



**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
L'Esplanade Laurier
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Electrical Storage Batteries	
Solicitation No. - N° de l'invitation 23240-210461/A	Date 2020-11-10
Client Reference No. - N° de référence du client 23240-210461	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-336-79296	
File No. - N° de dossier hn336.23240-210461	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2020-12-22 Heure Normale du l'Est HNE	
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(hn336), Phillipe	Buyer Id - Id de l'acheteur hn336
Telephone No. - N° de téléphone (613) 295-8641 ()	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 – Voir ci-inclus	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	

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ANNEX A – Requirement/Basis of Payment

****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the Epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.****

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The contractor must provide the goods in accordance with the technical requirements and in the quantities stated herein at Annex A.

1.2.1 Delivery Requirement

Delivery of the firm quantity for Fiscal Year 2020-2021 is requested to be completed by February 28, 2021.

Delivery of the firm quantity for Fiscal Year 2021-2022 is requested to be completed by February 28, 2022 (during FY 2021-2022).

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 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) 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: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B1000T	Condition of Material	2014-06-26

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 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 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 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.

2.5 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
 - Section II: Financial Bid
 - Section III: Certifications
- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
 - Section I: Technical Bid (3 hard copies)
 - 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 on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

The technical bid consists of the following:

- (a) List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in **Annex "A"**. For an Excel version of Annex A, please request by email to: Phillipe.bisson@tpsgc-pwgsc.gc.ca

3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder designates the brand name and model and/or part number and NCAGE of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within fifteen (15) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

3.1.2 Equivalent Products - Samples

If the Bidder offers an equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fifteen (15) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the

deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.3 Pricing - Multi-Item Bid Solicitation

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

3.1.4 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.

3.1.5 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted.

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);

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- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

If none are chosen, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

- Technical compliance (description of at Annex A)
- Bids must be submitted for all destinations per NSN
- Bidders must bid on all four types of batteries in the quantities specified.

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 Offer price will be determined by processing items at Annex A as follows:

- a. Sum of all firm and optional items 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 (Ottawa ON and Sidney BC), 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 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 property 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.

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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 OEM Certification

- (i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 1 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

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CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "1" TO PART 5 - OEM Certification

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

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 Requirement

The contractor must provide the goods in accordance with the technical requirements and in the quantities stated herein at Annex A.

6.2.1 SACC Manual Clauses

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

6.2.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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 options at any time before March 31, 2024 by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Delivery Date

All the firm deliverables for Fiscal Year 20-21 must be received on or before _____ (must be during FY 20-21) **Delivery as offered and accepted will be inserted at contract award.*

All the firm quantities for Fiscal Year 21-22 deliverables must be received on or before _____ (during FY 21-22). *Delivery as offered and accepted will be inserted at contract award.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Phillipe Bisson – Supply Specialist
Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
4th Floor East Tower, L'Esplanade Laurier Bldg,
140 O'Connor St. Ottawa ON K1A 0R5
Telephone: 613-295-8641 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 Technical Authority

The Technical Authority for the Contract is (to be inserted at contract award):

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for (to be completed by contractor):

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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 a firm unit prices, as specified in Annex A for a cost of \$ _____ (insert the amount at contract award). 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.

6.6.2 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 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6.5 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. The exchange rate adjustment amount will be calculated in

accordance with the following formula:

$$\text{Exchange rate adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

- **FCC:** Foreign currency component (per unit)
- **Qty:** quantity of units
- **i₀:** Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- **i₁:** Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.
 - a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.

4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present 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.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (that is $[i_1 - i_0] / i_0$).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

6.6.6 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2016-01-28

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) One copy must be emailed to the following address for certification and payment:

NRCan.invoice_imaging-service_d'imagerie_des_factures.RNCan@canada.ca

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

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.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 (2020-06-28);
- (c) Annex A, Requirement/Basis of Payment;
- (d) the Contractor's bid dated _____, as clarified on _____, as amended on _____

6.11 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:

- (a) 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

(b) 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.

6.12 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
<u>D2025C</u>	Wood Packaging Materials	2017-08-17
<u>B1505C</u>	Shipment of Hazardous Materials	2016-01-28

6.13 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid –DDP– (Ottawa ON and Sidney BC) Incoterms 2000 for shipments from a commercial contractor.

- OTTAWA ON
2617 Anderson Road
Ottawa, ON K1A 0Y3
- SIDNEY BC
9860 West Saanich Road
Sidney, BC V8L 4B2

6.14 Shelf Life

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life at date of delivery to Natural Resources Canada (NRCan).

6.15 Shipping – Scheduling

The Contractor must deliver the goods to the Department of National Resources Canada by appointment only. The Contractor or its carrier must arrange delivery appointments at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

Sidney, BC:

Mingzhou Li
9860 W Saanich Rd
Sidney, BC
V8L 5T5
CANADA

Ottawa, ON:

Calvin Andrews
2617 Anderson Road
Ottawa, ON
K1A 0E7
CANADA

6.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A - Requirement / Basis of Payment

Item #	Item Description	Delivery Destination	Unit of Issue	FIRM QTY #1 (FY 20-21)	FIRM QTY#1 1) Unit Price (\$CAD) 2) Del. Date	FIRM QTY #2 (FY 21-22)	FIRM QTY#2 1) Unit Price (\$CAD) 2) Del. Date	Option QTY#1 1) Unit Price (\$CAD) 2) Del. Delay	Option QTY #2 FY (21-22)	Option QTY#2 1) Unit Price (CAD) 2) Del. Delay	Option QTY #3 FY (22-23)	Option QTY#3 1) Unit Price (CAD) 2) Del. Delay	Option QTY #4 FY (23-24)	Option QTY#4 1) Unit Price (CAD) 2) Del. Delay
001	Electrical Storage Batteries - TYPE 1													
	Manuf.: Exide Technologies (20038) Part #: Absolyte 6-90G09	Sidney, BC	Each	0 units	1) \$ _____ (CAD) 2) _____	20 units	1) \$ _____ (CAD) 2) _____	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____													
002	Electrical Storage Batteries - TYPE 1													
	Manuf.: Exide Technologies (20038) Part #: Absolyte 6-90G09	Ottawa, ON	Each	0 units	1) \$ _____ (CAD) 2) _____	0 units	1) \$ _____ (CAD) 2) _____	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____													
003	Electrical Storage Batteries - TYPE 2													
	Manuf.: Exide Technologies (20038) Part #: Absolyte 6-90G11	Sidney, BC	Each	0 units	1) \$ _____ (CAD) 2) _____	2 units	1) \$ _____ (CAD) 2) _____	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____													
004	Electrical Storage Batteries - TYPE 2													
	Manuf.: Exide Technologies (20038) Part #: Absolyte 6-90G11	Ottawa, ON	Each	0 units	1) \$ _____ (CAD) 2) _____	4 units	1) \$ _____ (CAD) 2) _____	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 20 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____													
005	Electrical Storage Batteries - TYPE 3													
	Manuf.: East Penn MFG (04055) Part #: DEKA Unigy HR3500 12V AGM	Sidney, BC	Each	150 units	1) \$ _____ (CAD) 2) _____	0 units	1) \$ _____ (CAD) 2) _____	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 200 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 200 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 200 units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____													
006	Electrical Storage Batteries - TYPE 3													
	Manuf.: East Penn MFG (04055) Part #: DEKA Unigy HR3500 12V AGM				1) \$ _____ (CAD)		1) \$ _____ (CAD)	1) \$ _____ (CAD)		1) \$ _____ (CAD)		1) \$ _____ (CAD)		1) \$ _____ (CAD)

	Or Equivalent; Offered Manuf.: _____ Offered Part #: _____	Ottawa, ON	Each	350 units	2) _____	_____	0 units	2) _____	Up to 200 units	2) _____ (Weeks or Days ARO)	Up to 200 units	2) _____ (Weeks or Days ARO)	Up to 200 units	2) _____ (Weeks or Days ARO)
007	Electrical Storage Batteries - TYPE 4 Manuf.: East Penn MFG (04055) Part #: Intimidator 8A27 12V AGM Deep Cycle Or Equivalent; Offered Manuf.: _____ Offered Part #: _____	Sidney, BC	Each	50 units	1) \$ _____ (CAD) 2) _____	_____	25 units	1) \$ _____ (CAD) 2) _____	Up to 50 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 50 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 50 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)
008	Electrical Storage Batteries - TYPE 4 Manuf.: East Penn MFG (04055) Part #: Intimidator 8A27 12V AGM Deep Cycle Or Equivalent; Offered Manuf.: _____ Offered Part #: _____	Ottawa, ON	Each	50 units	1) \$ _____ (CAD) 2) _____	_____	25 units	1) \$ _____ (CAD) 2) _____	Up to 100 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 100 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)	Up to 100 Units	1) \$ _____ (CAD) 2) _____ (Weeks or Days ARO)

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