



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

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Lithium Sulphur Dioxide Batteries	
Solicitation No. - N° de l'invitation W8486-184555/B	Date 2018-02-22
Client Reference No. - N° de référence du client W8486-184555	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-336-74471	
File No. - N° de dossier hn336.W8486-184555	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-04	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bisson, Phillipe	Buyer Id - Id de l'acheteur hn336
Telephone No. - N° de téléphone (873) 469-3345 ()	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

This bid solicitation cancels and supersedes previous bid solicitation number W8486-184555/A dated December 15, 2017 with a closing of January 29, 2018 at 2pm.

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ANNEX A – STATEMENT OF WORK

ANNEX B – PRICING

ANNEX C – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

The contractor must provide the goods and/or services in accordance with the technical requirements stated herein.

1.2.1 Delivery Requirement

Delivery is requested to be completed by December 15, 2018.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 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).

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](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.

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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2014-06-26

2.2 Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer.

PWGSC Bids Receiving Unit
11 Laurier Street, Place du Portage, Phase 3, Core 0B2,
Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201 Fax: 819-997-9776

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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

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

Solicitation No. - N° de l'invitation
W8486-184555/B
Client Ref. No. - N° de réf. du client
W8486-184555

Amd. No. - N° de la modif.
File No. - N° du dossier
hn336.W8486-184555

Buyer ID - Id de l'acheteur
hn336
CCC No./N° CCC - FMS No./N° VME

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

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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 hard copy 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 fiber 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.

3.2.1 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.

3.2.2 Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for every item in the bid solicitation (including optional quantities) in order to be evaluated. Bidders may withdraw their entire bid after bid closing but prior to contract award by advising in writing the Contracting Authority.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.3.1 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is_____.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.

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.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance herein;

4.1.2 Financial Evaluation

The following Mandatory factors will be taken into consideration in the evaluation of each offer:

* Compliance with Pricing Basis;

The Bid price will be determined by processing items at Annex B as follows:

- a. Sum of all items (including optional periods) total price (unit price x qty.)

4.1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, QC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

4.2 Basis of Selection

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 on an aggregate basis (including optional periods) 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. Unless specified otherwise, 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 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.

Bidders' 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.	
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.	

Bidders' Authorized Representative Signature

Date

5.2.3 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/canada/esdc/labour's) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The contractor must provide the goods and/or services in accordance with the technical requirements stated herein.

6.2.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A and B of the Contract 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, in whole or in part, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.2.2 SACC Manual Clauses

SACC Reference	Section	Date
<u>B7500C</u>	Excess Goods	2006-06-16

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.3.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>C2800C</u>	Priority Rating	2013-01-28
<u>C2801C</u>	Priority Rating - Canadian Contractors	2014-11-27

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Phillipe Bisson – Supply Officer

Public Works and Government Services Canada - Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (873) 469-3345
E-mail address: phillipe.bisson@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: (will be inserted at contract)

Name:

Title:

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail:

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 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

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 firm unit prices, as specified in Annex B for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.4 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

6.6.5 SACC Manual Clauses

SACC Reference	Section	Date
<u>C2611C</u>	Customs Duties - Contractor Importer	2007-11-30

6.6.6 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i^1 - i^0) / i^0$$
where formula variables correspond to:
 - FCC: Foreign Currency Component (per unit)
 - i^0 : Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
 - i^1 : exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
 - Qty: quantity of units
4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i^1 - i^0] / i^0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.7 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 following address for certification and payment:

- National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON
K1A 0K2
Attention: DLP 7-2-1-1

(b) One (1) copy must be forwarded to the Contracting Authority identified under the Section 5. Authorities

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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*).

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 general conditions 2010A (2016-04-04);
- (c) Annex A - Statement of Work;
- (d) Annex B - Pricing;
- (e) the Contractor's bid dated _____, as clarified on _____, as amended on _____

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

SACC Reference	Section	Date
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)	2010-08-16
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2017-08-17
D5515C	Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor	2010-01-11

<u>D5606C</u>	Release Documents (Department of National Defence) - Canadian-based Contractor	2017-11-28
<u>D5605C</u>	Release Documents (Department of National Defence) - United States-based Contractor	2010-01-11
<u>D5604C</u>	Release Documents (Department of National Defence) - Foreign-based Contractor	2008-12-12

6.13 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

6.14 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: DLP 7-2-1-1

- One (1) copy to the Quality Assurance Representative;
- One (1) copy to the Contractor; and
- 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.

6.15 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
<u>D6010C</u>	Palletization	2007-11-30
<u>D2025C</u>	Wood Packaging Materials	2013-11-06
<u>B1505C</u>	Shipment of Hazardous Materials	2016-01-28
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

6.16 Shipping Instructions - Delivery at Destination

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

ALL ITEMS:

Delivered Duty Paid (DDP) to "25 Canadian Forces Supply Depot, 6363 Notre Dame Est, Montreal QC, H1N 3V9" Incoterms 2000 for shipments from a commercial contractor.

6.17 Preparation for Delivery (DND)

The Contractor must prepare item number(s) **001, Option 002, Option 003 and Option 004** for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) **001, Option 002, Option 003 and Option 004** in quantities of one (1) package.

6.18 Shipping – Scheduling (DND)

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 25 CF Supply Depot Montreal
Montreal, Qc
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

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ANNEX A – STATEMENT OF WORK (SOW)

PLEASE NOTE: Where the term "bidder" is used in this SOW the applicable requirement must be met in the bidder's proposal (at bid close). Where the term "contractor" is used in this SOW the applicable requirement must be met after contract award.

1.0 SCOPE

1.1 Purpose. The purpose of this Statement of Work (SOW) is to define the procurement of 15,000 Lithium Sulphur Dioxide Batteries (LiSO₂) BA-5590/U for the Combat Net Radios with three additional options of 15,000 batteries in the following three years.

2.0 APPLICABLE DOCUMENTS

2.1 Government Documents. The following documents support this SOW and must be considered as supplemental information. In the event of conflicts between the documents referenced below and the content of the SOW, the content of this SOW must take precedence. The Bidder/Contractor is responsible to acquire any of the reference materials mentioned in this SOW.

2.2 References.

MIL-PRF-49471/3A(CR) Performance Specification Sheet, Battery, Non-Rechargeable, High Performance, BA-X590/U, 30 Nov 00

MIL-PRF-49471B(CR) Performance Specification Batteries, Non-Rechargeable, High Performance, 30 Nov 00

3.0 REQUIREMENTS

3.1 General. The Contractor must provide as deliverables a quantity of 15,000 Lithium Sulphur Dioxide Battery BA-5590/U. The deliverables must be expected 36 weeks or less after the contract is signed.

3.2 Specifications And Test Procedures. The BA-5590/U battery specifications must conform to the specifications listed in para. 2.2.

3.3 Testing Requirements. The tests required for this contract are the tests in the First-Article Inspection and Certifications, Table I and Table II of the MIL-PRF-49471B(CR).

3.3.1 The Bidder must provide in its proposal the test results of the MIL-PRF-49471B(CR)/MIL-PRF-49471/3A(CR) First-Article inspection/ Certifications Table I and Table II. The results submitted must clearly identify the test name, the sample size for that test and the result of the test with a clear annotation indicating a pass or a fail on the last column on the right side of the page. The Bidder's first-article test results must meet all the requirement criteria (passing requirements) of the references listed in para.

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2.2. In the event that one of the results of the First Article Inspection and Certifications test fails to meet the requirements, the Crown reserves the right to disqualify the Bidder's proposal.

3.4 Minimum Design Requirements. The Bidder must describe in its proposal the internal construction of the battery, the number of cells used per leg and number of legs in the battery. The Bidder must show that each leg of the battery contains in its design, as a minimum:

- a fuse protection device;
- a thermal protection device;
- a discharge switch/circuit; and
- a reverse current protection device.

3.4.1 State Of Charge Indicator. The references to the State of Charge Indicator in the reference documents are not applicable to this SOW.

3.4.2 Thermal Protection Device. The Bidder must demonstrate in writing in its proposal how the location of the thermal protection device, in each leg of the battery, is strategically located to monitor the temperature of the battery. The Bidder must also demonstrate in writing how the thermal protection device is linked to the cells to maximize its response to the heat transfer.

3.5 Environmental Regulations. The material used in the construction of the batteries must meet all Canadian regulations implemented by the Government of Canada. The Contractor must provide to the Crown the documentation (Material Safety Data Sheet) certifying that no hazardous material IAW the Hazardous Products Act and CEPA Schedule 1 Substances is used in the construction of the battery other than the lithium sulphur dioxide used in the basic cell construction. The Contractor must provide to the Crown all documentation required for the transportation of the batteries by land as required by the Ministries of Transportation in Canada and in the United States.

3.6.1 Schematic, Pictorial and Diagrams. The Bidder must provide to the Crown:

- a. a complete schematic of the battery;
- b. layout diagrams of the battery and its internal components with their internal connections; and
- c. pictures of the battery internal components with internal connections.

The layout diagrams and the pictures must describe the internal wires used and the interconnections between the cells and the internal components. The layout diagrams and the pictures must describe how the wires are routed (placement) inside the battery. The locations of the components listed in para. 3.4 should be clearly indicated.

3.6.2 The Bidder must describe in writing how the internal components used, the wire types and the placements of the wires have been designed to meet the specifications of the first article tests. The Bidder must demonstrate that the insulation material used with the cells and the wires are adequate to prevent any short-circuit between the components during and after the stress

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tests. The Bidder must demonstrate that the potting material holding the cells restrained the cells from any movement inside the battery during and after the stress tests.

3.7 Bilingual Labels. The Contractor must label each battery with two additional labels. The bilingual labels of dimension 9 by 5 cm must be glued on the two larger surfaces of the battery. The label background colour must be light green with black letterings (Font: Times New Roman, Size: 14). The label contents must be as follow:

a. English Label:

LITHIUM BATTERY- WARNING
This battery is a BA-5590/U.
IN A BATTERY BANK:
Only use the SAME TYPE of battery.
(ex: BA-5590 with BA-5590 NOT with BB-590)
When changing Batteries in a Battery BANK:
All batteries MUST BE CHANGED
at the SAME TIME.
Ref. CFTO: C-02-008-001/TS-000

b. French Label:

ATTENTION-BATTERIE AU LITHIUM
Cette Batterie est une BA-5590/U.
Dans un GROUPE DE BATTERIE :
Utiliser toujours le MÊME TYPE de batterie.
(ex : BA-5590 avec BA-5590 et non avec BB-590)
Remplacement des Batteries
dans une pièce d'équipement :
Toutes les batteries DOIVENT
Être changées en MÊME temps.
Réf. ITFC : C-02-008-001/TS-000

3.8 Battery Colour. The plastic battery casing must be matte white 37778 as specified in FED-STD-595B, (Federal Standard Colours Used in Government Procurement. Change Notice 1 (January 11,1994))

3.9 Samples. The Crown reserves the right to request up to 10 sample batteries to verify the Bidder/Contractor provided First Article test results and battery construction.

3.10 Compliance Matrix. The Bidder must provide in their proposal an evaluation matrix stipulating how their product meets the requirements of the SOW, section 3, para. 3.1 to 3.9. The arguments must be written in chronological order. The evaluation matrix and the first articles test results must be the two principal documents used by the Crown to evaluate the Bidder's proposal for compliance to the SOW. The Bidder can provide additional data in their proposal to complement the Compliance Matrix but the Compliance Matrix must have all the data and justifications to validate the requirements of the SOW. The Crown will consider incomplete and non-

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compliant the simple statement that "the battery meets the requirement of para. X.X" or "is compliant" or "for para. X.X, compliant". The Contractor must show how their product is compliant for each of the paragraph requirements.

W8486-184555 - Pricing						
Firm Item Number	Description	Unit Price (unit of issue = each)	Quantity	Requested Del. Date	Del. Destination	Offered Delivery Date
001	Lithium Sulphur Dioxide Batteries (LiSO2) - Must be supplied in accordance with technical specifications of Annex A - Statement of Work.	\$ _____ (must be in CAD\$)	15000 units	December 15, 2018 (Delivery requested in Fiscal Year - 2018/2019)	Montreal, QC (See herein for full address)	_____

Optional Item Numbers	Description	Unit Price (unit of issue = each)	Quantity	Requested Del. Date	Del. Destination	Offered Delivery Date
002	OPTIONAL YEAR 1, FOR PURCHASE OF: Lithium Sulphur Dioxide Batteries (LiSO2) - Must be supplied in accordance with the technical specifications of Annex A.	\$ _____ (must be in CAD\$)	Up to 15000 units	Upon request during Fiscal Year - 2019/2020	Montreal, QC (See herein for full address)	_____
003	OPTIONAL YEAR 2, FOR PURCHASE OF: Lithium Sulphur Dioxide Batteries (LiSO2) - Must be supplied in accordance with the technical specifications of Annex A.	\$ _____ (must be in CAD\$)	Up to 15000 units	Upon request during Fiscal Year - 2020/2021	Montreal, QC (See herein for full address)	_____
004	OPTIONAL YEAR 3, FOR PURCHASE OF: Lithium Sulphur Dioxide Batteries (LiSO2) - Must be supplied in accordance with the technical specifications of Annex A.	\$ _____ (must be in CAD\$)	Up to 15000 units	Upon request during Fiscal Year - 2021/2022	Montreal, QC (See herein for full address)	_____
TOTAL BID PRICE = BID PRICE FOR FIRM ITEM + BID PRICE FOR OPTIONAL PERIODS					\$ _____ (must be in CAD\$)	

ANNEX C: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
 - ☐ A2. The Bidder certifies being a public sector employer.
 - ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - ☐ A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)