

**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> Storage Cabinets		
<b>Solicitation No. - N° de l'invitation</b> W8476-134195/A	<b>Date</b> 2013-06-12	
<b>Client Reference No. - N° de référence du client</b> W8476-134195		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-600-62898		
<b>File No. - N° de dossier</b> hs600.W8476-134195	<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 2013-07-24</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Dempsey, Janet		<b>Buyer Id - Id de l'acheteur</b> hs600
<b>Telephone No. - N° de téléphone</b> (613) 614-7569 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>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</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. Introduction
2. Summary
3. Debriefing

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period
6. Environmental Considerations

### **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. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

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

1. Security Requirement
2. Financial Capability

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

1. Requirement
2. Standard Clauses and Conditions

- 
3. Security Requirement
  4. Term of Contract
  5. Authorities
  6. Payment
  7. Invoicing
  8. Certifications
  9. Applicable Laws
  10. Priority of Documents
  11. SACC Manual Clauses
  12. Inspection and Acceptance
  13. Preparation for Delivery
  14. Shipping Instructions - Delivery at Destination
  15. Post-Contract Award Meeting
  16. Insurance Requirements
  17. Commercial General Liability Insurance
  18. Environmental Considerations

**Attachments**

Annex A - Statement of Work for Truck Mounted Storage Cabinets/Appendix A - Detailed Specification for Truck Mounted Storage Cabinets

Annex B - Pricing

Annex C - Bid Evaluation Table

## **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 Annex A - Statement of Work for Truck Mounted Storage Cabinets/ Appendix A - Detailed Specification for Truck Mounted Storage Cabinets, Annex B - Pricing and Annex C - Bid Evaluation Table.

### **2. Summary**

The Department of National Defence has a requirement to purchase six (6) storage cabinets ( First Articles Delivery) and four hundred and sixty-eight (468) storage cabinets ( Production Delivery) for truck mounted application, in accordance with the Statement of Work for Truck Mounted Storage Cabinets/Detailed Specification for Truck Mounted Storage Cabinets dated 15 May 2013 and as described at Annex B - Pricing.

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

Solicitation No. - N° de l'invitation

W8476-134195/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs600

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8476-134195

hs600W8476-134195

---

### **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 issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, 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 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.

#### **6. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

---

## 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 (**2 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 should:

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

### Section I: Technical Bid

In their technical bid, bidders should 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.

## **1. Substitutes and Alternatives**

1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

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.

4. Bidders are encouraged to offer or suggest green products whenever possible.

## Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and at Annex B - Pricing. The total amount of applicable taxes must be shown separately. Bidders should complete Annex B and submit it with their bid.

### 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 and Applicable Taxes, 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 Mandatory Delivery: Storage Cabinets - First Articles Delivery (Item 001)

The delivery of the first six (6) storage cabinets must be completed no later than twenty-eight (28) calendar days from the effective date of the Contract.

The best delivery that could be offered is as follows: no later than \_\_\_\_\_ calendar days from the effective date of the Contract.

###### 2.1.2 Mandatory Delivery: Storage Cabinets - Production Delivery (Item 002):

Delivery of the remaining four hundred and sixty-eight (468) storage cabinets must be completed in batches and all deliveries must be completed no later than four (4) months from the effective date of final acceptance of the First Articles Delivery.

While the batched delivery requested is 78 to 156 cabinets per month ( to match economical production rates at the OEM) until completion, the best delivery for all cabinets that could be offered is as follows: no later than \_\_\_\_\_ months from the effective date of final acceptance of the First Articles Delivery.

#### 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 After Sales Service**

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

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

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

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

**2.4 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.

## 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, the Statement of Work for Truck Mounted Storage Cabinets / Detailed Specification for Truck Mounted Storage Cabinets and the Bid Evaluation Table with their bid.

Phase I - Technical Bid Documents Evaluation:

- a. The Phase I technical bid documentation evaluation will be based on a Proof of Compliance (POC) for each requirement;
- b. A POC is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **shall** provide detailed information on each performance requirement and/or specification.

Where a document submitted as **Proof of Compliance** does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **shall** be provided. The certificate **shall** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

- c. The evaluation will be only rated as "satisfactory" or "non-satisfactory". Any non-satisfactory evaluation for a given requirement will result in a non-compliant bid;
- d. The bidder must provide POC for each requirement as per Annex C - Bid Evaluation Table; and

e. Only those bids found compliant during the Phase I evaluation will be allowed to proceed to Phase II.

#### Phase II - Static Test Performance Evaluation (PE).

a. The bidders compliant during the Phase I evaluation must supply and deliver one (1) proposed cabinet for truck mounted application meeting the requirements of the detailed specification of Appendix A, within the **mandatory 14 calendar days** from the date of a written request from the Contracting Authority. The cabinet shall be delivered at the following location : Attn MWO RD Desjardins, Uplands Building 555, 720 Bluenose Drive, Ottawa, On K1A 0K2 (613 998-5848). If the Bidder fails to comply with the written request from the Contracting Authority, the bid will be declared non-responsive.

b. DND will inspect and evaluate the cabinets received from bids found compliant during Phase I to verify conformance with Appendix A detailed specification;

c. DND will conduct static tests, as per Appendix A, paragraphs 4.1 for Test preparations, 4.2 for Static Tests;

d. Upon completion of the tests, DND will return the cabinets to the bidders at the bidder's own expense, and DND will not be held liable for any damages sustained during the tests conducted;

e. A test report will be provided to the Bidder with a "satisfactory" or "non-satisfactory" rating for the cabinet as per appendix A, paragraph 4.4 for Failure criteria; and

f. Cabinets that fail any of the criteria will not be considered for the continuation of the bidding process.

**1.1.1.1** Bidders must submit with their bid the completed Bid Evaluation Table (Annex C attached) and additional explanation to demonstrate technical compliance to each criteria detailed in the Bid Evaluation Table, such as, but not limited to, brochures, technical literature and specifications.

**1.1.1.2** Bidders proposing substitutes and/or alternatives must meet the following criteria:

Bidders proposing substitutes and/or alternatives product must submit with their bid all the information as detailed in Part 3, Section 1 Substitutes and alternative to be considered for evaluation of a substitute and/or an alternative and to demonstrate their technical compliance to confirm form, fit, function and performance of these substitutes and/or alternatives.

---

**1.1.1.3** Bidders must provide, with their bid, proof of compliance of the equipment performance as detailed in Annex A - Statement of Work for Truck Mounted Storage Cabinets/Appendix A - Detailed Specification for Truck Mounted Storage Cabinets and Annex C - Bid Evaluation Table.

**1.1.1. 4 Mandatory Delivery**

Bidders must meet the mandatory delivery requirements. If the delivery dates proposed do not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

**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 B - 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, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

**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 will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **2. Additional 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 Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the 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, and/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.

Solicitation No. - N° de l'invitation

W8476-134195/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs600

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8476-134195

hs600W8476-134195

---

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

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Financial Capability**

**SACC Reference**  
A9033T

**Title**  
Financial Capability

**Date**  
2012-07-16

---

## 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 six (6) storage cabinets ( First Articles Delivery) and four hundred and sixty-eight (468) storage cabinets ( Production Delivery) for truck mounted application, in accordance with the Statement of Work for Truck Mounted Storage Cabinets / Detailed Specification for Truck Mounted Storage Cabinets dated 15 May 2013, and at Annex B - Pricing.

#### 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.

### 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

2010A (2013-04-25), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. 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 as directed by Canada. If, 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.

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts.”

All other provisions of the warranty section remain in effect.

### **3. Security Requirement**

There is no security requirement applicable to this Contract.

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

#### **4.1 Delivery Date**

Delivery of the equipment must be made as follows:

##### **Storage Cabinets - First Articles Delivery (Item 001)**

The delivery of the first six (6) storage cabinets must be made no later than twenty eight (28) calendar days from the effective date of the Contract.

##### **Storage Cabinets - Production Delivery (Item 002):**

The remaining four hundred and sixty-eight (468) storage cabinets must be delivered in batches, and all deliveries must be completed no later than four (4) months from the effective date of final acceptance of the First Articles Delivery.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Janet Dempsey  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5

---

Telephone: 613-614-7569

Facsimile: 819-956-5227

E-mail address: janet.dempsey@pwgsc.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**

DGMPD

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: \_\_\_\_\_

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: \_\_\_\_\_

## 5.5 After Sales Service

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the equipment offered:

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

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

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

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

## 6. Payment

### 6.1 Basis of Payment

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, and Applicable Taxes are 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.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.

4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.

5. Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

7. Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

(b) One (1) copy must be forwarded or emailed 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**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 2010A (2013-04-25) General Conditions - Medium Complexity - Goods;  
 (c) Annex B - Pricing;  
 (d) Annex A - Statement of Work for Truck Mounted Storage Cabinets / Appendix A - Detailed Specification for Truck Mounted Storage Cabinets dated 15 May 2013;  
 (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
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30

## 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 Statement of Work 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.

## 13. Preparation for Delivery

- a. Each cabinet shall be fully assembled with all components adjustment completed, and ready for installation in trucks. This shall include, but not limited to, all drawers, lock-in/lock-out features, partitions, dividers, locking bar, and drawer covers.
- b. Each cabinet shall be prepared 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.

## 14. Shipping Instructions - Delivery at Destination

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 Applicable 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.

Item 001 - The contact person at destination is: **to be inserted by PWGSC** . The goods must be delivered to **to be inserted by PWGSC** .

Item 002 - The contact person at destination is: **to be inserted by PWGSC** . The goods must be delivered to **to be inserted by PWGSC** .

### **15. 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.

### **16. 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.

## 17. 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.

## **18. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

## ANNEX A

### STATEMENT OF WORK FOR TRUCK MOUNTED STORAGE CABINETS

15 May 2013

- 1.0 **Background.** The Department of National Defence (DND) has a requirement to convert 78 transport trucks, model MilCOTS Variant B type, from a general storage to a binned stores configuration. Each truck will be fitted with six (6) cabinets to be installed in the cargo area as per appendix A paragraph 1.2. Each truck cargo area is protected by a cage enclosure structure with a weather proof covering tarp. The installation of the cabinets is not part of this requirement. Cabinet installation will be completed by DND or another entity chosen at a later time by DND.
- 1.1 **Instructions** - The following instructions apply to this Purchase Description:
- (a) Requirements, which are identified by the word “**shall**”, are mandatory. Deviations will not be permitted;
  - (b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
  - (c) Where “**shall**” or “will” are not used, the information provided is for guidance only;
  - (d) Where technical certification is required, a copy of the certification or an acceptable proof of compliance **shall** be provided upon request;
  - (e) Metric measurements **shall** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
  - (f) Dimensions stated as nominal **shall** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.
- 1.2 **Definitions** - The following definitions apply to the interpretation of this Purchase Description:
- (a) “Technical Authority” - The government official responsible for technical content of this requirement;
  - (b) “Equivalent” - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and
  - (c) “Proof of Compliance” - A document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally

and/or internationally recognized third party software. The document **shall** provide detailed information on each performance requirement and/or specification. Where a document submitted as **Proof of Compliance** does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **shall** be provided. The certificate **shall** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

2.0 **Scope of Work.** This Statement of Work involves the supply and delivery of heavy duty storage cabinets (herein after referred to as cabinet) meeting the requirements of the detailed specification for Truck Mounted Storage Cabinets attached as appendix A to this Statement of Work.

3.0 **Tasks.** The contractor shall conduct the following tasks.

3.1 **Task A - First Articles Delivery**

- (a) The contractor shall supply and deliver six (6) cabinets for truck mounted application in accordance with appendix A detailed specification;
- (b) DND will inspect and evaluate the delivered First Articles to verify their conformance with appendix A detailed specification;
- (c) The cabinets will be inspected after DND has performed the tests for evidences of failure in accordance with appendix A paragraph 4.4 for Failure Criteria;
- (d) The contractor shall be responsible to correct the cabinet design and production to address the deficiencies noted during the tests and to prevent their re-occurrence during in-service usage for all cabinets to be delivered at their own cost; and
- (e) DND may decide at its sole discretion to repeat any dynamic tests deemed a failure due to the cabinets. Any subsequent repeat tests to verify adequacy of the deficiency corrections shall be at the contractor's expense.

3.2 **Task B - Production Delivery**

- (a) The contractor shall supply and deliver a total of 468 cabinets for truck mounted application in accordance with appendix A; and

- (b) The cabinet production delivery shall begin only after the DND Technical Authority is fully satisfied with the results of Task A. Final acceptance of the First Articles will be provided by DND in writing to the contractor.

3.3 **Task C – Production Management.** Quality Assurance Code (QAC-C). The contractor must demonstrate that it holds an ISO 9001: 2008 certificate or are compliant with ISO 9001:2008 standards



## **APPENDIX A**

### **DETAILED SPECIFICATION FOR TRUCK MOUNTED STORAGE CABINETS**

#### **1. SCOPE**

- 1.1 Scope. This specification covers truck mounted heavy duty storage cabinets with drawers (hereinafter referred to as cabinet) used to store, transport, and simplify locating items, components and parts of various sizes and weight.
- 1.2 Intended Use. The cabinets will be hard mounted on the back cargo platform of the Canadian Forces transport trucks model MilCOTS B Variant. The trucks will be operated 70% of the time on publicly maintained paved road and the remainder in the following operating conditions: severe washboard surfaces, cross country including but not limited to: rocky surfaces; sand; mud, flooded road; snow and ice (including the use of tire chains); trails; cut lines; and secondary roads. These operations can take place under any climatic conditions, as can be encountered within Canada. The trucks may be transported by rail. The cargo area will be covered by a security screen steel cage and a water resistant tarp protecting the cargo and the cabinets from direct exposure to most climatic conditions and road debris.

#### **2. APPLICABLE DOCUMENTS**

- 2.1 The following specifications and standards form part of this specification to the extent specified herein.

Fed-Std-595, green 383, 34094, Colors Used in Government Procurement.
- 2.2 Issue. Unless otherwise specified, the latest issue of the specifications and standards is applicable at the time of solicitation.
- 2.3 Order of Precedence. In the event of a conflict between the text in this document and the referenced specifications and standards, the text of this document takes precedence. Nothing in this document, however, supersedes applicable contract articles, laws, and regulations.



### **3. REQUIREMENTS**

#### **3.1 Cabinet Assembly Characteristics**

- 3.1.1 Dimension. The cabinet shall have its external dimension within the following range:
- (a) Width: minimum 635 mm (28 inch) to a maximum of 762 mm (30 inch);
  - (b) Depth: minimum 685.8 mm (27 inch) to a maximum of 736.6 mm (29 inch); and
  - (c) Height: minimum 1041.4 mm (41 inch) to a maximum of 1143 mm (45 inch).
- 3.1.2 Cabinet Load Weight Capacity. The cabinet shall have a minimum load capacity of 454 kg (1000 pounds).
- 3.1.3 Drawers. The cabinet shall accommodate five (5) drawers with characteristics as per paragraph 3.2 below.
- 3.1.4 Locking Bar. The cabinet shall have one (1) full height hinged locking bar with characteristics as per paragraph 3.3 below.
- 3.1.5 Mounting Points. The cabinet shall have mounting points with characteristics as per paragraph 3.4 below.

#### **3.2 Drawer Characteristics**

- 3.2.1 Sizes. To accommodate various sizes of items, components and parts, the cabinet shall have a range of drawers as follows, starting from the top:
- (a) The first drawer usable height shall be at a minimum of 76.3 mm (3 inch) to a maximum of 101.7 mm (4 inch);
  - (b) The second drawer usable height shall be at a minimum of 76.3 mm (3 inch) to a maximum of 152.4 mm (6 inch);
  - (c) The third drawer usable height shall be at a minimum of 177.8 mm (7 inch) to a maximum of 203.2 mm (8 inch);
  - (d) The fourth drawer usable height shall be at a minimum of 177.8 mm (7 inch) to a maximum of 255 mm (10 inch);
  - (e) The fifth drawer usable height shall be at a minimum of 228.7 mm (9 inch) to a maximum of 304.9 mm (12 inch).
- 3.2.2 Usable Inside Surface Area. Each drawer shall have a minimum usable interior surface area (Width x Depth) equivalent to at least 75 percent of the cabinet's exterior surface area.

- 3.2.3 Inside Wall Height. Each drawer inside wall height shall be at least 65 percent of the front drawer panel height.
- 3.2.4 Drawer Load Weight Capacity. Each drawer shall have a minimum load weight capacity of 91 kg (200 pounds) when fully opened.
- 3.2.5 Carriage System.
- (a) Each drawer shall be supported on rolling carriage members with roller bearings to allow smooth movement, even when the drawers are loaded to their maximum capacity;
  - (b) Each carriage shall have a safety device to stop the carriage at full extension; and
  - (c) The drawers shall not dislodge from the carriage during cabinet handling and transport.
- 3.2.6 Partitions. Each drawer shall accommodate the installation of partitions and dividers to create separate interior compartments as follows:
- (a) The top two (2) drawers shall be fitted with partitions and dividers to create a minimum of twelve (12) equal compartments; and
  - (b) The partitions and dividers where used shall be secured to prevent their dislodging during cabinet handling and transport.
- 3.2.7 Handle. Each drawer shall be fitted with a handle having the following characteristics:
- (a) The handle shall run along the full width of the drawer front panel;
  - (b) The handle shall have no sharp edges or protrusions;
  - (c) The handle shall not protrude more than 5.08 mm (2 inches) beyond the front of the cabinet housing; and
  - (d) The handle shall have a label holder to identify drawer content.
- 3.2.8 Foam Matting. The bottom of each drawer shall have a cushioned matting.
- 3.2.9 Drawer Lock-In System. Each drawer shall have a lock-in system with the following characteristics:
- (a) The lock-in system shall prevent the drawer from unintentionally opening in the event that the hinged locking bar is not secured and the cabinet is not leveled;
  - (b) The lock-in system shall automatically lock the drawer in place when the drawer is completely closed; and
  - (c) The lock-in system shall be manually released by the user in order to open the drawer.

3.2.10 Drawer Lock -Out System. Each drawer shall have a lock-out system with the following characteristics:

- (a) The lock-out system shall prevent the drawer from unintentionally closing in the event that the cabinet is not leveled;
- (b) The lock-out system shall be manually activated by the user to maintain the drawer in the open position; and
- (c) The lock-out system shall be manually released by the user to close the drawer.

3.2.11 Accessibility. When open, the drawer shall fully extend to provide full visibility and access to the content.

3.2.12 Removable Drawers. The drawers shall be removable and replaceable without the use of tools.

3.2.13 Drawer Covers. Each cabinet shall have a drawer cover installed on each of the top two (2) drawers

- (a) The drawer covers shall be rigid to prevent small parts from bouncing out of their designated compartments during cabinet handling and transport; and
- (b) The drawer covers shall be provided with a mean of securing them in the closed position.

### 3.3 Locking Bar Characteristics

3.3.1 Padlock. The hinged locking bar be designed to be secured with a padlock. The locking hardware shall be sized and rated for use with a padlock IAW ASTM F 883, requirement F2S2. The dimensions of NSN 5340-21-107-4534 Padlock, Reference Number 840, NCAGE 66821 shall be used to verify the suitability of the dimensions of the locking hardware.

3.3.2 Latching Device. A latching device shall be provided to hold the locking bar secured when the padlock is not used.

3.3.3 Wear Prevention. The hinged locking bar shall be fitted with a rubber strip (or similar durable material) to prevent rubbing, wear, and rattling noise between the cabinet drawers and the locking bar.

### 3.4 Mounting Points Characteristics

3.4.1 Mounting Points Location. The cabinet shall have a minimum of four (4) mounting points, one under each lower corner of the cabinet base, to allow fastening on truck floor.



3.4.2 Fastening. The mounting points shall accommodate a standard fastening system of 12.7 mm (0.5 inch) in diameter minimum.

3.4.3 Access. The mounting points shall be accessible from the front of the cabinet using common hand tools with sufficient space to allow use of hardware (bolts) at least 63.5 mm (2.5 inches) long to be installed from inside through the base of cabinet.

### **3.5 Construction and Finish Characteristics.**

3.5.1 General. All cabinets shall be new and unused.

3.5.2 Interchangeability. All cabinets shall be of identical design. All cabinet components, such as drawers and partitions, shall be identical to the extent necessary to ensure interchangeability from one cabinet to another without any modification to the component or the cabinets.

3.5.3 Materials.

- (a) Materials used shall be free from defects which would adversely affect the performance or maintainability of components or of the assembly. Materials not specified herein shall be of the same quality used for the intended purpose in commercial practice.
- (b) The cabinet housing shall be of welded steel construction and shall provide complete enclosure of the stored material and the necessary support for the drawer and cargo.

3.5.4 Dissimilar Metals. Direct contact of dissimilar metals which can be expected to cause corrosion shall be avoided. When such contact cannot be avoided, an interposing insulating material or coating shall be provided to minimize the corrosive effect.

3.5.5 Workmanship. All parts, components, and assembly of the cabinets shall be clean and free from defects that will reduce the capability of the cabinets to meet the requirements specified herein. External surfaces shall be free from burrs, slag, sharp edges, and corners except where sharp edges and corners are required by design. The internal drawer space shall be free from sharp protrusions and edges that could damage the payload, injure personnel accessing the payload, or snag on and damage clothing.

3.5.6 Durability. The cabinet and its components, when fully loaded and hard mounted on a truck, shall function without any degradation of structural integrity and usability after transport over its intended used road and climatic conditions detailed in paragraph 1.2.

3.5.7 Coating.

- (a) All exterior and interior metal surfaces shall be coated to be resistant to water, grease, oil, scaling and rust; and

- (b) The color coating of the cabinet shall be of a matte finish olive drab in accordance with Fed-Std-595, green 383, 34094. The contractor may propose a substitute drab olive green color, matte finish. The substitute color may be accepted at the sole discretion of the DND Technical Authority. The DND technical Authority may request that a color sample be delivered at the contractor's expense.

#### **4.0 TEST METHODS**

##### **4.1 Tests Preparation.** All tests will be performed by DND and shall be conducted under the following conditions:

- (a) The cabinet selected for testing shall be of an identical model to the ones to be delivered for the SOW first articles and production delivery requirement;
- (b) The same cabinet shall be used for all tests (hereinafter referred to as "Test Cabinet");
- (c) The first and second drawers (number 1 and 2) shall be loaded with a test load of 45 Kg (100 lbs) each;
- (d) The third and fourth drawers shall be loaded with a test load of 91 Kg (200 lbs) each;
- (e) The fifth (bottom) drawer shall be loaded with a test load of 182 Kg (400) lbs;
- (f) Except for 4.2c, the drawers will be closed during the tests;
- (g) The test loads shall be distributed uniformly in the drawer;
- (h) The test loads shall be secured in the drawer to prevent it from shifting during the tests; and
- (i) All necessary precautions shall be taken to ensure a safe test conduct.

##### **4.2 Static Tests.** The Test Cabinet (see paragraph 4.1 above) shall show no sign of failure after undergoing sequentially the following separate static tests designed to evaluate structural integrity under various circumstances:

- (a) **Housing Integrity Test.** A 454 Kg (1,000 lbs) test load is applied on the cabinet. The weight will be distributed as per 4.1. The condition of the cabinet is evaluated after 2 hours.
- (b) **Uneven Floor Test.** A total of 908 Kg (2000 lbs) test load is applied to the test cabinet: 454 kg (1000 lbs) will be mounted on top of the Cabinet and the rest of the test weight (454 kg (1000 lbs)) will be distributed as per 4.1. One corner of the test cabinet is raised 25.4 mm (1 inch) above the floor. The remaining three mounting points are at the floor level. The condition of the test cabinet is evaluated after 2 hours.
- (c) **Extended Drawer Strength Test.** A 91 Kg (200 lbs) test load is hung from all of the opened drawers of the test cabinet to demonstrate their strength in supporting

a load at the drawer's front and confirm carriage strength. The condition of the test cabinet's drawers is evaluated after 2 hours.

- 4.3 Test Waiver. The DND Technical Authority may waive the requirement to perform any of the tests specified in paragraphs 4.2 and above. The contractor may request that any of the above tests be waived by presenting evidences of having conducted equivalent (but not necessarily identical) tests. The decision to conduct or waive a specified test shall be at the sole discretion of the DND Technical Authority.
- 4.4 Failure Criteria. Each cabinet shall be inspected after every test for compliance. Any of the following shall constitute failure of the tests:
- (a) Failure of drawers and shelves to support specified loads;
  - (b) Failure of drawers to operate without binding or completely closing;
  - (c) Dimensions after tests not within specified tolerance;
  - (d) Evidence of weld failures;
  - (e) Evidence of permanent deformation;
  - (f) Evidence of coating failure such as cracks, scaling, chipping, or discoloring;
  - (g) Failure of devices and mechanisms such as lock-in/lock-out, locking-bar, carriage and carriage safety device;
  - (h) Loss of interchangeability and removability of the drawers; and
  - (i) Evidence of loss of integrity of cabinet housing and mounting points (welds, stress cracks, deformation).

Solicitation No. - N° de l'invitation  
W8476-134195/A  
Client Ref. No. - N° de réf. du client  
W8476-134195

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs600W8476-134195

Buyer ID - Id de l'acheteur  
hs600  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX B - PRICING**

### **Item 001: Storage Cabinets - First Articles Delivery**

The Contractor must deliver the first six (6) storage cabinets, in accordance with the attached Statement of Work for Truck Mounted Storage Cabinets / Detailed Specification for Truck Mounted Storage Cabinets dated 15 May 2013.

Firm lot price of \$\_\_\_\_\_ per equipment (storage cabinet) Delivered Duty Paid at DND MTD, Uplands Building 555, 720 Bluenose Drive, Ottawa Ontario, in accordance with Part 7 Basis of Payment.

### **Item 002: Storage Cabinets - Production Delivery**

The Contractor must deliver the remaining four hundred and sixty-eight (468) storage cabinets, in accordance with the attached Statement of Work for Truck Mounted Storage Cabinets / Detailed Specification for Truck Mounted Storage Cabinets dated 15 May 2013.

Firm lot price of \$\_\_\_\_\_ per equipment (storage cabinet) Delivered Duty Paid at CFSD, Montréal Garrison, 6363 Notre Dame Street East, Montréal, Québec, in accordance with Part 7 Basis of Payment.



# ANNEX C

## BID EVALUATION TABLE

15 May 2013

	Evaluation Method		Comment	Bid Evaluation (Satisfactory / Non-satisfactory)
	POC (Phase I)	PE (Phase II)		
<b>Annex A Statement of Work Paragraph</b>				
3.1	X		Supporting documentation required	
3.2	X		Supporting documentation required	
3.3	X		Supporting documentation required	
<b>Appendix A of Annex A Specification Paragraph</b>				
3.1.1	X		Supporting documentation required	
3.1.2	X		Supporting documentation required	
3.1.3	X		Supporting documentation required	
3.1.4	X		Supporting documentation required	
3.1.5	X		Supporting documentation required	
3.2.1	X		Supporting documentation required	
3.2.2	X		Supporting documentation required	
3.2.3	X		Supporting documentation required	
3.2.4	X		Supporting documentation required	
3.2.5	X		Supporting documentation required	
3.2.6	X		Supporting documentation required	
3.2.7	X		Supporting documentation required	
3.2.8	X		Supporting documentation required	
3.2.9	X		Supporting documentation required	
3.2.10	X		Supporting documentation required	
3.2.11	X		Supporting documentation required	
3.2.12	X		Supporting documentation required	
3.2.13	X		Supporting documentation required	
3.3.1	X		Supporting documentation required	
3.3.2	X		Supporting documentation required	
3.3.3	X		Supporting documentation required	
3.4.1	X		Supporting documentation required	
3.4.2	X		Supporting documentation required	
3.4.3	X		Supporting documentation required	
3.5.1	X		Supporting documentation required	



	Evaluation Method		Comment	Bid Evaluation (Satisfactory / Non-satisfactory)
	POC (Phase I)	PE (Phase II)		
3.5.2	X		Supporting documentation required	
3.5.3 a	X		Supporting documentation required	
3.5.3 b	X		Supporting documentation required	
3.5.4	X		Supporting documentation required	
3.5.5	X		Supporting documentation required	
3.5.6	X		Supporting documentation required	
3.5.7a	X		Supporting documentation required	
3.5.7b	X		Supporting documentation required	
4.2		X	Performance evaluation by DND	