

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/B	Date 2014-04-10
Client Reference No. - N° de référence du client W6399-13EE03	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-610-64994	
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 2014-05-20	
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

Solicitation No. - N° de l'invitation

W6399-13EE03/B

Amd. No. - N° de la modif.

File No. - N° du dossier

hs610W6399-13EE03

Buyer ID - Id de l'acheteur

hs610

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

W6399-13EE03

CCC No./N° CCC - FMS No/ N° VME

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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 and 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 and Statement of Work for the Ruggedized Rack- Mounted 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 twelve (12) months from the effective date of the contract.

3. Trade Agreements

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, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

4. 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 clauses and conditions of the resulting contract.

The 2003 (2014-03-01) 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 questions is eliminated, and the enquiry can be answered 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 (I/A) or the Procurement Authority (I/A), 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 (1 hard copy)

Section IV: 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders should submit, with their bid, the completed Technical Information Questionnaire.

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 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. 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 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 Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly

indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1. Additional Information

Canada requests that bidders submit the following information:

1.1 Delivery

1.1.1 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.

1.1.2 Optional Quantity

The best delivery that could be offered is as follows:

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Item 002 - If an option is exercised, up to thirty-six (36) Ruggedized Cases will be delivered within _____ weeks/calendar days.

1.2 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: _____

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 alternative product must submit with their bid all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation of a substitute and/or 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.

1.2.2 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.

1.2.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantity to obtain the evaluated price of the optional quantity;
- c) the sum of all evaluated prices will determine the evaluated aggregate price.

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 associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Product Conformance

The Bidder certifies that all Ruggedized Cases proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

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	Title	Date
A9033T	Financial Capability	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 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 twelve (12) 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, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

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

1.2 Optional Goods and/or Services

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

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

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

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010A (2014-03-01), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

3. Term of Contract

3.1 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.

4. Authorities

4.1 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

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.

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4.2 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.

4.3 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.

4.4 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC

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Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: To be inserted by PWGSC
Telephone No. _____
Facsimile No. _____
E-mail address: _____

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

5.1.1 Basis of Payment (BOP) Type 1

Firm lot 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.

5.1.2 Basis of Payment (BOP) Type 2

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.1.3 Basis of Payment (BOP) Type 3

Price to be negotiated 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.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.

7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e. $[i_1 - i_0] / i_0$).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

6. Invoicing

6.1 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 Ruggedized Cases.
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 Ruggedized Cases, the Contractor can submit an invoice.
5. Each invoice must be supported by:
 - (a) a copy of the invoices;
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.

7. Certifications

7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

8. Applicable Laws

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

9. 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 (2014-03-01) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description/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) _____.

10. SACC Manual Clauses

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

11. Inspection and Acceptance

The Technical Authority or his representative 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 it's 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.

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.

13. Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) 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.

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

14. 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 (I/A) or the Procurement Authority (I/A), 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 - PRICING

Ruggedized Cases (Firm Quantity)

Item 001 - Rack Spaces 3

The Contractor must deliver ten (10) Ruggedized Cases – Rack Spaces 3 - 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 - Rack Spaces 4

The Contractor must deliver two (2) Ruggedized Cases – Rack Spaces 4 - 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 003 - Rack Spaces 4 (c/w Lid Pouch)

The Contractor must deliver seven (7) Ruggedized Cases – Rack Spaces 4 - 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 004 - Rack Spaces 5

The Contractor must deliver three (3) Ruggedized Cases – Rack Spaces 5 - 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: _____

W6399-13EE03/B

Item 005 - Rack Spaces 5

The Contractor must deliver three (3) Ruggedized Cases – Rack Spaces 5 - 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 006 - Rack Spaces 7

The Contractor must deliver two (2) Ruggedized Cases – Rack Spaces 7 - 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 007 - Rack Spaces 7

The Contractor must deliver two (2) Ruggedized Cases – Rack Spaces 7 - 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 008 - Rack Spaces 8

The Contractor must deliver three (3) Ruggedized Cases – Rack Spaces 8 - 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 009 - Rack Spaces 10

The Contractor must deliver four (4) Ruggedized Cases – Rack Spaces 10 - 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: _____

Ruggedized Cases (Optional Quantity)

Item 010 - Rack Spaces 3

If the option is exercised, the Contractor must deliver up to ten (10) Ruggedized Cases – Rack Spaces 3 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 011 - Rack Spaces 4

If the option is exercised, the Contractor must deliver up to two (2) Ruggedized Cases – Rack Spaces 4 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 012 - Rack Spaces 4 (c/w Lid Pouch)

If the option is exercised, the Contractor must deliver up to seven (7) Ruggedized Cases – Rack Spaces 4 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 013 - Rack Spaces 5

If the option is exercised, the Contractor must deliver up to three (3) Ruggedized Cases – Rack Spaces 5 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

W6399-13EE03/B

Item 014 - Rack Spaces 5

If the option is exercised, the Contractor must deliver up to three (3) Ruggedized Cases – Rack Spaces 5 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 015 - Rack Spaces 7

If the option is exercised, the Contractor must deliver up to two (2) Ruggedized Cases – Rack Spaces 7 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 016 - Rack Spaces 7

If the option is exercised, the Contractor must deliver up to two (2) Ruggedized Cases – Rack Spaces 7 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 017 - Rack Spaces 8

If the option is exercised, the Contractor must deliver up to three (3) Ruggedized Cases – Rack Spaces 8 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

Manufacturer: _____ Model: _____

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

Item 018 - Rack Spaces 10

If the option is exercised, the Contractor must deliver up to four (4) Ruggedized Cases – Rack Spaces 10 - in accordance with the attached Purchase Description - Statement of Work for the Ruggedized Rack-Mount Cases.

W6399-13EE03/B

Manufacturer: _____ Model: _____

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

Item 019 - Transportation Cost (Optional Quantities)

If an option is exercised in accordance with items 10-18 above, the Contractor must deliver the Ruggedized Cases to destination as follows:

Quantity: (to be inserted by PWGSC if an option is exercised)

The Ruggedized Cases must be delivered to:

(to be inserted by PWGSC if an option is exercised)

The contact person at destination is: (to be inserted by PWGSC if an option is exercised).

Negotiated price of \$ (to be negotiated if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 3.

(Item 019 will not be included in the financial evaluation)

**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 $+50^{\circ}\text{C}$;
 - 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 shell 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)	7.6 (3)	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><u>Common Requirements</u> 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 shall 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	<p>cm (5 in);</p> <p>vi. Have two (2) handles on each lid as follows:</p> <ul style="list-style-type: none"> a. Constructed of stainless steel; and b. Anodized black in colour; <p>(c) Include a pressure release valve on the outer shell or lid;</p> <p>(d) Have an internal rack-mount as follows:</p> <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; <p>(e) Have a minimum load capacity of 40 kg (88 pounds).</p> <p><u>Ruggedized Rack-Mount Case Variants</u></p> <p>The Ruggedized Rack-Mount Case variants are given in Section 3.2.2 of Annex B.</p>		
3.2.2		<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>	