



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region

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

Title - Sujet Single Cell Batteries	
Solicitation No. - N° de l'invitation F1705-200168/A	Date 2021-03-08
Client Reference No. - N° de référence du client F1705-200168	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-263-8195	
File No. - N° de dossier VIC-0-43173 (263)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-03-25 Heure Avancée du Pacifique HAP	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jackson, Brittney	Buyer Id - Id de l'acheteur vic263
Telephone No. - N° de téléphone (250) 857-5097 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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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VIC-0-43146

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The Contractor must fulfil the requirements detailed in accordance with Annex "A" – Statement of Requirement.

1.3 Comprehensive Land Claims Agreement(s)

This procurement may be subject to the following Comprehensive Land Claims Agreement(s):

- Tla'amin Nation Final Agreement (2016)

1.4 Debriefings

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

1.5 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.

2.2 Submission of Bids

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

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PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RPReceptiondessaoumissions-PRBidReceiving.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. Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than March 19, 2021. 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 _____.

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

The Bidder must submit its bid electronically 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 per conversation.

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

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Section 1: Technical Bid
Section 2: Financial Bid
Section 3: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bids transmitted by facsimile or hardcopy will not be accepted.

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 in Annex "B".

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" Electronic Payment Instruments is not completed, 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.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

See Minimum Mandatory Performance Specifications as set out in Annex "A".

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) _____ (2014-06-26), Evaluation of Price-Bid

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 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 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) 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.

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

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 Period of the Contract

The period of the Contract is from date of Contract to May 15, 2023..

6.4.2 Delivery Date

Initial Firm Quantities as per Annex B, must be received on or before **May 15, 2021.**

The contractor and technical authority must mutually agree on a time and date for delivery at the latest, three days prior to the delivery date.

If there are any foreseen delays to delivery, the contractor must inform the contracting authority.

6.4.3 Shipping Instructions- Delivery Destination

Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP) Victoria or \Prince Rupert, BC Incoterms 2000 for shipments from a commercial contractor.

6.4.4 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

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- Tla'amin Nation Final Agreement (2016)

6.4.5 Delivery Points

Delivery Addresses:

A) Canadian Coast Guard

1 Coast Guard Road
Prince Rupert, BC
V8J 3R1

B) Canadian Coast Guard

21 Huron Street
Victoria, BC
V8V 4V9

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brittney Jackson
Title: Intern Officer, Commercial Acquisitions, Pacific Region
Address: 401-1230 Government Street, Victoria, B.C. V8W 3X4

Telephone: (250) 857-5097
E-mail address: Brittney.Jackson@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.

In the event you are unable to contact the above noted Authority, please contact:
PAC.VICCA@tpsgcpwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
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.

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (amount to be inserted 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 (Multiple Payments)

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

6.6.3 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)

6.7 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.

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 _____

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 (2020-05-28), General conditions; Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

B1501C (2018-06-21), Electrical Equipment

B7500C (2006-06-16), Excess Goods

D0018C (2007-11-30), Delivery and Unloading

G1005C (2016-01-28), Insurance – No Specific Requirement

6.12 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.

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(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

1.0 GENERAL

1.1 SCOPE

The Department of Fisheries and Oceans Canada/Canadian Coast Guard (DFO/CCG), Victoria, BC, has a requirement for the supply and delivery of battery packages, consisting of Deka Unigy II AVR95-25 single cell or "Equivalent", to A) Seal Cove Coast Guard Base, Prince Rupert, BC, or B) Victoria Coast Guard Base, Victoria, BC. Each battery package shall consist of forty-eight (48) units of single cell batteries, and all accompanying interconnection hardware for assembly into battery banks. New packages will be used to replace or supplement existing batteries.

The initial firm requirement includes two (2) packages, delivered to Victoria and Prince Rupert (one package at each location) by **May 15, 2021**.

The Contractor grants to Canada the irrevocable option to acquire up to six (6) further battery packages., under the same conditions and at the prices and/or rates stated in the Contract,

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before December 31, 2022 by sending a written notice to the Contractor.

2.0 PERFORMANCE REQUIREMENTS

Bidders **MUST PROVIDE** documentation to demonstrate compliance with the specifications and cross-reference with the page number of their supplied documentation. **Simply stating that they meet the criterion is not sufficient.**

If the Bidder does not have a published brochure, a narrative submission **MUST BE PROVIDED** to demonstrate how the Bidder meets the specification.

Failure to meet the mandatory requirements will result in your proposal being deemed non-responsive and it will be given no further consideration in the evaluation process.

2.1 TECHNICAL SPECIFICATIONS

The following mandatory technical specifications are requirements for each battery:

Item	Minimum Mandatory Specifications	Meets	Does not meet	Supporting documentation Page Ref. #
a. Manufacture and Model	All batteries must be of the same manufacturer and model.			
b. Markings	Each battery must be clearly marked with battery type, manufacturing date, lot number,			

	and manufacturer's name.			
c. Design	Must be proven technology with a minimum of ten years of documented field use and service support. Design must be suitable for cycling application.			
d. Voltage	Must be 2V DC			
e. Ampere-hours	Must be minimum 1300 Ah @ 20 Hr and 25°C			
f. Technology	Must be Valve Regulated Lead Acid AGM (Absorbed Glass Mat)			
g. Cell Dimensions	Must be a maximum of 6.5 " x 9.77 " x 25.67 " (H x W x L)			
i. Steel Case	Each battery must have a steel case with lifting handles. Maximum dimension must be 6.5 " x 9.77 " x 25.67 " (H x W x L); must be sand-blasted, primed and painted with lead acid resistant paint; must fit into existing battery racks (see Annex "C" – Technical Drawing for reference).			
j. Service Life	Must have a minimum service life of 2400 cycles at 20% DOD (depth of discharge)			
k. Temperature	Must be operable between -40°C to +40°C; must recover from being frozen with no effects on performance.			
l. Mounting Position	Must be suitable for stacking horizontally			
m. Posts	Must be elevated beyond cell cover to allow easy access for maintenance and assessment.			
n. Discharge	Maximum self-discharge rate is 1.0% per week at 25°C.			
o. Battery Terminals	Positive battery terminals must be marked with positive (+) symbol. Negative battery terminals must be marked with negative (-) symbol.			
p. Transportation	Batteries must be approved for transportation by air; battery terminals must be protected during shipment.			
q. Weight	Weight of cell including steel case must not exceed 100kg.			

2.2 CODES AND STANDARDS

Batteries must be designed in accordance with the applicable sections of the following codes and standards (current revision). In the event of conflicting requirements, the most stringent must be used.

- IEEE 937 – Recommended Practice for Installation and Maintenance of Lead Acid Batteries for Photovoltaic Systems
- ANSI
- NEMA
- ULC
- Canadian Electrical Code
- National Fire Code

3.0 DELIVERABLES

3.1 DOCUMENTATION

The following documentation shall be provided with the purchased batteries.

- Manufacturer's technical specifications, ensuring they adhere to *Section 2.1*.
- A listing of all battery serial numbers per assembly and pre-delivery output voltage.
- Manufacturer's installation and maintenance instructions.

3.2 MATERIALS

The following is expected of packaging of the materials.

- All batteries to arrive properly secured to shipping device free from damage. Max weight of each battery shall not to exceed 100 kg.
- All peripheral hardware (interconnection hardware) shall arrive packaged together.

ANNEX "B"

BASIS OF PAYMENT

The unit prices below shall be firm and in Canadian funds including Canadian customs duties, excise taxes, and delivery charges which are to be Delivered Duty Paid (DDP) to destination as indicated herein.

The amount of Goods and Services Tax shall be shown as a separate item.
Bidders must provide pricing for each line item below.

The Contractor grants to Canada the irrevocable option to acquire up to six (6) further battery packages., under the same conditions and at the prices and/or rates stated in the Contract,

Line Item #	Description	Initial Firm Qty	Initial Firm Requirement, 1 EACH (A)	Unit price for Optional items in period 1 - (May6/21-May15/22) (B)	Unit price for Optional items in period 2 (May16/22-May15/23) (C)	Extended Price \$ CAD (A+B+C)
1	Deka Unigy II AVR95-25 single cell battery package (48 units) or "Equivalent". Delivered to destination address Victoria BC	1	\$			\$
	Deka Unigy II AVR95-25 single cell battery package (48 units) or "Equivalent". Delivered to destination address Prince Rupert, BC	1	\$			\$
			Sub Total			\$
			GST			\$
			TOTAL Evaluated Bid Price			\$

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Buyer ID - Id de l'acheteur
VIC 263
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)