



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des sousmissions

RCMP – Procurement and Contracting
73 Leikin Drive, M1-4-901
Ottawa, ON. K1A 0R2
Attn: Sonya Dupont

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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 : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Battery Cells		Date December 24, 2014
Solicitation No. – N° de l'invitation 201503492		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At /à :	2 :00 PM	EST (Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	February 2 nd , 2015	
D.D.P. – D.D.P. See herein — Voir aux présentes	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Julie Frigon, Procurement Officer		
Telephone No. – No. de téléphone 613-843-6596		Facsimile No. – No. de télécopieur

Delivery Required – Livraison exigée March 31, 2015	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Requirement

The Statement of Requirement is detailed in Annex "A".

3. Debriefings

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.

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days



Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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 three (3) hard copies

Section II: Financial Bid one (1) hard copies

Section III: Certifications one (1) hard copies

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation, please refer to Annex "C".

1.2 Financial Evaluation

SACC Manual Clause A0222T (2013-04-25), Evaluation of Price

SACC Manual Clause C2000C (2007-11-30), Taxes – Foreign-Based Contractor

2. Basis of Selection

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria 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 documentation 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
 - b. an individual who has incorporated;
 - c. a partnership made of former public servants; or
 - d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
 - b. date of termination of employment or retirement from the Public Service.
- By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



- d.amount of lump sum payment;
- e.rate of pay on which lump sum payment is based;
- f.period of lump sum payment including start date, end date and number of weeks;
- g.number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

The Bidder hereby certifies compliance to the required certifications, as listed above.

Supplier's Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Requirement

The Contractor must provide the items detailed under the "Statement of Requirement" at Annex "A".

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.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

3.1 General Conditions

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

Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before March 31, 2015



4.2 Optional Goods

The Contractor grants to Canada two irrevocable options to purchase up to forty (40) additional quantities (minimum 20 / maximum 40) each under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time within two (2) years after contract award by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Frigon
Title: Procurement Officer
Organization: RCMP – Procurement and Contracting
Address: 73 Leikin Drive

Telephone: 613-843-6596
Facsimile: 613-843-0082
E-mail address: Julie.Frigon@rcmp-grc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: TBD
Title: _____
Organization: _____
Address: _____

Telephone : ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project 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 Project Authority, however the Project 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

Name: TBD
Title: _____
Organization: _____
Address: _____

Telephone : ____ _ ____ _
Facsimile: ____ _ ____ _
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Shipping and Customs duties are included and Applicable Taxes are extra.

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

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.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 the province of Ontario



10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25), General Conditions – Good (Medium Complexity) ;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Criteria;
- (f) the Contractor's bid dated _____

11. Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) Yellowknife, NWT Incoterms 2000 for shipments from a commercial contractor.

Shipping Requirements:

- Where applicable, suppliers are encouraged to:
 - Minimize packaging
 - Include recycled content in packaging;
 - Re-use packaging;
 - Include a provision for a take-back program for packaging;
 - Reduce/eliminate toxics in packaging.

12. Procurement Ombudsman

12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



13. SACC Manual Clauses

G1005C	Insurance	2008-05-12
B7500C	Excess Goods	2006-06-16
B1501C	Electrical Equipment	2006-06-16
A2000C	Foreign Nationals (Canadian contractor)	2006-06-16



ANNEX A

STATEMENT OF REQUIREMENT

The Battery Cells MUST:

- Be comprised of nickel-cadmium cells.
- Be able to operate in a temperature range of -50 degrees Celsius to +50 degrees Celsius
- Have a flame arresting flip-top
- Be able to be charged and discharged over 6000 times over the life of the battery
- Be able to provide 120 hours of discharge at 1 volt
- Maintain at least 70% of the original capacity after 2000 discharge cycles.
- Have a proven field capability by the manufacturer of at least 10 years.
- Be able to be charged by a remote diesel generator
- Have a rugged plastic polypropylene cover to prevent corrosion.
- Have a self-discharge characteristic of 1% per week at +25 degrees Celsius
- Be able to withstand below 0 degrees Celsius conditions in any state of charge
- Have a float voltage range of 2.23 to 2.27 volts at +25 degrees Celsius
- Have integrated handles on the case for both carrying and slinging.



ANNEX B

BASIS OF PAYMENT

1. Initial Year

Item No.	Description of Requirement	Unit Price (DDP)	Unit of Issue	Quantity	Total Price
1	Battery Cells		Each	80	

2. Optional Quantity - Year 1

Item No.	Description of Requirement	Unit Price (DDP)	Unit of Issue	Maximum Quantity	Total Price
1	Battery Cells		Each	40	

3. Optional Quantity - Year 2

Item No.	Description of Requirement	Unit Price (DDP)	Unit of Issue	Maximum Quantity	Total Price
1	Battery Cells		Each	40	
(Table 1 + 2 + 3) = Total Evaluated Price					

Note: The optional quantities listed above are inserted for evaluation purposes only, and are not to be interpreted as a commitment on the part of the Government for future business. The minimum optional quantities would be twenty (20) to a maximum of forty (40) per option year expiring two (2) years after date of contract award.



ANNEX C

MANDATORY EVALUATION CRITERIA CRITERIA

The Bidder must demonstrate their bid meets the requirements detailed in Annex C, by providing either product brochures and/or data sheets. Bidder should specify where the information can be found in the brochure or data sheets.

The Battery Cells MUST:

Item	Mandatory Criteria	Met	Not Met	Bidders Comment
M1	Be comprised of nickel-cadmium cells			
M2	Be able to operate in a temperature range of -50 degrees Celsius to +50 degrees Celsius			
M3	Have a flame arresting flip-top			
M4	Be able to be charged and discharged over 6000 times over the life of the battery			
M5	Be able to provide 120 hours of discharge at 1 volt			
M6	Maintain at least 70% of the original capacity after 2000 discharge cycles			
M7	Have a proven field capability from the manufacturer of at least 10 years			
M8	Be able to be charged by a remote diesel generator			
M9	Have a rugged plastic polypropylene cover to prevent corrosion			
M10	Have a self-discharge characteristic of 1% per week at +25 degrees Celsius			
M11	Be able to withstand below 0 degrees Celsius conditions in any state of charge			
M12	Have a float voltage range of 2.23 to 2.27 volts at +25 degrees Celsius			
M13	Have integrated handles on the case for both carrying and slinging.			