



**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 0B2 / Noyau 0B2
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

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

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Title - Sujet Modular Sea Containers | |
| Solicitation No. - N° de l'invitation W6399-18KB28/A | Date 2017-10-26 |
| Client Reference No. - N° de référence du client W6399-18KB28 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HS-643-73635 | |
| File No. - N° de dossier hs643.W6399-18KB28 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-06 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Chenier, Jeremy G. | Buyer Id - Id de l'acheteur hs643 |
| Telephone No. - N° de téléphone (819) 420-0868 () | 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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 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 |

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Trade Agreements
- 1.4 Debriefings
- 1.5 Phased Bid Compliance Process

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws - Bid
- 2.5 Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement - Contract
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing
- 6.8 Certifications
- 6.9 Applicable Laws - Contract
- 6.10 Priority of Documents
- 6.11 SACC Manual Clauses
- 6.12 Inspection and Acceptance
- 6.13 Preparation for Delivery
- 6.14 Shipping Instructions - Delivery at Destination
- 6.15 Release Documents - Distribution
- 6.16 Post-Contract Award Meeting
- 6.17 Tools and Loose Equipment
- 6.18 Assembly/Preparation at Delivery
- 6.19 Interchangeability

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF WORK

ANNEX B - OPERATIONAL PERFORMANCE AND TECHNICAL SPECIFICATIONS

Appendix B1 - Layout Sketch

ANNEX C - TECHNICAL EVALUATION PLAN

ANNEX D - PRICING

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) 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; |
| 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 | Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract. |

The attachments include Annex A - Statement of Work, Annex B - Operational Performance and Technical Specifications, Annex C - Technical Evaluation Plan, and Annex D - Pricing.

1.2 Summary

The Department of National Defence has a requirement to purchase six (6) modular sea containers and ancillary items, including familiarization training, in accordance with Annex A - Statement of Work, and Annex B - Operational Performance and Technical Specifications, and as described at Annex D - Pricing.

The requirement includes an option to purchase up to six (6) modular sea containers and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2017-04-27) 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

2.2 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.

2.3 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.

2.4 Applicable Laws - Bid

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.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 Annex C - Technical Evaluation Plan.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where **equivalent** is indicated in the technical requirement description (Purchase Description/Statement of Requirement/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.

3.1.2 SACC Manual Clauses

| SACC Reference | Title | Date |
|----------------|-----------------------------|------------|
| B1000T | Condition of Material - Bid | 2014-06-26 |


Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex D - Pricing.

Bidders should complete Annex D - Pricing and submit it with their bid.

3.1.3 SACC Manual Clauses

3.1.3.1 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

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Best Delivery Date – Bid

3.1.4.1 Firm Quantity

While delivery of the equipment is requested by March 23, 2018, the best delivery that could be offered is as follows:

Item 001 – Two (2) expandable tricon modular sea containers and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Item 002 – Two (2) expandable tricon modular sea containers with cabinets and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Item 003 – Two (2) tricon modular sea containers with warehouse drawer systems and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.4.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 004 - If an option is exercised, up to two (2) expandable tricon modular sea containers will be delivered within _____ weeks/calendar days.

Item 005 - If an option is exercised, up to two (2) expandable tricon modular sea containers with cabinets will be delivered within _____ weeks/calendar days.

Item 006 - If an option is exercised, up to two (2) tricon modular sea containers with warehouse drawer systems and ancillary items will be delivered within _____ weeks/calendar days.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

3.1.5 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: _____

3.1.6 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and its components that exceed 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.

3.1.7 Extended Warranty Period

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

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

-
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid

of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Mandatory Technical Evaluation Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.2.1 Mandatory Proof of Compliance

Bidders must submit, with their bid, all proof of compliance required in Annex C - Technical Evaluation Plan.

4.1.2.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

4.1.3 Mandatory Financial Evaluation Criteria

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex D - Pricing for items 001 to 007.

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for items 001 to 007, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.4 Evaluated Aggregate 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 quantities will be multiplied by their identified quantities to obtain the evaluated price of the firm quantities;
- (b) Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:
 - i. The sum of the firm lot prices for the optional quantities, for each period of twelve (12) months, will be divided by two (2) to obtain the average price;
 - ii. The average price will be multiplied by the identified estimated quantities to obtain the evaluated price of the optional quantities;
- (c) The sum of all evaluated prices will determine the evaluated aggregate price.

4.2 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 AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all equipment proposed conforms, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A - Statement of Work and Annex B - Operational Performance and Technical Specifications.

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

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- (a) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- (b) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| Green Practices within the Bidders' organization | Insert a checkmark for each criterion that is met |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Promotes a paperless environment through directives, procedures and/or programs | |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client | |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification | |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. | |

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program. | |
| A minimum of 50% of office equipment has an energy efficient certification. | |

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement associated with this bid solicitation.

6.2 Requirement - Contract

The Contractor must deliver six (6) modular sea containers and ancillary items, including familiarization training, in accordance with Annex A - Statement of Work, Annex B - Operational Performance and Technical Specifications, and Annex D - Pricing.

An option is included to purchase up to six (6) modular sea containers and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

6.2.1 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.

6.2.2 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 equipment.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

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

"The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

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

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the equipment must be made as follows:

Firm Quantity

Item 001 – Two (2) expandable tricon modular sea containers and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Item 002 – Two (2) expandable tricon modular sea containers with cabinets and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Item 003 – Two (2) tricon modular sea containers with warehouse drawer systems must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 004 - If the option is exercised, up to two (2) expandable tricon modular sea containers must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

Item 005 - If the option is exercised, up to two (2) expandable tricon modular sea containers with cabinets must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

Item 006 - If the option is exercised, up to two (2) tricon modular sea containers with warehouse drawer systems must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jeremy Chenier
Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-420-0868
E-mail address: jeremy.chenier@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Procurement Authority

The Procurement 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:
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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

To be inserted by PWGSC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone:
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.

6.5.4 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:

6.6 Payment

6.6.1 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 D - Pricing, and as follows:

6.6.1.1 Basis of Payment (BOP)

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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.2 SACC Manual Clauses

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

6.6.3 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 daily rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the daily 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 daily 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 daily rate on the date the payment was due. The most recent daily 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.

6.7 Invoicing

6.7.1 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 equipment/service.
3. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
4. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
5. 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.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws - Contract

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

6.10 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 (2016-04-04) General Conditions - Medium Complexity - Goods;
- (c) Annex D - Pricing;
- (d) Annex A - Statement of Work
- (e) Annex B - Operational Performance and Technical Specifications
- (f) The Contractor's bid dated (to be inserted by PWGSC), as amended (to be inserted by PWGSC).

6.11 SACC Manual Clauses

| SACC Reference | Title | Date |
|----------------|--------------------------------------------------------------------------------|------------|
| A1009C | Work Site Access | 2008-05-12 |
| A9006C | Defence Contract | 2012-07-16 |
| A9062C | Canadian Forces Site Regulations | 2011-05-16 |
| C2800C | Priority Rating | 2013-01-28 |
| C2801C | Priority Rating - Canadian Contractors | 2011-11-27 |
| D5510C | Quality Assurance Authority - (DND) - Canadian Based Contractor | 2014-06-26 |
| D5515C | Quality Assurance Authority (DND) - Foreign-based and United States Contractor | 2010-01-11 |
| D5540C | ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) | 2010-08-16 |
| D5604C | Release Document (DND) - Foreign Based Contractor | 2008-12-12 |
| D5605C | Release Documents (DND) - United States-based Contractor | 2010-01-11 |
| D5606C | Release Documents (DND) - Canadian-based Contractor | 2012-07-16 |
| D6010C | Palletization | 2007-11-30 |
| G1005C | Insurance | 2016-01-28 |

6.12 Inspection and Acceptance

The Technical Authority or his/her 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 his/her representative. Should any report, document, good or service not be in accordance with the requirements of Annex A - Statement of Work, Annex B - Operational Performance and Technical Specifications, 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.

6.13 Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

6.13.1 Packaging Requirement using Specification D-LM-008-036/SF-000

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.

6.14 Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex D - 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 in Annex D - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

One (1) copy mailed to consignee marked: "Attention: Receipts Officer";

Two (2) copies with shipment (in a waterproof envelope) to the consignee;

One (1) copy to the Contracting Authority;

One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: **to be inserted by PWGSC**

One (1) copy to the Quality Assurance Representative;

One (1) copy to the Contractor; and

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

6.16 Post-Contract Award Meeting

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

6.17 Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

6.18 Assembly/Preparation at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

6.19 Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF WORK

STATEMENT OF WORK FOR THE MODULAR SEA CONTAINERS

1.0 SCOPE

1.1 Purpose

The purpose of this statement of work is to describe the scope and requirements that apply to the provision of Modular Sea Containers to the Department of National Defence (DND).

1.2 Background

DND has a requirement for sea containers in various configurations that are transportable by aircraft, road and sea to support deployed operations and training. The containers are based upon ISO standard intermodal "Tricon" sea containers and include general storage and workshop variants. This equipment will be referred to as the Modular Sea Container (MSC).

1.2.1 Applicable Documents

The following document forms part of this statement of work to the extent specified herein and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the document and the contents of this statement of work, then the contents of this statement of work shall take precedence.

- MIL-HDBK-61A - Configuration Management Guidance (copy available upon request)

1.3 Definitions

| | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tricon | A closed general-purpose ISO freight container. Three Tricons coupled end-to-end, using captive connecting couplers, form an integral 6.1 m (20 ft) module that is dimensionally equivalent to an ISO Type IC freight container. |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1.4 Acronyms

| | |
|--------|---------------------------------------------|
| DND | Department of National Defence |
| ISO | International Standards Organization |
| MR SPL | Manufacturer's Recommended Spare Parts List |
| MSC | Modular Sea Container |
| STTE | Special Tools and Test Equipment |

2.0 DELIVERABLES

The Contractor must deliver the following:

- (a) MSCs in accordance with the Operational Performance and Technical Requirements at Annex B as follows:

| Item | Variant | Description |
|------|---------|-----------------------------------------------------------|
| 1 | I | Expandable Tricon Modular Sea Container |
| 2 | II | Expandable Tricon Modular Sea Container with Cabinet |
| 3 | III | Tricon Modular Sea Container with Warehouse Drawer System |

- (b) Engineering drawings in accordance with Section 2.2;
- (c) Operation and Maintenance Manuals in accordance with Section 2.3;
- (d) Training in accordance with Section 2.4;
- (e) A Manufacturer's Recommended Spare Parts List (MRSPL) for each MSC variant to support a period of operation of twenty-four (24) months including the following for each item:
 - i. Item Name;
 - ii. Manufacturer's part number;
 - iii. NATO stock number (where available);
 - iv. Proposed quantity; and
 - v. Unit price; and
- (f) A list of all Special Tools and Test Equipment (STTE) required to operate and/or maintain each Modular Sea Container in electronic format (MS Word or PDF format) including the following information for each item:
 - i. Item Name;
 - ii. NCAGE identifier (Manufacturer Code);
 - iii. Manufacturer Part Number;
 - iv. Unit Price;
 - v. Volume of Item;
 - vi. Weight of Item; and
 - vii. Shelf Life of Item.

2.1 Engineering Drawings

The Contractor must provide Engineering Drawings as follows:

- (a) Initial drawing showing the proposed design of the MSCs for review a minimum of five (5) business days prior to the Post-Contract Award Meeting. DND reserves the right to make minor changes to the interior layout at no additional cost, for a period of up to ten (10) business days following the meeting; and
- (b) Finalized engineering drawings to scale for approval for each MSC variant prior to commencement of construction. Finalized engineering drawings are to be in hard copy and PDF format and include detail to the component and sub-component level, unless otherwise requested by the DND Technical Authority, with the following information in electronic format (MS Excel), as required, for each of the components and sub-components:
 - i. Item Name;
 - ii. NCAGE identifier (Manufacturer Code);
 - iii. Manufacturer Part Number;
 - iv. Unit Price;
 - v. Volume of Item;
 - vi. Weight of Item; and
 - vii. Shelf Life of Item.

2.2 Operation and Maintenance Manuals

The Contractor must provide, in English (with French translation if available), the following with each MSC delivered:

19 October 2017

- (a) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Operation Manual; and
- (b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Maintenance Manual.

Note: Operation and Maintenance Manuals may be delivered as separate documents or as one combined document.

2.3 Training

The Contractor must provide training on the MSC systems as follows:

- (a) Training to be conducted at the Contractor's facility within thirty (30) days of the first MSC delivery, on dates arranged with the DND Technical Authority;
- (b) A one (1) day (8 hour maximum) training serial for up to four (4) personnel to include use, assembly/disassembly, safe operation and maintenance (routine and corrective) of the MSCs; and
- (c) Provide training material in both hard copy and electronic format (MS Word, MS PowerPoint or PDF) as follows:
 - i. To the DND Technical Authority minimum two (2) weeks prior to the training serial; and
 - ii. To each candidate at the beginning of the training serial.

3.0 **REQUIREMENTS**

3.1 Configuration Control

The Contractor must have an established, DND verifiable, Configuration Management Program with control systems in place in accordance with MIL-HDBK-61A, and must provide configuration identification, control and status accounting of all new and/or modified hardware and documentation. Each MSC variant delivered must have the same product baseline and support interchangeability / interoperability of parts. The established product baselines must be maintained during repair and any deviation from the baseline must be approved in advance by the DND Technical Authority.

3.2 Technical Support

The Contractor must provide technical support to DND by phone/email on an as-requested basis during the warranty period. Technical support must be available during normal working hours from 0800 to 1700 Eastern Standard Time, and requests must be responded to within one (1) business day.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX B - OPERATIONAL PERFORMANCE AND TECHNICAL SPECIFICATIONS

NOTICE



This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées. Les avis de divulgation et les instructions de manutention reçues originalement doivent continuer de s'appliquer.

OPERATIONAL PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE MODULAR SEA CONTAINERS

1.0 SCOPE

1.1 General

This specification details the operational performance and technical requirements for commercial off-the-shelf Modular Sea Containers (MSCs).

2.0 APPLICABLE DOCUMENTS

2.1 Applicability

The following documents form part of this specification to the extent specified and are supportive of this specification when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this specification, then the contents of this specification shall take precedence.

- ISO 668 - Series 1 Freight Containers - Classification, Dimensions and Ratings (www.iso.org)
- MIL-STD-810G - Department of Defense: Test Method Standard, Environmental Engineering Considerations and Laboratory Tests (www.everyspec.com)
- MIL-PRF-32349A - Department of Defense: Performance Specification for Container, Cargo Triple Containers (Tricon) (Without Cabinets, Drawers, or Shelves) (www.everyspec.com)
- ISO 1496-1 - Series 1 Freight Containers - Specification and Testing - Part 1 General Cargo Containers for General Purposes (www.iso.org)
- MIL-DTL-28689C - Department of Defense: Detail Specification for Containers, Shipping and Storage, Steel Wall (www.everyspec.com)
- ISO 1496-2 - Series 1 Freight Containers - Specification and Testing - Part 2 Thermal Containers (www.iso.org)
- ISO 1161 - Series 1 Freight Containers - Corner Fittings - Specification (www.iso.org)
- MIL-DTL-22992H Class L - Detail Specification: Connectors, Plugs and Receptacles, Electrical, Waterproof, Quick Disconnect, Heavy Duty Type, General Specification for (www.everyspec.com)
- ASTM G101-04 - Standard Guide for Estimating the Atmospheric Corrosion Resistance of Low-Alloy Steel (www.astm.org)
- ISO 6346 - Freight Containers - Coding, Identification and Marking (www.iso.org)
- DOD-P-15328D - Primer (Wash), Pre-treatment (Formula 117 For Metals) (www.everyspec.com)
- SSPC-SP-5 - White Metal Blast Cleaning (www.everyspec.com)
- TT-C-490 - US Federal Specification - Cleaning Methods for Ferrous Surfaces and Pre-Treatment for Organic Coatings (www.everyspec.com)
- MIL-DTL-53022E - Detail Specification: Primer, Epoxy Coating, Corrosion Inhibiting, Lead and Chromate Free (www.everyspec.com)
- MIL-DTL-53030C - Detail Specification: Primer Coating, Epoxy, Water Based, Lead and Chromate Free (www.everyspec.com)

31 July 2017

- MIL-DTL-64159B - Detail Specification: Camouflage Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant (www.everyspec.com)
- FED-STD-595C – Federal Standard: Colours Used in Government Procurement (www.everyspec.com)
- MIL-DTL-53072D – Detail Specification: Chemical Agent Resistant Coating (CARC) Application Procedures and Quality Control Inspection (www.everyspec.com)

2.2 Definitions

| | |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Corrosion Resistant Material | Corrosion resistance is defined as the material's ability to resist deterioration caused by exposure to the environment through the formation of a natural oxide layer. |
| CORTEN | CORTEN is a group of steel alloys which were developed to eliminate the need for painting, and form a stable rust-like appearance if exposed to the weather for several years. |
| Intermodal | The use of several modes of transportation (e.g., road, rail, airlift, sealift, etc.) to accomplish a single move of cargo. |
| Spreader | A movable platform called a "spreader" that can be lowered down on top of a container and locks on to the container's four locking points (corner castings) using a "twistlock" mechanism. |
| Tricon | A closed-van general-purpose ISO freight container. Three Tricons coupled end-to-end, using captive connecting couplers, form an integral 610 cm (20 ft) module that is dimensionally equivalent to an ISO Type IC freight container. |

2.3 Acronyms

| | |
|------|--------------------------------------|
| CARC | Chemical Agent Resistant Coating |
| CSC | Convention for Safe Containers |
| DND | Department of National Defence |
| ISO | International Standards Organization |
| MSC | Modular Sea Container |
| NATO | North Atlantic Treaty Organization |

2.4 Layout Sketches

Sketches of the MSC layouts are included in Appendix 1 for guidance only. The sketches are not to scale and compliance is based on the specific clauses in the Operational Performance and Technical Requirements and not on the sketches. The following sketches are included:

- (a) Figure 1: Variant I - Expandable Tricon ;
- (b) Figure 2: Variant II - Expandable MSC with Cabinet; and
- (c) Figure 3: Variant III - Tricon MSC with Warehouse Drawer System

2.5 Dimensions

Within this document, all dimensions that are related to the ISO Series 1 freight containers shall have external dimensions and permissible tolerances in accordance with ISO 668. All other dimensions are stated as nominal and shall be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

31 July 2017

2.6 Cabinets

Cabinet and shelving unit layouts are provided as recommendations. Alternate layouts and designs will be considered by the Technical Authority where they are more practical and/or improve the usability of the spaces.

3.0 **REQUIREMENTS**

3.1 General Requirements

3.1.1 General Description

The operational performance requirements in the following sections apply to all MSC variants.

3.1.2 Climatic Conditions

The MSCs must:

- (a) Operate under the climatic conditions A1, A2, B1 to B3, and C1 to C2, as described in MIL-STD-810G;
- (b) Not be damaged by storage or transit in temperature conditions ranging from -40 °C to +71 °C in accordance with MIL-PRF-32349A; and
- (c) Not exhibit water leakage when subjected to the ISO 1496-1 "Weatherproofness" test (Test #13).

3.1.3 Standards of Construction

The MSCs must:

- (a) Be built and tested to international standards for shipping via road, rail, sea or air in accordance with ISO 1496-1;
- (b) Be built and tested in accordance with the following:
 - i. MIL-PRF-32349A - Department of Defense: Performance Specification for Container, Cargo Triple Containers (Tricon);
 - ii. MIL-DTL-28689C - Department of Defense: Detail Specification for Containers, Shipping and Storage, Steel Wall (with and without cabinetry);
 - iii. When grouped in threes (Tricons) to form a Twenty Foot Equivalent Unit (TEU) and loaded to capacity:
 - a. Be tested to the requirements of ISO 1496-2 standard for nine (9) high stacking; and
 - b. The base structure must not deflect below the bottom of the lower corner fittings;
- (c) Be Convention for Safe Containers (CSC) approved by Lloyd's Register for use in twenty (20) foot module configurations as applicable; and
- (d) Designed and manufactured in a facility that has been approved by an internationally authorized classification society including, but not limited to, the following:
 - i. Bureau Veritas (France);
 - ii. American Bureau of Shipping (United States);
 - iii. Lloyd's Register of Shipping (United Kingdom); or
 - iv. Germanischer Lloyd (Germany).

31 July 2017

3.2 Technical Requirements

The technical requirements in the following sections apply to all MSC variants except as noted otherwise.

3.2.1 Appearance

The MSCs must:

- (a) Have an exterior with the matching appearance and construction of a standard ISO shipping container used worldwide for intermodal cargo, in accordance with ISO 1496-1, 1161 and 668, with the exception of electrical connections as outlined in this Annex; and
- (b) Have external dimensions and permissible tolerances in accordance with ISO 668 for Series 1 Tricon freight containers as follows:
 - i. Exterior Height - 244 cm (96 in);
 - ii. Exterior Width - 197 cm (77.5 in); and
 - iii. Exterior Length - 244 cm (96 in).

3.2.2 Variants

There are three (3) MSC variants as detailed in the following sections.

3.2.2.1 Variant I – Expandable Tricon MSC

The Expandable Tricon MSC must be as follows (see Figure 1):

- (a) General Description - A Tricon with interior finishing suitable for use as a workspace, with full-size pull-outs on either end that, when extended, increases the internal capacity of the unit;
- (b) Internal dimensions and capacities as follows:
 - i. Pull-Outs Extended:
 - a. External Length - 560 cm (220 in); and
 - b. Internal Floor Area – 13.3 square meters (143 square feet);
 - ii. Pull-Outs Retracted:
 - a. Internal Floor Area – 3.9 square meters (42 square feet);
 - iii. Maximum Gross Weight - 4,536 kg (10,000 lbs);
 - iv. Tare Weight - 1,814 kg (4,000 lbs); and
 - v. Payload Weight – 2,722 kg (6,000 lbs);
- (c) Doors as follows:
 - i. Full-width/full-height dual outward opening doors on each 197 cm (77.5 in) side of the Tricon through which the pull-out sections extend;
 - ii. Man doors on each outer end of the expansion sections, each with lockable hardware and door over-ride mechanisms inside and outside, that are 68.6 cm (27 in) wide (each); and
 - iii. One (1) man door, with lockable hardware and door over-ride mechanisms inside and outside, on the side of the Tricon container for use when the pull-out sections are extended that is 81 cm (32 in) wide; and
- (d) Include the following:
 - i. Fully insulated walls and ceiling (R7 minimum);
 - ii. Main power distribution panel as follows:
 - a. 120/208 VAC Mil Receptacle MS9055 in accordance with MIL-DTL-22992H;
 - b. Rigid power entry conduit from exterior to main power distribution panel; and
 - c. Grounding stud;
 - iii. 120/208 VAC Single Phase Environmental Control Unit;

31 July 2017

- iv. Internal LED lighting as follows:
 - a. Colours: white and red (blackout), that are either integrated in the same fixtures or provided separately;
 - b. Independent white/red light switches by the man doors;
- v. No less than two (2) duplex 120 VAC receptacles with 20 Amp breakers; and
- vi. One (1) 23 m (75.5 ft) long power cable as follows:
 - a. 120/208 VAC Mil Plug MS90558 in accordance with MIL-DTL-22992H on one end; and
 - b. Other end tinned.

3.2.2.2 Variant II - Expandable Tricon MSC with Cabinet

The Expandable Tricon MSC with Cabinet must be as follows (see Figure 2):

- (a) General Description - A Tricon with interior finishing suitable for use as a workspace, with a storage cabinet and full-size pull-outs on either end that, when extended, increases the internal capacity of the unit;
- (b) Internal dimensions and capacities as follows:
 - i. Pull-Outs Extended:
 - a. External Length - 560 cm (220 in); and
 - b. Internal Floor Area – 13.3 square meters (143 square feet);
 - ii. Pull-Outs Retracted:
 - a. Internal Floor Area – 3.9 square meters (42 square feet);
 - iii. Maximum Gross Weight - 4,536 kg (10,000 lbs);
 - iv. Tare Weight - 1,814 kg (4,000 lbs); and
 - v. Payload Weight – 2,722 kg (6,000 lbs);
- (c) Doors as follows:
 - i. Full-width/full-height dual outward opening doors on each 197 cm (77.5 in) side of the Tricon through which the pull-out sections extend;
 - ii. Two (2) man doors, one (1) on each outer end of the expansion sections, each with lockable hardware and door over-ride mechanisms inside and outside, that are:
 - a. Single door that is 68.6 cm (27 in) wide on one end; and
 - b. Double doors that have an opening of 162.6 cm (64 in) wide on the other end;
 - iii. One (1) man door, with lockable hardware and door over-ride mechanisms inside and outside, on the side of the Tricon container for use when the pull-out sections are extended that is 81 cm (32 in) wide;
- (d) Include a heavy-duty cabinet (such as Vidmar/Lista) in the Tricon section on the side opposite to the man door as follows:
 - i. Permanently installed;
 - ii. Two (2) side-by-side base cabinets with drawers as follows:
 - a. Each minimum 114 cm (45 in) wide and 72 cm (28.5 in) deep;
 - b. Drawers open into the Tricon section;
 - c. Minimum seven (7) drawers of varying height (largest on the bottom, smallest on top);
 - d. Each drawer to include:
 - 1. Minimum of 180 kg (400 lb) capacity;
 - 2. Full 100% extension opening;
 - 3. Customizable compartment configuration;
 - 4. Compartment bar code labeling;

31 July 2017

5. Full width ergonomic handles;
6. Exterior label holders; and
7. Lock-in/lock-out mechanism;
- iii. Upper shelving unit as follows:
 - a. Two (2) shelving cabinets as follows:
 1. One (1) on each end of the lower cabinets;
 2. Each minimum 57 cm (22.5 in) wide and 72 cm (28.5 in) deep;
 3. Minimum of three (3) adjustable shelves (each);
 4. Minimum of 180 kg (400 lb) capacity (each shelf); and
 5. Lockable doors(s);
 - b. Two (2) shelving cabinets as follows:
 1. Located side-by-side between the three-shelf units above;
 2. Positioned at the top of the three-shelf units to provide a workspace above the countertop;
 3. Each minimum 57 cm (22.5 in) wide and 72 cm (28.5 in) deep;
 4. Minimum of two (2) adjustable shelves (each);
 5. Minimum of 180 kg (400 lb) capacity (each shelf); and
 6. Lockable door(s);
 - c. A butcher-block countertop on the lower cabinets between the three-shelf units; and
- (e) Include the following:
 - i. Fully insulated walls and ceiling (R7 minimum);
 - ii. Main power distribution panel as follows:
 - a. 120/208 VAC Mil Receptacle MS9055 in accordance with MIL-DTL-22992H;
 - b. Rigid power entry conduit from exterior to main power distribution panel; and
 - c. Grounding stud;
 - iii. 120/208 VAC Single Phase Environmental Control Unit;
 - iv. Internal LED lighting as follows:
 - a. Colours: white and red (blackout), that are either integrated in the same fixtures or provided separately; and
 - b. Independent white/red light switches by the man doors;
 - v. No less than two (2) duplex 120 VAC receptacles with 20 Amp breakers; and
 - vi. One (1) 23 m (75.5 ft) long power cable as follows:
 - a. 120/208 VAC Mil Plug MS90558 in accordance with MIL-DTL-22992H on one end; and
 - b. Other end tinned.

3.2.2.3 Variant III - Tricon MSC with Warehouse Drawer System

The Tricon MSC with Warehouse Drawer System must be as follows (see Figure 3):

- (a) General Description - A Tricon suitable for storage and transport of material with doors on opposing ends and two (2) storage cabinets facing each other against the opposite walls such that there is an isle down the center of the Tricon;
- (b) Internal dimensions and capacities as follows:
 - i. Interior Height - 218 cm (86 in);
 - ii. Interior Width - 177 cm (70 in);
 - iii. Interior Length - 235 cm (92.5 in);
 - iv. Maximum Gross Weight - 6,759 kg (14,900 lbs);
 - v. Tare Weight - 1,305 kg (2,877 lbs); and

31 July 2017

- vi. Payload Weight - 5,454 kg (12,024 lbs);
- (c) Doors as follows:
 - i. Full-width/full-height dual outward opening doors on each 146 cm (57 in) side;
 - ii. Door Opening Width - 199 cm (78 in); and
 - iii. Door Opening Height - 207 cm (81.5 in);
- (d) Include two (2) heavy-duty cabinets (such as Vidmar/Lista) in the Tricon section on opposite sides, each as follows:
 - i. Permanently installed;
 - ii. Two (2) side-by-side base cabinets with drawers as follows:
 - a. Widths as follows:
 - 1. One (1) minimum 152 cm (60 in); and
 - 2. One (1) minimum 57 cm (22.5 in);
 - b. Each minimum 72 cm (28.5 in) deep;
 - c. Drawers open into the Tricon section;
 - d. Each with minimum sixteen (16) drawers of varying height (largest on the bottom, smallest on top);
 - e. Each drawer to include:
 - 1. Minimum of 180 kg (400 lb) capacity;
 - 2. Full 100% extension opening;
 - 3. Customizable compartment configuration;
 - 4. Compartment bar code labeling;
 - 5. Full width ergonomic handles;
 - 6. Exterior label holders; and
 - 7. Lock-in/lock-out mechanism;
 - iii. Upper shelving unit as follows:
 - a. Two (2) side-by-side shelving cabinets as follows:
 - 1. Same width and depth as the base cabinets;
 - 2. One (1) on top of each of the base cabinets of equal width;
 - 3. Minimum of three (3) adjustable shelves (each);
 - 4. Shelves designed with spill containment for Petroleum, Oil and Lubricant storage;
 - 5. Minimum of 180 kg (400 lb) capacity (each shelf); and
 - 6. Lockable doors(s); and
- (e) Include the following:
 - i. Minimum of twelve (12) lashing points with a rated capacity of no less than 1,800 kg (3,960 lbs) each;
 - ii. Minimum of sixteen (16) adjustable tie-down straps;
 - iii. Main power distribution panel as follows:
 - a. 120/208 VAC Mil Receptacle MS9055 in accordance with MIL-DTL-22992H;
 - b. Rigid power entry conduit from exterior to main power distribution panel; and
 - c. Grounding stud;
 - iv. Internal LED lighting as follows:
 - a. Colours: white and red (blackout), that are either integrated in the same fixtures or provided separately; and
 - b. Independent white/red light switches by the doors; and
 - v. One (1) 23 m (75.5 ft) long power cable as follows:
 - a. 120/208 VAC Mil Plug MS90558 in accordance with MIL-DTL-22992H on one end; and

- b. Other end tinned.

3.2.3 Physical Features

The MSCs must:

- (a) Be built from new material;
- (b) Be completely self-standing with no interior support poles or structures that limit internal mobility, except as detailed in this specification;
- (c) Have no part and/or component protruding beyond the exterior of the container walls;
- (d) Have exterior walls, roof and doors fabricated from corrosion resistant material (such as galvanized steel or CORTEN) as follows:
 - i. Resistant to impact;
 - ii. If steel is used, have an atmospheric corrosion resistance index greater than 6.7 in accordance with ASTM G101-04;
 - iii. If hollow core pop rivets are used to attach components or plates (e.g., CSC Safety Approval Plate), be caulked to ensure water tightness; and
 - iv. Have steel corner protection plates and header extension plates at each end of the roof to provide reinforcement and protection in the area of the corner fittings;
- (e) Have the bottom frame equipped with two (2) sets of forklift pockets, one (1) on each side, that:
 - i. Meet the dimensional requirements specified in Annex C of ISO 1496-1; and
 - ii. Pass completely through the base structure of the container so that lifting devices may be inserted from either side;
- (f) Have eight (8) corner fittings made from cast steel that are a minimum of 0.6 cm (0.25 in) above any other part of the container structure, with dimensions in accordance with ISO 1161 to permit handling by crane as follows:
 - i. Individually - Each MSC can be lifted when fully laden or empty as follows:
 - a. From the top corner fittings by spreader or slings; and
 - b. From the bottom corner fittings by slings;
 - ii. Unit (Tricon) - When three (3) containers are coupled together using eight (8) corner fitting connectors (such as SeaLock™) to form an ISO twenty (20) foot unit, the unit can be lifted when fully laden or empty as follows:
 - a. From the top corner fittings by spreader or slings; and
 - b. From the bottom corner fittings by slings;
- (g) Exterior doors as follows:
 - i. Lateral opening container access double doors with the maximum attainable opening dimensions consistent with the design materiel and in accordance with ISO 1496-1;
 - ii. Include Bloxwich locking gear and four (4) hinges with stainless steel pins, self-lubricating nylon bushings and bronze washers;
 - iii. Have handles at 76 cm (30 in) above ground level;
 - iv. Have hardware fixed with stainless steel nuts and bolts;
 - v. Have a minimum of four (4) welded hinges with non-removable hinges/pins riveted to the door; and
 - vi. Have a device to secure the doors in full open position;
- (h) Include three (3) corner fitting connectors in holders within each MSC; and

- (i) Include interior and exterior document holders to allow ready access and safe keeping of container load list and operations instructions.

3.2.4 Identification and Marking

Each MSC must bear legible ISO markings conforming to ISO 6346 data and format requirements as follows:

- (a) Include the owner code, serial number and check digit;
- (b) All exterior ISO identification markings paint stenciled (no decals) on each container in a contrasting color; and
- (c) Include a consolidated CSC Safety Approval Plate, affixed to the outside of the rear right side door, conforming to CSC data and format requirements.

3.2.5 Paint

All MSCs are to be cleaned and painted with a Chemical Agent Resistant Coating (CARC) as follows:

- (a) Cleaning and Surface Preparation - Cleaning must be done immediately before surface preparation to ensure all surfaces are free of soil impurities or corrosion such as grease, oil, welding flux, scale or other foreign matter that may interfere with surface preparation, treatment or coating as follows:
 - i. Hot alkaline cleaning by immersion, spray or vapour process where appropriate;
 - ii. For metal parts surface preparation, perform a mechanical or abrasive cleaning to a white metal Steel Structure Painting Council SSPC-SP-5 surface finish imparting a profile of 13 microns;
 - iii. For non-metallic parts surface preparation, perform a scuffing of the surface with a 180 grit sand paper; and
 - iv. Ensure surfaces remain clean and dry until they are treated or painted;
- (b) Surface treatment as follows:
 - i. Metal components must receive organic pre-treatment coating in accordance with TT-C-490 type III (DOD-P-15328D); and
 - ii. A primer coating must be applied on all surfaces that meets the requirements of MIL-DTL-53022E (for Epoxy Coating) or MIL-DTL-53030C (for Water Reducible Epoxy Coating);
- (c) Topcoat - Exterior surfaces must be finished with a polyurethane topcoat meeting the requirements of MIL-DTL-64159B type II in a "desert tan" colour in accordance with FED-STD-595C colour #33446 of uniform shade;
- (d) Selection of Materials - Materials used must:
 - i. Be applied as per manufacturers' instructions in order to meet MIL-DTL-53072D; and
 - ii. Be reported in electronic format to ensure compliance with Canadian Armed Forces configuration, health, and safety purposes; and
- (e) Other - In any instance where the CARC system specified herein interferes with the design features of specific components that are key to the operation of the equipment, it is the manufacturer's responsibility to identify and propose a suitable alternative coating system having high chemical agent resistance and corrosion protection properties.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

APPENDIX B1 - LAYOUT SKETCH

APPENDIX 1 LAYOUT SKETCH

Figure 1: Variant I - Expandable Tricon MSC

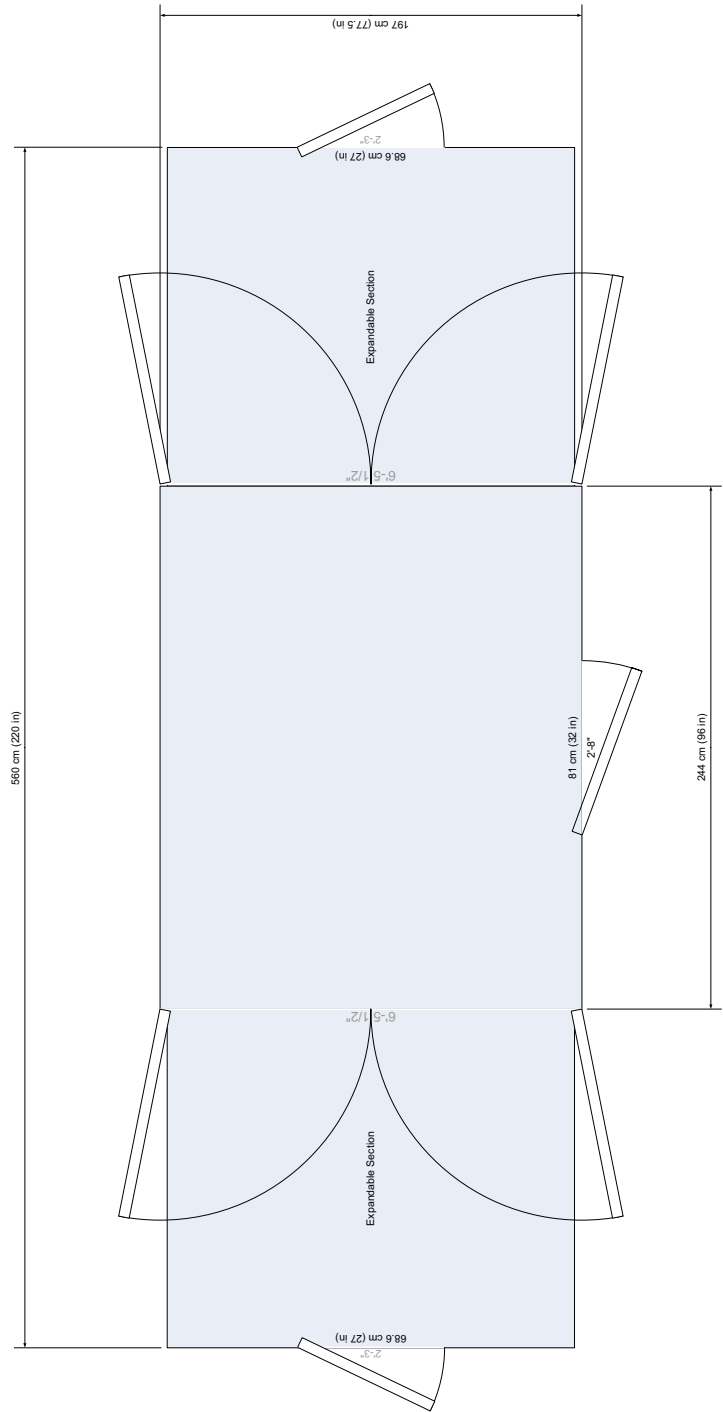
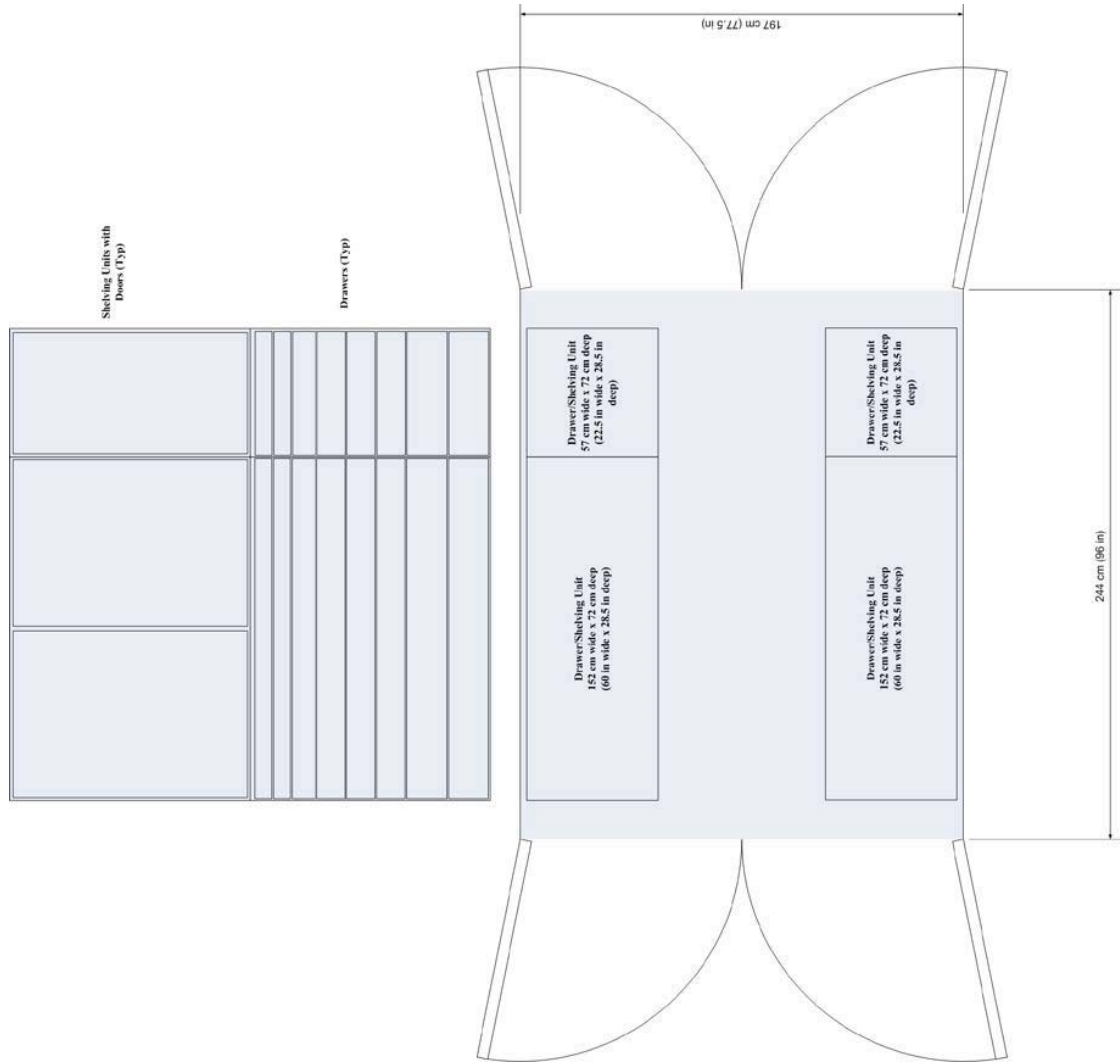


Figure 3: Variant III - Tricon MSC with Warehouse Drawer System



Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX C - TECHNICAL EVALUATION PLAN

TECHNICAL EVALUATION PLAN FOR THE MODULAR SEA CONTAINERS

1.0 GENERAL

1.1 Purpose

This document outlines the proposal technical requirements for the Modular Sea Containers (MSC).

2.0 PROPOSAL REQUIREMENTS

2.1 Instructions

Bidders will be assessed in accordance with the criteria detailed in this document. The mandatory requirements are identified by the word “must”. All mandatory requirements must be met in order to meet compliance with the requirements.

2.2 Bid Documentation

(a) Bidders are requested to provide a completed Technical Information Matrix (Table 1); and

(b) Bidder must provide the following documentation with their submissions:

- i. Proof of compliance as specified in Table 1. Canada reserves the right to verify the statements made in the Written Confirmation;
- ii. Technical data provided with the bid as proof of compliance may include any or all of the following:
 - a. A system brochure that details the components and operating characteristics of the system;
 - b. The system Operator’s Manual;
 - c. The system Maintenance Manual;
 - d. Drawing or schematic which clearly depicts the product’s dimensions and scale; and
 - e. Test reports and certifications; and
- iii. Where test results are requested, the Bidder must provide a laboratory analysis of the product offered showing complete test results, or a summary of the complete test results, that confirms that the material meets the standards specified.

3.0 MANDATORY REQUIREMENTS

Table 1: Technical Information Matrix

| Item # | Requirement | Proof of Compliance | Bid Reference |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 | <p><u>Expertise and Proven Design</u> The Bidder must be an established sea container manufacturer or distributor that has significant experience in customized ISO containers as follows:</p> <p>(a) Manufacturer Qualifications – The manufacturer must have been in the business of developed ISO manufacturing and selling customized ISO containers for a minimum of five (5) years; and</p> <p>(b) Sales – The Bidder must have sold a minimum of twenty-five (25) similar expandable Tricon containers.</p> | <p>The Bidder must provide:</p> <p>(1) Written Confirmation that they have been in the business of developing, manufacturing and/or selling customized ISO containers for a minimum of five (5) years;</p> <p>AND</p> <p>(2) Contract numbers, award date, models and quantities delivered that confirm sales as specified. Cumulative sales over multiple contracts is acceptable. Where the Bidder is an authorized distributor, sales of the manufacturer are acceptable as proof of compliance.</p> | |
| 2 | Refer to Annex B, 3.1.3 (d) | <p>The Bidder must provide:</p> <p>(1) A copy of the facility certification as specified.</p> | |
| 3 | Refer to Annex B, 3.2.1 | <p>The Bidder must provide:</p> <p>(1) Technical data, including that specified in Section 2.2(b)iii of this Annex and any other documentation that is required to confirm that the MSCs will have the appearance and dimensions as specified.</p> | |
| 4 | Refer to Annex B, 3.2.2.1 | <p>The Bidder must provide:</p> <p>(1) Drawings or schematics that clearly depict the MSC's internal dimensions, the locations and sizes of all doors, and the layout of fitted electrical equipment.</p> | |

| | | | |
|---|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | | |
| 5 | Refer to Annex B, 3.2.2.2 | <p>The Bidder must provide:</p> <p>(1) Drawings or schematics that clearly depict the MSC's internal dimensions, the locations and sizes of the heavy-duty cabinet and all doors, and the layout of the fitted electrical equipment;</p> <p>AND</p> <p>(2) Drawings, schematics or other technical data, including that specified in Section 2.2(b)ii of this Annex, that clearly depict the heavy-duty cabinet's shelving layout, and dimensions.</p> | |
| 6 | Refer to Annex B, 3.2.2.3 | <p>The Bidder must provide:</p> <p>(1) Drawings or schematics that clearly depict the MSC's internal dimensions, the locations and sizes of the heavy-duty cabinets and all doors, and the layout of the fitted electrical equipment;</p> <p>AND</p> <p>(3) Drawings, schematics or other technical data, including that specified in Section 2.2(b)ii of this Annex, that clearly depict the heavy-duty cabinets' shelving layout, and dimensions.</p> | |

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX D - PRICING

Item 001 – Expandable Tricon Modular Sea Container (Firm Quantity)

The Contractor must deliver two (2) expandable tricon modular sea containers and ancillary items such as but not limited to engineering drawings, operation and maintenance manuals, a Manufacturer's Recommended Spare Parts List (MRSPL), and a Special Tools and Test Equipment (STTE) list, in accordance with Annex A - Statement of Work and Annex B - Operational Performance and Technical Specifications.

The expandable tricon modular sea containers and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per modular sea container and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 002 – Expandable Tricon Modular Sea Container with Cabinet (Firm Quantity)

The Contractor must deliver two (2) expandable tricon modular sea containers with cabinets and ancillary items such as but not limited to engineering drawings, operation and maintenance manuals, a Manufacturer's Recommended Spare Parts List (MRSPL), and a Special Tools and Test Equipment (STTE) list, in accordance with Annex A - Statement of Work and Annex B - Operational Performance and Technical Specifications.

The expandable tricon modular sea containers with cabinets and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per modular sea container and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

Item 003 – Tricon Modular Sea Container with Warehouse Drawer System (Firm Quantity)

The Contractor must deliver two (2) tricon modular sea containers with warehouse drawer systems and ancillary items such as but not limited to engineering drawings, operation and maintenance manuals, a Manufacturer's Recommended Spare Parts List (MRSPL), and a Special Tools and Test Equipment (STTE) list, in accordance with Annex A - Statement of Work and Annex B - Operational Performance and Technical Specifications.

The tricon modular sea containers with warehouse drawer systems and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per modular sea container and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 004 – Expandable Tricon Modular Sea Container (Optional Quantity)

If this option is exercised, the Contractor must deliver up to two (2) Expandable Tricon Modular Sea Containers, in accordance with Annex A - Statement of Work, and Annex B - Operational Performance and Technical Specifications.

The expandable tricon modular sea containers and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

1st Year - First 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

2nd year - Second 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

Item 005 – Expandable Tricon Modular Sea Container with Cabinet (Optional Quantity)

If this option is exercised, the Contractor must deliver up to two (2) expandable tricon modular sea containers with cabinets, in accordance with Annex A - Statement of Work, and Annex B - Operational Performance and Technical Specifications.

The expandable tricon modular sea containers with cabinets and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

1st Year - First 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

2nd year - Second 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 006 – Tricon Modular Sea Container with Warehouse Drawer System (Optional Quantity)

If this option is exercised, the Contractor must deliver up to two (2) tricon modular sea containers with warehouse drawer systems, in accordance with Annex A - Statement of Work, and Annex B - Operational Performance and Technical Specifications.

The tricon modular sea containers with warehouse drawer systems and ancillary items must be delivered to:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

1st Year - First 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

2nd year - Second 12-month period from date of contract award

Firm lot price of \$_____ per modular sea container, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Solicitation No. - N° de l'invitation
W6399-18KB28/A
Client Ref. No. - N° de réf. du client
W6399-18KB28

Amd. No. - N° de la modif.
File No. - N° du dossier
hs643W6399-18KB28

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

Manufacturer: **(to be inserted by PWGSC)** Model: **(to be inserted by PWGSC)**

Item 007 - Training

Contractor must deliver one (1) training session on the modular sea containers in accordance with Annex A - Statement of Work.

The training session must be delivered at:

Department of National Defence
427 SOAS Helicopter Squadron
735 Passchendaele Road
Petawawa, Ontario K8H 2X3

Firm lot price of \$_____ per training session, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Item 008 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per equipment, applicable Taxes are extra.

(Item 008 will not be included in the financial evaluation)