

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
601 - 1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

<b>Title - Sujet</b> Batteries		
<b>Solicitation No. - N° de l'invitation</b> F3044-120009/A	<b>Date</b> 2012-12-04	
<b>Client Reference No. - N° de référence du client</b> F3044-12-0009		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCW-001-15067		
<b>File No. - N° de dossier</b> QCW-2-35518 (001)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-14</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Boudrias, Marie-M.		<b>Buyer Id - Id de l'acheteur</b> qcw001
<b>Telephone No. - N° de téléphone</b> (418) 649-2806 ( )		<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES PECHEES ET DES OCEANS 101 CHAMPLAIN BLVD QUEBEC Québec G1K7Y7 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

TPSGC - PWGSC  
601 - 1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Department of Fisheries and Oceans Canada requires to purchase two types of battery for various devices. The required batteries are described at Annex A -Requirements.

The batteries must be delivered at the delivery point no later than on March 28, 2013.

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

### 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.

Bids transmitted by facsimile to PWGSC will be accepted (418-648-2209).

#### 2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). 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.

**Bidders must also provide with their bid the technical sheets** of the proposed deliverables. These technical sheet should be **standard existing documents**. The technical sheets should not be written documents specially drafted for this Request for Proposal.

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## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment (Annex B). The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### **1.1 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under **Part 5**.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Financial Evaluation

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
- (b) Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- (c) Bidders must provide prices DDP (Incoterm 2000) at 101, boulevard Champlain, Quebec city (Quebec), G1K 7Y7. Bids will be assessed on a DDP (Incoterm 2000) basis.
- (d) The total evaluation price will be the **total price** indicated at Annex B - Basis of Payment.

### 2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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

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

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2.1 Federal Contractors Program - Certification

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

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

The Bidder or the member of the joint venture

- a.( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the deliverables detailed under the Annex A, Requirements.

### 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>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before March 28, 2013.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Michèle Boudrias  
Supply agent  
Public Works and Government Services Canada  
1550, D'Estimauville Avenue  
Quebec city, Quebec  
G1J 0C7

Telephone: 418-649-2806  
Facsimile: 418-648-2209  
E-mail address: marie-michele.boudrias@tpsgc-pwgsc.gc.ca

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

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**5.2 Technical Authority** (to be completed by Canada at the contract award)

The technical Authority for the Contract is:

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

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

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative** (to be completed by the contractor)

Organization : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**5.4 Contact at Customer Department** (to be completed by Canada at the contract award)

For all information related to invoicing and/or payments you may communicate with:

Customer Department : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile : \_\_\_\_\_  
 Email : \_\_\_\_\_

**6. Payment****6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the **Contractor will be paid a firm price as specified in Annex B - Basis of Payment**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.2 Single Payment**

*SACC Manual* clause H1000C (2008-05-12) Single Payment

**6.3 SACC Manual Clauses**

C2000C (2007-11-30), Taxes - Foreign-based Contractor

**6.4 Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) at 101, boulevard Champlain, Quebec city (Quebec), G1K 7Y7 Incoterms 2000 for shipments from a commercial contractor.

**7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

## 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 supplemental general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirements;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

## 11. SACC Manual Clauses

G1005C (2008-05-12), Insurance  
 B1501C (2006-06-16), Electrical Equipment  
 D0018C (2007-11-30), Delivery and Unloading

## ANNEX A - REQUIREMENT

### 1. Context:

The Department of Fisheries and Oceans Canada ( DFO) requires to purchase two types of battery for various devices.

### 2. List of the acronyms:

AGM Absorbed Glass Mat Batteries

DC - Direct current

DFO - Department of Fisheries and Oceans

### 3. Item 1

DFO requires the supply and the delivery of 184 batteries that meet the technical specifications and the capacity described below:

- (a) 312 amperes / hour,
- (b) a rate of at least 8 hours to discharge, and
- (c) 1.75 volts by cell.
- (d) The Batteries must be a 100 % compatible with Absolyte GP 50G-13S cells which DFO already possesses and DFO must be able to replace these products without damaging the devices or without modifying their configuration.

**Note:** The technical specifications (a), (b) and (c) of item 1 must be respected in more or less 5 % when the ambient temperature is 25 °C.

### 4. Item 2

DFO requires the supply and the delivery of 162 batteries that meet the technical specifications and capacity described below:

- (a) Must be AGM (Absorbed Glass Mat) Batteries type;
- (b) Cells must be strong enough to be able to resist transportation in rocky environments;
- (c) Cells must be 2 volts DC (Direct current), 600 amperes / hour capacity;
- (d) The set of connectors, the connections and the cell plates must be included with each battery.
- (e) The complete unit must be 12 volts DC (Direct current), 600 amperes / hour and in horizontal mounting;
- (f) The weight of each cell must be less than 100 lbs;
- (g) The cells' envelope must be made of polypropylene VO, " Flame retardant ", or metal;
- (h) The cells' envelope must be designed in heat dissipation channel;
- (i) The cells must be 100 % compatible with the AT-11P MS-ENDUR II or Liberty 2000 HD-500 cells (more specifically the dimensions and the capacity) that DFO already possesses and they must be able to replace these products without damaging the devices or modifying their configuration;
- (j) The life expectancy of the cells must be at least 20 years;
- (k) The equipment must be made in a modular and horizontal way to facilitate the installation and the transportation;
- (l) The cells must be mounted horizontally in a metallic support;

- (m) The terminals must be identified by the following color code: positive (+) red, negative (-) black;
- (n) The terminals must be copper plated;
- (o) The contact area of the terminals must be of  $\frac{3}{4}$  of inch of diameter and outcrop with the battery;
- (p) The terminals must be threaded inside allowing the reception of bolts used in the connections of cables and/or junction jumpers;
- (q) The battery must be endowed with a pressure release vent;
- (r) The terminals must be electrically and mechanically protected to avoid any accidental contact;
- (s) The bank of batteries must be easy to lift and to unsettle, that is without having to remove the cover or on every cell or connection;
- (t) The battery must resist temperature variations going from - 40 °C to + 50 °C.



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**ANNEX B - BASIS OF PAYMENT**

<b>A Items</b>	<b>B DESCRIPTION</b>	<b>C QTY</b>	<b>D Firm, all inclusive, unit price (GST / HST extra)</b>	<b>E Firm, all inclusive, extended price (GST / HST extra)  (C X D)</b>	<b>F Currency (ex.: CAD, USD, EURO, etc.)</b>
1	Firm, all inclusive, price for the battery described at Annex A - Requirements, section 3. "Item 1"	184	_____	_____	_____
2	Firm, all inclusive, price for the battery described at Annex A - Requirements, section 4. "Item 2"	162	_____	_____	_____
3	Transportation, customs duties, delivery and unloading cost for items 1 and 2.	1	_____	_____	_____
<b>TOTAL PRICE:</b>  (Firm, all inclusive, extended price for item 1+ Firm, all inclusive, extended price for item 2 + Firm, all inclusive, extended price for item 3)				_____	_____