

(a) The original invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

## **8. 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.

## **9. Applicable Laws**

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

## 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 2030 (2012-07-16) General Conditions - Higher Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Annex B - Performance and technical specification for the explosive storage containers;
- (e) The Contractor's bid dated **(to be inserted by PWGSC)** \_\_\_\_\_, as amended **(to be inserted by PWGSC)** \_\_\_\_\_.

## 11. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

## 12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or its representative. Should any report, document, good or service not be in accordance with the requirements of the Annex B - Performance and technical specification for the explosive storage containers and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 12.1 Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) per package.

## 14. Shipping Instructions - Delivery at Destination (Firm Quantity)

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination) as specified below. Unless otherwise directed, delivery must be made by the most

economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified below. The consignee may refuse shipments when prior arrangements have not been made.

**Items 001** - The contact person at destination is: to be inserted by PWGSC .

The goods must be delivered to to be inserted by PWGSC .

**Items 002** - The contact person at destination is: to be inserted by PWGSC .

The goods must be delivered to to be inserted by PWGSC .

## **15. Delivery and Unloading (firm quantity)**

1. Contractor must provide delivery, unloading and placement of Explosive Storage Containers on existing concrete pads (or otherwise specified) at the applicable DND delivery location(s).

## **16. Cleanup of Site**

The Contractor shall remove all scrap material (for example, packaging materials) from the storage site.

## **17. Shipping Instructions (Optional Quantity)**

1. Delivery will be FCA Free Carrier at the Contractor's Canadian facilities or the Contractor's Canadian Distribution Point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3. **(The DND Inbound Logistics Coordination Center will be identified if the option is exercised.)**

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the Contract number;

- 
- (b) consignee address (for multiple addresses, items must be packaged and labeled separately with each consignee address);
  - (c) description of each item;
  - (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - (e) actual weight and dimensions of each piece type, including gross weight;
  - (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## **18. Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

## **19. Progress Reports**

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The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the equipment and related items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

## **20. Insurance Requirements**

The Contractor must comply with the insurance requirements specified herein. 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 ten (10) 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 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.

## **21. 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 Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the department of National Defence and/or 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 (WSIB) 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) Litigation Rights: 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 acknowledgement 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.

## **22. Automobile Liability Insurance**

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.

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.



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## ANNEX A - PRICING

### FIRM QUANTITY

#### Item 001 Group A:

##### Explosive Storage Containers “Variant A”

The Contractor must deliver six (6) Explosive Storage Containers “Variant A” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012.

Firm lot price of \$\_\_\_\_\_per equipment Delivered Duty Paid within the National Capital Region, in accordance with Part 7 Basis of Payment.

##### Explosive Storage Containers “Variant B”

The Contractor must deliver four (4) Explosive Storage Containers “Variant B” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012.

Firm lot price of \$\_\_\_\_\_per equipment Delivered Duty Paid within the National Capital Region, in accordance with Part 7 Basis of Payment.

#### Item 002 Group B:

##### Explosive Storage Containers “Variant C”

The Contractor must deliver one (1) Explosive Storage Containers “Variant C” and related items such as one (1) Operator/Maintenance Manual and one (1) the Directorate of Ammunition and Explosive Regulation (DAER) for use in Canada approval document prior to delivery for each Explosive Storage Container Variant, in accordance with the attached Annex B - Performance and technical specification for the explosive storage containers, dated Sept 18, 2012.

Firm lot price of \$\_\_\_\_\_per equipment Delivered Duty Paid at CFB Trenton, Ontario, in accordance with Part 7 Basis of Payment.

### OPTIONAL QUANTITY

#### Item 003 Group A:

##### Explosive Storage Containers “Variant A”

If this option is exercised, the Contractor must deliver up to two (2) Explosive Storage Containers “Variant A”.

Firm unit price of \$\_\_\_\_\_per equipment, FCA Free Carrier at Contractor’s Canadian facility or Contractor’s Canadian distribution point as detailed in Part 7 Basis of Payment.

#### **Explosive Storage Containers “Variant B”**

If this option is exercised, the Contractor must deliver up to two (2) Explosive Storage Containers “Variant B”.

Firm unit price of \$\_\_\_\_\_per equipment, FCA Free Carrier at Contractor’s Canadian facility or Contractor’s Canadian distribution point as detailed in Part 7 Basis of Payment.

#### **Item 004 Group B:**

#### **Explosive Storage Containers “Variant C”**

If this option is exercised, the Contractor must deliver up to one (1) Explosive Storage Containers “Variant C”.

Firm unit price of \$\_\_\_\_\_per equipment, FCA Free Carrier at Contractor’s Canadian facility or Contractor’s Canadian distribution point as detailed in Part 7 Basis of Payment.

#### **Item 005 – Extended Warranty Period - Group A**

If the warranty period is extended for an additional period of \_\_\_\_\_ months/calendar days, the Contractor will be paid a firm unit price of \$\_\_\_\_\_ per equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

#### **Item 006 – Extended Warranty Period - Group B**

If the warranty period is extended for an additional period of \_\_\_\_\_ months/calendar days, the Contractor will be paid a firm unit price of \$\_\_\_\_\_ per equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

## **PERFORMANCE AND TECHNICAL SPECIFICATION FOR THE EXPLOSIVE STORAGE CONTAINERS**

### **1.0 SCOPE**

#### **1.1 Scope**

This specification defines the performance and technical requirements for the Explosive Storage Containers. All requirements are mandatory.

### **2.0 APPLICABLE DOCUMENTS**

#### **2.1 Applicability**

The following documents form part of this specification to the extent specified herein, and are supportive of the specification when referenced; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for this contract shall be those in effect on the date of contract award. In the event of a conflict between the documents referenced herein and the contents of the specification, then the contents of the specification shall take precedence.

- Transport Canada Consolidated Transportation of Dangerous Goods Regulations (SOR/2011-239) ([www.tc.gc.ca](http://www.tc.gc.ca))
- Canadian Electrical Code CSA C22.1-12 ([www.csa.ca](http://www.csa.ca))
- NFPA 780 (2011) Standard for the Installation of Lightning Protection Systems ([www.nfpa.org](http://www.nfpa.org))

#### **2.2 Acronyms**

CSA	Canadian Standards Association
DDESB	Department of Defence Explosives Safety Board (United States)
DAER	Directorate of Ammunition and Explosives Regulation(Canada)
NEQ	Net Explosive Quantity
NFPA	National Fire Protection Association
DND	Department of National Defence
SOW	Statement of Work
TNT	Trinitrotoluene

#### **2.3 TNT Equivalence**

For the purpose of determining the Net Explosive Quantity (NEQ) limit for an Explosive Storage Container for this requirement, containers that are certified with a TNT equivalence of 1.25:1 in accordance with DDESB standards shall be re-assessed with a TNT equivalency of 1.37:1. Certification of containers shall be through live explosive testing, modeling is not acceptable.

### **3.0 STORAGE SITES – Delivery destination**

- (a) Site A (within 50 km (31 mi) of the National Capital Region). This site will require Explosive Storage Container Variants A and B and is described as follows:
- i. A minimum storage capacity of 300 kg (660 pounds) Net Explosive Quantity (NEQ) (using a TNT equivalent of 1.37 to 1) of hazard division 1.1 explosive in accordance with the Transport Canada Consolidated Transportation of Dangerous Goods Regulations;
  - ii. An area of not more than 66.5 m (218.2 ft) by 67.5 m (221.5 ft) inclusive of all safety standoff distances; and

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- iii. All containers to fit on a concrete pad that is no more than 40 m (131.2 ft) long and 6 m (19.7 ft) wide.
- (b) Site B (Canadian Forces Base Trenton). This site will require Explosive Storage Container Variant C and is described as follows:
  - i. A minimum storage capacity of 13 kg (28.6 pounds) NEQ (using a TNT equivalent of 1.37 to 1) of hazard division 1.1 explosive in accordance with the Transport Canada Consolidated Transportation of Dangerous Goods Regulations; and
  - ii. An area of not more than 15 m (49 ft) by 35 m (115 ft) inclusive of all safety standoff distances.

#### 4.0 **REQUIREMENTS**

##### 4.1 Certification

All Explosive Storage Containers shall be certified, as follows:

- (a) Department of Defence Explosives Safety Board (DDESB) for storage capacity; and
- (b) Directorate of Ammunition and Explosives Regulation (DAER) for use in Canada;

##### 4.2 Explosive Storage Container (Variant A)

The Explosive Storage Container (Variant A) shall be as follows:

- (a) Certified for minimum explosives storage of between 30-35 kg (66.1-77 pounds – refer to Para 2.3 of Annex B – TNT Equivalence) NEQ with safety distances no larger than the following:
  - i. Side and rear: 11 m (36 ft);
  - ii. Front (door) at 15 degrees from both edges of the door frame: 55 m (180 ft); and
  - iii. Between vessels: 1.5 m (4.9 ft);
- (b) Have an minimum interior storage area as follows:
  - i. 50 cm (19.7 in) wide;
  - ii. 70 cm (27.6 in) deep; and
  - iii. 165 cm (65 in) high;
- (c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);
- (d) Have minimum one (1) removable storage unit that optimizes the usable space;
- (e) Have an access door as follows:
  - i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 100 cm (39.4 in) high;
  - ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent & Greenleaf High Security Padlock (Model 833); and
  - iii. Have a removable weather protective cover over the exterior of the door to protect it from inclement weather;
- (f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;

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- (g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;
- (h) Have two (2) lightning grounding electrodes, positioned 180 degrees apart, that meets the following requirements:
  - i. CSA C22.1-12 for lightning protection grounding electrodes; and
  - ii. NFPA 780.

#### 4.3 Explosive Storage Container (Variant B)

The Explosive Storage Container (Variant B) shall be as follows:

- (a) Certified for minimum explosives storage of between 30-35 kg (66.1-77 pounds – refer to Para 2.3 of Annex B – TNT Equivalence) NEQ with safety distances no larger than the following:
  - i. Side and rear: 11 m (36 ft);
  - ii. Front (door) at 15 degrees from both edges of the door frame: 55 m (180 ft); and
  - iii. Between vessels: 1.5 m (4.9 ft);
- (b) Have an minimum interior storage area as follows:
  - i. 50 cm (19.7 in) wide;
  - ii. 70 cm (27.6 in) deep; and
  - iii. 165 cm (65 in) high;
- (c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);
- (d) Have minimum one (1) removable storage unit that optimizes the usable space;
- (e) Have an access door as follows:
  - i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 100 cm (39.4 in) high;
  - ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent & Greenleaf High Security Padlock (Model 833); and
  - iii. Have a removable weather protective cover over the exterior of the door to protect it from inclement weather;
- (f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;
- (g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;
- (h) Have two (2) lightning grounding electrodes, positioned 180 degrees apart, that meets the following requirements:
  - i. CSA C22.1-12 for lightning protection grounding electrodes; and
  - ii. NFPA 780;
- (i) Have a fragmentation liner to permit storage of fragmenting ammunition.

#### 4.4 Explosive Storage Container (Variant C)

The Explosive Storage Container (Variant C) shall be as follows:

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- (a) Certified for minimum explosives storage of 13 kg (28.6 lbs – refer to Para 2.3 of Annex B – TNT Equivalence) NEQ with safety distances no larger than the following:
  - i. Side and rear: 5 m (16.4 ft);
  - ii. Front (door) at 15 degrees from both edges of the door frame: 25 m (82 ft); and
  - iii. Between vessels: 1.5 m (4.9 ft);
- (b) Have an minimum interior storage area as follows:
  - i. 50 cm (19.7 in) wide;
  - ii. 60 cm (23.6 in) deep; and
  - iii. 80 cm (31.5 in) high;
- (c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);
- (d) Have minimum one (1) removable storage unit that optimizes the usable space;
- (e) Have an access door as follows:
  - i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 90 cm (35.4 in) high; and
  - ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent & Greenleaf High Security Padlock (Model 833);
- (f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;
- (g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;
- (h) Have two (2) lightning grounding electrodes as follows:
  - i. Meet the requirements of CSA C22.1-12 for lightning protection grounding electrodes;
  - ii. Meet the minimum grounding requirements of NFPA 780; and
  - iii. Positioned 180 degrees apart.

5. Deliverables – Related Items

a) The Contractor shall deliver Directorate of Ammunition and Explosives Regulation (DAER) for use in Canada approval document prior to delivery for each container delivered.

(b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of Operator/Maintenance Manual, in English, per variant (for a total of 3 manuals). The manual will include (as a minimum):

- i) Instructions on operation and maintenance;
- ii) Safety warnings and instructions;
- iii) Details of container [Name, NSN if available, NCAGE, Original Manufacturer Part No, Contractor's Part No (if different of OEM's)]; and
- iv) List of replaceable components (including part numbers where applicable).

(c Item Description:

- v) 6 Explosive Storage Containers – Variant A
- vi) 4 Explosive Storage Containers – Variant B
- vii) 1 Explosive Storage Containers – Variant C.

**Mandatory Evaluation Criteria  
EXPLOSIVE STORAGE CONTAINERS**

**1.0 GENERAL**

**1.1 Purpose**

This document outlines the bid evaluation process for the Explosive Storage Containers.

**1.2 Instructions**

Bidders shall be assessed in accordance with the instructions and criteria as detailed within this document. The following instructions shall apply to the Bidder evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements shall be met in order to meet compliance with the requirements;
- (b) For the purposes of this RFP, Written Attestation is a written statement from the bidder guaranteeing the full compliance of the product to the specification, or portion thereof, referenced. This document shall be on official Bidder's stationery, it shall be current, it shall reference the applicable specification and have the original signature of the Bidder's designated representative. Canada reserves the right to verify the statements made in the attestation. Full test results including third party certifications where applicable, demonstrating the product's compliance, will be accepted in lieu of written attestation;
- (c) The bidder *should* complete the column Compliant Yes/No and return it with the bid:

**1.3 Mandatory Evaluation Criteria**

The Bidder shall provide the following with the bid:

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
3.0	<b>STORAGE SITES – Delivery Destination</b> (a) Site A (within 50 km (31 mi) of the National Capital Region). This site will require Explosive Storage Container Variants A (quantity 6) and B (quantity 4) and is described as follows:	The Bidder shall provide, for Site A, a site layout plan that confirms the following:	



Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
	<p>i. A minimum storage capacity of 300 kg (660 pounds) Net Explosive Quantity (NEQ) (using a TNT equivalent of 1.37 to 1) of hazard division 1.1 explosive in accordance with the Transport Canada Consolidated Transportation of Dangerous Goods Regulations;</p> <p>ii. An area of not more than 66.5 m (218.2 ft) by 67.5 m (221.5 ft) inclusive of all safety standoff distances; and</p> <p>iii. All containers to fit on a concrete pad that is no more than 40 m (131.2 ft) long and 6 m (19.7 ft) wide.</p> <p>(b) Site B (Canadian Forces Base Trenton). This site will require Explosive Storage Container Variant C and is described as follows:</p> <p>i. A minimum storage capacity of 13 kg (28.6 pounds) NEQ (using a TNT equivalent of 1.37 to 1) of hazard division 1.1 explosive in accordance with the Transport Canada Consolidated Transportation of Dangerous Goods Regulations; and</p> <p>ii. An area of not more than 15 m (49 ft) by 35 m (115 ft) inclusive of all safety standoff distances.</p>	<p>(1) The minimum required storage capacity can be held in the containers proposed (Variant A and B); and</p> <p>(2) The proposed containers shall meet all safety requirements that are specified within this document when installed at Site A. The site plan shall include:</p> <p>i. Overall site dimensions (inclusive of all safety standoff distances) not exceeding 66.5 m (218.2 ft) by 67.5 m (221.5 ft);</p> <p>ii. The location of all containers on a concrete pad that is no more than 40 m (131.2 ft) long and 6 m (19.7 ft) wide;</p> <p>iii. All safety distances (between containers, at the rear of the containers, at the sides of the containers and from both edges of the front door frame at a 15-degree angle); and</p> <p>iv. Dimensions of the containers.</p> <p>The Bidder shall provide, for Site B, a site layout plan that confirms the following:</p> <p>(1) The minimum required storage capacity can be held in the container proposed (Type C); and</p> <p>(2) The proposed container shall meet all safety requirements that are specified within this document when installed at Site B. The site plan</p>	

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
		shall include all safety distances and overall dimensions of the container.	
4.1	<p><u>Certification</u></p> <p>(a) All Explosive Storage Containers shall be certified for storage capacity by the Department of Defense Explosives Safety Board (DDESB),.</p> <p>(b) Each container variant's NEQ shall be calculated using a TNT equivalent of 1.37 to 1.</p>	<p>The Bidder shall provide the following for each container (Variant A, B and C):</p> <p>(1) A copy of the DDESB certification for the storage capacity; and</p> <p>(2) A letter which demonstrates the NEQ has been calculated using a TNT equivalence of 1.37 to 1. DND will verify the TNT equivalence calculation and any incorrect calculation will be deemed non-compliant if DND's calculation finds the value to be outside the required NEQ.</p>	
4.2	<p><u>Explosive Storage Container (Variant A)</u></p> <p>The Explosive Storage Container (Variant A) shall be as follows:</p> <p>(a) Certified for minimum explosives storage of between 30-35 kg [66.1-77 pounds – refer to TNT Equivalence at 4.1(b)] NEQ with safety distances no larger than the following:</p> <ul style="list-style-type: none"> <li>i. Side and rear: 11 m (36 ft);</li> <li>ii. Front (door) at 15 degrees from both edges of the door frame: 55 m (180 ft); and</li> <li>iii. Between vessels: 1.5 m (4.9 ft);</li> </ul> <p>(b) Have an minimum interior storage area as follows:</p> <ul style="list-style-type: none"> <li>i. 50 cm (19.7 in) wide;</li> <li>ii. 70 cm (27.6 in) deep; and</li> <li>iii. 165 cm (65 in) high;</li> </ul> <p>(c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);</p> <p>(d) Have minimum one (1) removable storage unit that optimizes the usable space;</p>	<p>The Bidder shall provide the following as it applies to the Explosive Storage Container Variant A:</p> <p>(1) A copy of the DDESB certification that specifies the safety distances are no larger than that specified in 4.2 (a) (this may be provided within the certification provided in Section 4.1 of the Performance and Technical Specification for the Explosive Storage Containers);</p> <p>(2) A brochure including drawings that confirm that the interior storage area, safe storage area markings, storage unit and access door are in accordance with Section 4.2 (b) through (e) of the Performance and Technical Specification for the Explosive Storage Containers; and</p>	

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
	<p>(e) Have an access door as follows:</p> <ul style="list-style-type: none"> <li>i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 100 cm (39.4 in) high;</li> <li>ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent &amp; Greenleaf High Security Padlock (Model 833); and</li> <li>iii. Have a removable weather protective cover over the exterior of the door to protect it from inclement weather;</li> </ul> <p>(f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p> <p>(g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p> <p>(h) Have two (2) lightning grounding electrodes, positioned 180 degrees apart, meeting the following requirements::</p> <ul style="list-style-type: none"> <li>i. CSA C22.1-12 for lightning protection</li> <li>ii. grounding electrodes; and</li> <li>iii. NFPA 780 for grounding requirements.</li> </ul>	<p>(3) Written attestation that the intrusion detection system, interior lighting and lightning protection are in accordance with Section 4.2 (f) through (h) of the Performance and Technical Specification for the Explosive Storage Containers.</p>	
4.3	<p><u>Explosive Storage Container (Variant B)</u></p> <p>The Explosive Storage Container (Variant B) shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Certified for minimum explosives storage of between 30-35 kg [66.1-77 pounds – refer to TNT Equivalence at 4.1(b)] NEQ with safety distances no larger than the following:</li> </ul>	<p>The Bidder shall provide the following as it applies to the Explosive Storage Container Variant B:</p> <ul style="list-style-type: none"> <li>(1) A copy of the DDESB certification that specifies the safety distances are no larger than that specified in 4.3 (a) (this may be provided within the certification provided in Section 4.1 of the Performance and Technical Specification for the</li> </ul>	

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
	<p>i. Side and rear: 11 m (36 ft);</p> <p>ii. Front (door) at 15 degrees from both edges of the door frame: 55 m (180 ft); and</p> <p>iii. Between vessels: 1.5 m (4.9 ft);</p> <p>(b) Have an minimum interior storage area as follows:</p> <p>i. 50 cm (19.7 in) wide;</p> <p>ii. 70 cm (27.6 in) deep; and</p> <p>iii. 165 cm (65 in) high;</p> <p>(c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);</p> <p>(d) Have minimum one (1) removable storage unit that optimizes the usable space;</p> <p>(e) Have an access door as follows:</p> <p>i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 100 cm (39.4 in) high;</p> <p>ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent &amp; Greenleaf High Security Padlock (Model 833); and</p> <p>iii. Have a removable weather protective cover over the exterior of the door to protect it from inclement weather;</p> <p>(f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p> <p>(g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p>	<p>Explosive Storage Containers);</p> <p>(2) A brochure including drawings that confirm that the interior storage area, safe storage area markings, storage unit and access door are in accordance with Section 4.3 (b) through (e) of the Performance and Technical Specification for the Explosive Storage Containers;</p> <p>(3) Written attestation that the intrusion detection system, interior lighting and lightning protection are in accordance with Section 4.3 (f) through (h) of the Performance and Technical Specification for the Explosive Storage Containers; and</p>	

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
	<p>(h) Have two (2) lightning grounding electrodes, positioned 180 degrees apart, meeting the following requirements:</p> <ul style="list-style-type: none"> <li>i. CSA C22.1-12 for lightning protection grounding electrodes; and</li> <li>ii. NFPA 780 for grounding requirements;</li> </ul> <p>(i) Have a fragmentation liner to permit storage of fragmenting ammunition.</p>	<p>(4) A copy of the DDESB certification that specifies the inclusion of a fragmentation liner to permit storage of fragmenting ammunition does not increase the safety distances specified in 4.3 (a) of the Performance and Technical Specification for the Explosive Storage Containers. (Note: This may be provided within the certification provided in Section 4.1 of the evaluation);</p>	
4.4	<p><u>Explosive Storage Container (Variant C)</u> The Explosive Storage Container (Variant C) shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Certified for minimum explosives storage of 13 kg [28.6 pounds – refer to TNT Equivalence at 4.1(b)] NEQ with safety distances no larger than the following: <ul style="list-style-type: none"> <li>i. Side and rear: 5 m (16.4 ft);</li> <li>ii. Front (door) at 15 degrees from both edges of the door frame: 25 m (82 ft); and</li> <li>iii. Between vessels: 1.5 m (4.9 ft);</li> </ul> </li> <li>(b) Have an minimum interior storage area as follows: <ul style="list-style-type: none"> <li>i. 50 cm (19.7 in) wide;</li> <li>ii. 60 cm (23.6 in) deep; and</li> <li>iii. 80 cm (31.5 in) high;</li> </ul> </li> <li>(c) Have permanent markings within the storage container that indicate the safe area for storage (i.e., floor area with height indication);</li> <li>(d) Have minimum one (1) removable storage unit that optimizes the usable space;</li> <li>(e) Have an access door as follows: <ul style="list-style-type: none"> <li>i. Permits access to the interior of the container with a clear opening (when open) of no less than 50 cm (19.7 in) wide by 90 cm (35.4 in)</li> </ul> </li> </ul>	<p>The Bidder shall provide the following as it applies to the Explosive Storage Container Variant C:</p> <ul style="list-style-type: none"> <li>(1) A copy of the DDESB certification that specifies the safety distances are no larger than that specified in 4.4 (a) of the Performance and Technical Specification for the Explosive Storage Containers. (Note: This may be provided within the certification provided in Section 4.1 of the evaluation);</li> <li>(2) A brochure including drawings that confirm that the interior storage area, safe storage area markings, storage unit and access door are in accordance with Section 4.4 (b) through (e) of the Performance and Technical Specification for the Explosive Storage Containers; and</li> </ul>	

Paragraph	Requirement	Instructions to Bidder	Compliant (Y/N)
	<p>high; and</p> <p>ii. Equipped with at least one (1) set of hasps (or other means) to secure the door in the closed position, sized to permit locking with a Sargent &amp; Greenleaf High Security Padlock (Model 833);</p> <p>(f) Have an intrusion detection system that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p> <p>(g) Have fixed wired interior lighting that meets the requirements for a Class 2 Zone 1 hazardous location in accordance with CSA C22.1-12 with an exterior connection box;</p> <p>(h) Have two (2) lightning grounding electrodes, positioned 180 degrees apart, meeting the following requirements:</p> <p>i. CSA C22.1-12 for lightning protection grounding electrodes; and</p> <p>ii. NFPA 780 for grounding requirements.</p>	<p>(3) Written attestation that the intrusion detection system, interior lighting and lightning protection are in accordance with Section 4.2 (f) through (h) of the Performance and Technical Specification for the Explosive Storage Containers.</p>	