

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

Title - Sujet Ruggedized Cases	
Solicitation No. - N° de l'invitation W6399-13EE03/A	Date 2013-08-19
Client Reference No. - N° de référence du client W6399-13EE03	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-610-63327	
File No. - N° de dossier hs610.W6399-13EE03	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-27	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Reynolds, Kevin	Buyer Id - Id de l'acheteur hs610
Telephone No. - N° de téléphone (819) 956-3996 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. 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, the purchase description, the technical information questionnaire.

2. Summary

The Department of National Defence has a requirement to purchase thirty-six (36) Ruggedized Cases in accordance with the Purchase Description Statement of Work for the Ruggedized Rack-Mount Cases and as described at Annex A - Pricing.

The requirement includes an option to purchase up to thirty-six (36) Ruggedized Cases to be exercised within twenty-four (24) months from the effective date of the contract.

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

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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

Bidders may propose substitutes and alternatives where indicated in the technical requirement description (Purchase Description/Statement of Work).

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 quality 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 A - Pricing. The total amount of applicable taxes must be shown separately. Bidders should complete Annex A 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, 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 Ruggedized Cases is requested 8 weeks ARO, the best delivery that could be offered is as follows:

Item 001 – Thirty-six (36) Ruggedized Cases 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 002 - If an option is exercised, up to thirty-six (36) Ruggedized Cases 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: _____

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2.3 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the Ruggedized Cases 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 and the Purchase Description/Statement of Work with their bid.

1.1.1.1 Bidders must submit with their bid the completed Purchase Description/Statement of Work (attached) and additional explanation to demonstrate technical compliance to each criteria detailed in the Proposal Requirements and Evaluation Plan, 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, quality and performance of these substitutes and/or alternatives.

1.1.1.3 Bidders must provide, with their bid, proof of compliance of the Ruggedized Cases performance as detailed in the Purchase Description/Statement of Work and Proposal Requirements and Evaluation Plan.

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, and Applicable Taxes are extra.

1.2.1.3 Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity. Since the optional quantity are to be exercised within twenty-four (24) months, the firm

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lot prices for the optional quantity will be averaged. To determine the averaged price for the optional quantity, calculation will be as follows:

The firm lot prices for the optional quantity for each period of twelve (12) months (item 002) will be added, the total will be divided by two (2) and multiplied by the identified estimated 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 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 - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government 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.

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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

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PART 6 - SECURITY, FINANCIAL AND OTHER 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 thirty-six (36) Ruggedized Cases in accordance with the Purchase Description Statement of Work for the Ruggedized Rack-Mounted Cases and at Annex A - Pricing.

An option is included to purchase up to thirty-six (36) Ruggedized Cases to be exercised within twenty-four (24) months from the effective date of the contract.

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 twenty-four (24) 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

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(<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.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – Thirty-six (36) Ruggedized Cases must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to thirty-six (36) Ruggedized Cases 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:

Kevin Reynolds

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

LEFTD - HS Division

Place du Portage, Phase III, 7B1

Gatineau, Quebec K1A 0S5

Telephone: 819-956-3996

Facsimile: 819-953-0023

E-mail address: kevin.reynolds@pwgsc.gc.ca

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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: _____

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

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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, and Applicable Taxes are 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 facility, 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 A - Pricing;

(d) Statement of Work for the Ruggedized Rack-Mount Cases;

(e) The Contractor's bid dated **(to be inserted by PWGSC)** _____, as amended **(to be inserted by PWGSC)** _____.

11. SACC Manual Clauses (as applicable)

SACC Reference	Title	Date
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

12. 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.

13. 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 Purchase Description/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.

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 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** .

15. Shipping Instructions (Optional Quantity)

1. Delivery will be FCA Free Carrier at the Contractor's facility, 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.

16. 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;

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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.

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ANNEX A - PRICING

Item 001 – Ruggedized Cases (Firm Quantity)

The Contractor must deliver thirty-six (36) Ruggedized Cases in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Firm lot price of \$_____ per Ruggedized Case Delivered Duty Paid at Richmond, Ontario, Canada, in accordance with Part 7 Basis of Payment.

Manufacturer: _____ Model: _____

Item 002 – Ruggedized Cases (Optional Quantity)

If this option is exercised, the Contractor must deliver up to thirty-six (36) Ruggedized Cases in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

1st Year - First 12 months from date of contract award

Firm lot price of \$_____ per Ruggedized Case, FCA Free Carrier at Contractor's facility in accordance with Part 7 Basis of Payment.

2nd year - Second 12 months from date of contract award

Firm lot price of \$_____ per Ruggedized Case, FCA Free Carrier at Contractor's facility in accordance with Part 7 Basis of Payment.

**STATEMENT OF WORK
FOR THE
RUGGEDIZED RACK-MOUNT CASES**

1.0 SCOPE

1.1. Purpose

This purpose of this statement of work is to define the scope and requirements that apply to the delivery of commercial off-the-shelf Ruggedized Rack-Mount Cases to the Department of National Defence (DND).

1.2. Background

DND has a requirement for cases that have a hardened exterior and internal shock-mounts for transport of various rack-mounted electronic equipment. This equipment will be referred to in as the Ruggedized Rack-Mount Cases.

2.0 GENERAL

2.1. Applicable Documents

The following documents form part of this SOW to the extent specified herein, and are supportive of this SOW when referenced in Section 3.0 and beyond. Any other documents are to be considered supplemental information only. Unless otherwise specified, the issue or amendments 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 and the contents of this SOW, then the contents of this SOW shall take precedence.

- MILHDBK-61A Configuration Management Guidance (www.everyspec.com)

3.0 DELIVERABLES

The Contractor shall deliver the following within ninety (90) days of Contract Award:

- (a) Ruggedized Rack-Mount Cases as detailed in the Performance and Technical Specifications at Annex B as follows:

Item #	Rack Spaces	Quantity
1	3	10
2	4	2
3	4 (c/w Lid Pouch)	7
4	5	3
5	5	3
6	7	2
7	7	2
8	8	3
9	10	4

- (b) One (1) hard copy of the Owner Manual with each case, in English, including the following:
- i. Illustrated operating procedures;
 - ii. Maintenance;
 - iii. Parts descriptions; and

- iv. Manufacturer's part numbers;

4.0 **REQUIREMENTS**

4.1. Warranty

The Contractor shall provide warranty on the complete Ruggedized Rack Mount Case against material defects and workmanship, including parts and labor, at no additional cost to DND in accordance with the Contractor's standard warranty provisions for a minimum of one (1) year following delivery.

APPENDIX 1 OPTIONAL PROCUREMENTS

DND is under no obligation to purchase additional Ruggedized Rack-Mount Cases. Should DND decide to exercise options within twenty-four (24) months of Contract Award, the Contractor shall deliver up to the following quantities within ninety (90) days of receipt of order:

- (a) Ruggedized Rack-Mount Cases as detailed in the Performance and Technical Specifications at Annex B as follows:

Item #	Rack Spaces	Rack Depth	Quantity
1	3	61 cm (24 in)	10
2	4	51 cm (20 in)	2
3	4 (c/w Lid Pouch)	51 cm (20 in)	7
4	5	51 cm (20 in)	3
5	5	61 cm (24 in)	3
6	7	51 cm (20 in)	2
7	7	76 cm (30 in)	2
8	8	61 cm (24 in)	3
9	10	51 cm (20 in)	4

- (b) One (1) hard copy of the Owner Manual with each case, in English, including the following:
- i. Illustrated operating procedures;
 - ii. Maintenance;
 - iii. Parts descriptions; and
 - iv. Manufacturer's part numbers;

**PERFORMANCE AND TECHNICAL SPECIFICATIONS
FOR THE
RUGGEDIZED RACK-MOUNT CASES**

1.0 SCOPE

1.1. General

This specification outlines the Operational Performance and Technical requirements for the Ruggedized Rack-Mount Cases.

2.0 GENERAL

2.1. Applicable Documents

The following documents, definitions and acronyms form part of this specification to the extent specified herein, and are supportive of this specification when referenced in Section 3.0 and beyond. Any other documents are to be considered supplemental information only. Unless otherwise specified, the issue or amendments 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 and the contents of this specification, then the contents of this specification shall take precedence.

- MIL-STD-810F - Test Method Standard for Environmental Engineering Considerations and Laboratory Tests (www.everyspec.com)

2.2. Acronyms

CEA-EIA Consumer Electronics Association – Electronics Industries Association

2.3. Dimensions

All dimensions quoted within this specification are nominal and must be treated as approximate dimensions ($\pm 5\%$). Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

3.0 REQUIREMENTS

3.1. Operational Performance Requirements

The Ruggedized Rack-Mount Cases shall:

- (a) Be a commercial-off-the-shelf product that is in current production and in use by an American, British, Canadian, Australian or New Zealand (ABCA) military force; and
- (b) Operate under the climatic conditions A1, A2, B1 to B3, and C0-C3, as described in MIL-STD-810F including:
 - i. Temperature: -50°C to +50°C;
 - ii. Humidity: Up to 100%; and
 - iii. Environmental conditions including wind, rain, sand and dust.

3.2. Technical Requirements

The technical requirements for the Ruggedized Rack-Mount Cases are given in the following sections.

3.2.1. Common Requirements

The Ruggedized Rack-Mount Cases shall:

- (a) Have an outer shell as follows:
- i. Constructed of a glass mat thermoplastic or rotationally-molded polyethylene that is resistant to chemicals and fungal growth;
 - ii. Molded-in (non-painted) black colour;
 - iii. Open on the front and rear ends to permit access to the internal components;
 - iv. Have two (2) handles on the left and right sides of the shell (total four (4)) as follows:
 - a. Constructed of stainless steel; and
 - b. Zinc plated or anodized black in colour;
 - v. Have a stacking system as follows:
 - a. Molded-in or attached anchor points that permit cases to be stacked securely; and
 - b. Include an attachment system (e.g., nylon strap) to secure the stacked cases to each other;
 - vi. Have removable casters on the four (4) bottom corners;
- (b) Have lids on the front and rear opening of the outer shall as follows:
- i. Constructed of the same material as the outer shell;
 - ii. Molded-in (non-painted) black colour;
 - iii. Full width full height lids;
 - iv. Include a seal and quarter-turn latches that create a watertight seal when secured to the outer shell;
 - v. Have an internal depth of either 7.6 cm (3 in) or 12.7 cm (5 in);
 - vi. Have two (2) handles on each lid as follows:
 - a. Constructed of stainless steel; and
 - b. Anodized black in colour;
- (c) Include a pressure release valve on the outer shell or lid;
- (d) Have an internal rack-mount as follows:
- i. Constructed of aluminum;
 - ii. Shock mounted to provide protection due to impact and vibration; and
 - iii. Removable slide-mounted 47.7 cm (19 in) wide rack with CEA-IEA standard tapped holes;
- (e) Have a minimum load capacity of 40 kg (88 pounds).

3.2.2. Ruggedized Rack-Mount Case Variants

The Ruggedized Rack-Mount Case variants are as follows:

Item #	Rack Spaces	Rack Depth cm (in)	Front Lid Depth cm (in)	Rear Lid Depth cm (in)	Outer Dimensions (maximum with lids) cm (in)		
					Length	Width	Height
1	3	61 (24)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	41 (16)
2	4	51 (20)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	41 (16)
3	4 (Note 1)	51 (20)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	41 (16)
4	5	51 (20)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	46 (18)
5	5	61 (24)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	46 (18)
6	7	51 (20)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	56 (22)
7	7	76 (30)	12.7 (5)	12.7 (5)	114 (45)	71 (28)	56 (22)
8	8	61 (24)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	56 (22)

9	10	51 (20)	7.6 (3)	12.7 (5)	97 (38)	71 (28)	64 (25)
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Note 1: Item 3 includes nylon pouches in the front and read lids.

Note: It is known that the following rack-mount cases fully meet this requirement:

- (a) *Pelican-Hardigg Composite; and*
- (b) *Zero Warrior.*

**PROPOSAL REQUIREMENTS AND EVALUATION PLAN
FOR THE
RUGGEDIZED RACK-MOUNT CASES**

1.0 GENERAL

1.1. Purpose

This document outlines the bid evaluation process for the Ruggedized Rack-Mount Cases.

1.2. Instructions

Bidders will be assessed in accordance with the criteria detailed in this document. Mandatory requirements are identified by the word "shall". All mandatory requirements must be met.

2.0 PROPOSAL REQUIREMENTS

The Bidder shall provide a completed Compliance Matrix including proof of compliance, Written Attestations and Certificates of Compliance, as specified in Table 1. For the purposes of this RFP:

- (a) A Written Attestation is a written statement from the supplier guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 1. Canada reserves the right to verify the statements made in the Written Attestation; and
- (b) Within Table 1 specified products are identified as permitting an equivalent, identified by the wording "or equivalent". Where an equivalent product is offered, a Certificate of Compliance (C of C) is required. A C of C is a written statement from the supplier guaranteeing the full compliance of the equivalent product to the requirement, identified in the "Requirement" column of Table 1. Canada reserves the right to verify the statements made in the C of C. A C of C shall:
 - i. Designate the brand name, model and/or part number of the equivalent product;
 - ii. State that the equivalent product is fully interchangeable with the item specified; and
 - iii. Include a complete technical data package to include specifications and descriptive literature of the equivalent product;

3.0 EVALUATION APPROACH

3.1. Evaluation Process

To determine the most suitable contending system within the competitive bidding process, the Contracting Authority (CA) will base the selection on the lowest cost compliant. The evaluation process will be conducted in phases:

- (a) Pre-Screening of bids at PWGSC;

- (b) Phase I: Technical Evaluation; and
- (c) Phase II: Determination of Lowest Cost Compliant.

3.2. Phase I - Technical Evaluation

DND will assemble a Technical Evaluation Team (which may include Contractors) who will evaluate the proposals in accordance with the Mandatory Requirements in Section 4 Table 1. The evaluation will be conducted on the supplied information only. All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant. Even if a bid fails to meet as few as one mandatory criterion that bid will be non-compliant and will be given no further consideration.

3.2.1. Evaluation of Equivalent Products

If the Bidder provides a product that is said to be equivalent (i.e., not as specified in Annex B), the specification for the equivalent product, as provided by the Bidder, will be compared to the published specification for the product requested in Annex B to determine equivalency in form, fit and function. Products offered as equivalent in form, fit and function will not be considered for evaluation if the bid fails to provide all information requested to allow the Evaluation Team to fully evaluate the equivalency of the equivalent products. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request Bidders offering an equivalent product to demonstrate, at the sole cost of the Bidders, that the product is equivalent to the item specified in the bid solicitation. For the purpose of this RFP, form, fit, and function are defined as follows:

- (a) Form is the overall design, engineering and intended use of an item (features, etc.);
- (b) Fit is a item's ability to integrate into the intended system; and
- (c) Function is the item's ability to meet the specifications of an intended design and purpose (orientation and access to features and controls, etc.).

3.3. Phase II - Determination of Lowest Cost Compliant

The determination of the cost of the bid will include the following:

- (a) Mandatory Ruggedized Rack-Mount Case deliverables (total quantity of thirty-six (36) cases in nine (9) variants); and
- (b) Optional Ruggedized Rack-Mount Cases deliverables (total quantity of thirty-six (36) cases in nine (9) variants).

3.3.1. Low Cost Compliant

The Contract Authority will assess the financial submissions. The bid proposal that will be recommended for contract award will be the one that:

- (a) Is compliant with the Mandatory Requirements at Table 1; and
- (b) Is the lowest cost.

4.0 MANDATORY REQUIREMENTS

Table 1: Compliance Matrix

Item #	Annex B Para	Requirement	Proof of Compliance	Compliant (Y/N)
1	3.1	<p><u>Operational Performance Requirements</u> The Ruggedized Rack-Mount Cases shall:</p> <ul style="list-style-type: none"> (a) Be a commercial-off-the-shelf product that is in current production and in use by an American, British, Canadian, Australian or New Zealand (ABCA) military force; and (b) Operate under the climatic conditions A1, A2, B1 to B3, and C0-C3, as described in MIL-STD-810F including: <ul style="list-style-type: none"> i. Temperature: -50°C to +50°C; ii. Humidity: Up to 100%; and iii. Environmental conditions including wind, rain, sand and dust. 	<p>If the Pelican-Hardigg Composite or the Zero Warrior rack-mount cases are being offered, the Bidder shall provide Written Attestation that they will provide the Pelican-Hardigg Composite or the Zero Warrior rack-mount cases in accordance with the requirements of the RFP.</p> <p>OR</p> <p>If another product is provided, the Bidder shall provide:</p> <p>(1) Written Attestation that the Ruggedized Rack-Mount Cases are a commercial off-the-shelf system that is in current production;</p> <p>AND</p> <p>(2) Copies of contracts and customer contact information that confirms that the Ruggedized Rack-Mount Cases are in use by an ABCA military force;</p>	

2	<p>3.2.1</p> <p>Common Requirements The Ruggedized Rack-Mount Cases shall:</p> <p>(a) Have an outer shell as follows:</p> <ul style="list-style-type: none"> i. Constructed of a glass mat thermoplastic or rotationally-molded polyethylene that is resistant to chemicals and fungal growth; ii. Molded-in (non-painted) black colour; iii. Open on the front and rear ends to permit access to the internal components; iv. Have two (2) handles on the left and right sides of the shell (total four (4)) as follows: <ul style="list-style-type: none"> a. Constructed of stainless steel; and b. Zinc plated or anodized black in colour; v. Have a stacking system as follows: <ul style="list-style-type: none"> a. Molded-in or attached anchor points that permit cases to be stacked securely; and b. Include an attachment system (e.g., nylon strap) to secure the stacked cases to each other; vi. Have removable casters on the four (4) bottom corners; <p>(b) Have lids on the front and rear opening of the outer shell as follows:</p> <ul style="list-style-type: none"> i. Constructed of the same material as the outer shell; ii. Molded-in (non-painted) black colour; iii. Full width full height lids; iv. Include a seal and quarter-turn latches that create a watertight seal when secured to the outer shell; v. Have an internal depth of either 7.6 cm (3 in) or 12.7 	<p>AND</p> <p>(3) Results of tests or third party verification that confirms that the Ruggedized Rack-Mount Cases being offered are capable of operating in the climatic conditions specified.</p> <p>Equivalent Only</p> <p>If equivalent Ruggedized Rack-Mount Cases are being offered, the Bidder shall provide a Certificate of Compliance that confirms the Ruggedized Rack-Mount Cases offered are equal to or better than the Pelican-Hardigg Composite or the Zero Warrior rack-mount cases.</p>	
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3	3.2.2	<p>cm (5 in);</p> <ul style="list-style-type: none"> vi. Have two (2) handles on each lid as follows: <ul style="list-style-type: none"> a. Constructed of stainless steel; and b. Anodized black in colour; (c) Include a pressure release valve on the outer shell or lid; (d) Have an internal rack-mount as follows: <ul style="list-style-type: none"> i. Constructed of aluminum; ii. Shock mounted to provide protection due to impact and vibration; and iii. Removable slide-mounted 47.7 cm (19 in) wide rack with CEA-IEA standard tapped holes; (e) Have a minimum load capacity of 40 kg (88 pounds). <p><u>Ruggedized Rack-Mount Case Variants</u> The Ruggedized Rack-Mount Case variants are given in Section 3.2.2 of Annex B.</p>	<p>The Bidder shall provide Written Attestation that the Ruggedized Rack-mount Cases will be provided in the variants specified in Section 3.2.2 of Annex B.</p>	
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