



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

NA

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

Public Works and Government Services Canada - Pacific
Region
219 - 800 Burrard Street
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9

Title - Sujet Battery Test System	
Solicitation No. - N° de l'invitation 31019-218448/A	Date 2021-10-27
Client Reference No. - N° de référence du client 31019-218448	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-524-9072	
File No. - N° de dossier VAN-1-44120 (524)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2021-11-29 Heure Normale du Pacifique HNP	
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: Yamamoto, Albert	Buyer Id - Id de l'acheteur van524
Telephone No. - N° de téléphone (604) 562-8773 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NATIONAL RESEARCH COUNCIL CANADA 4250 WESBROOK MALL VANCOUVER British Columbia V6T1W5 Canada	

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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

not applicable

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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 Canadian Free Trade Agreement (CFTA) and the Canada – Korea Free Trade Agreement (CKFTA).

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>) 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

2.2 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 on page 1 of the bid solicitation:

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.RPRceptiondessoumissions-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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

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 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 British Columbia.

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 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

2.6 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 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

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.

Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

Bid Submission Form (Form A):

Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to complete or correct this information.

Substantiation of Technical Compliance – Mandatory Criteria (Form B):

The bidder must substantiate compliance of its proposed solution with the specific articles of Annex A (Statement of Requirement) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in Form B.

Bidders:

Must designate the brand name, model and/or part number of the proposed products;
Must provide Technical or descriptive literature to substantiate that the proposed product's meets the mandatory criteria that are specified in the bid solicitation (Form B); and
If Technical and descriptive literature are not available to substantiate a Mandatory Criteria, the bidder must provide an explanation or demonstrate how their proposed solution meets the mandatory criterion.

Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified.

Section II: Financial Bid

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

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

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**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any elements of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

- 4.2.1** *SACC Manual* Clause [A0031T](#) (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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.

5.1.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that _____ (*name of business*) will provide on
the resulting Contract who access federal government workplaces where they may come into
contact with public servants will be:

- (a) _____ fully vaccinated against COVID-19 with Health
Canada-approved COVID-19 vaccine(s); or
- (b) _____ for personnel that are unable to be vaccinated
due to a certified medical contraindication, religion or other prohibited grounds of discrimination under

the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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/programs/employment-equity/federal-contractor-program.html#) 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

Requirement - Contract

The Contractor must provide a Battery Test System in accordance with 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.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.

4003 (2020-08-16) Licensed Software

4013 (2021-XX-XX) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2021-XX-XX) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under sections Default by the Contractor or Termination for convenience of general conditions 2010A.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Intellectual property infringement and royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in

performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

- c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____.
(See "Delivery" clause in Annex B.)

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Albert Yamamoto
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Pacific Region
800 Burrard Street, Room 219
Vancouver, British Columbia V6Z 0B9

Telephone : 604-562-8773

Fax : 604-775-7526

E-mail address: albert.yamamoto@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 Project Authority

The Project Authority for the Contract is:

To be announced (TBA)

Solicitation No. - N° de l'invitation
31019-218448/A
Client Ref. No. - N° de réf. du client
31019-218448

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

Buyer ID - Id de l'acheteur
VAN524
CCC No./N° CCC - FMS No./N° VME

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

(TBA)

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

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

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B". 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.

Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

6.6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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 British Columbia.

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 supplemental general conditions **4001** (2015-04-01) Hardware Purchase, Lease and Maintenance
- (c) **4003** (2020-08-16) Licensed Software
- (d) 4013 (2021-XX-XX) Compliance with on-site measures, standing orders, policies, and rules
- (e.) 4014 (2021-XX-XX) Suspension of the work
- (f) the general conditions **2010A (2020-05-28), - Goods (Medium Complexity);**
- (g) Annex A, Requirement;
- (h) Annex B, Basis of Payment;
- (i) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

SACC Manual clause B1501C (2018-06-21) [Electrical equipment](#)

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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" – STATEMENT OF REQUIREMENT

1.0 Object

The National Research Council of Canada (NRC) requires a Battery Test System suitable for single-cell testing and cycling for Lithium Ion Battery and Vanadium Redox flow Battery, to be installed at the NRC facility in Vancouver, BC.

The work to be provided by the Supplier consists of supply, delivery and installation support of the system at the NRC address and training on equipment use; all of which must be completed before March 1, 2022, or 70 days from being awarded the contract, whichever must come first. Installation support must consist of telephone, and if needed, on-site visitation, whichever is needed to remedy any installation troubles or instrument troubleshooting. Installation of the equipment must be performed either by NRC, with guidance from the supplier.

2.0 Constraints

2.1 The test system must be provided with controller software that includes safety limits for over-and under-voltage, and over-and under-current. It must have the ability to later be added with thermocouple data acquisition. It must have the ability to be added with an event signal in/out option at a later date.

2.2 All documentation, manuals, drawings and other instructions must be in English.

3.0 Mandatory technical specifications

All Mandatory specifications must be satisfied to be successfully awarded this opportunity.

The delivered equipment must have the following specifications:

3.1 The supplied test system must be provided for at least one of 115(120)V or 208V or 600V service. It must be CSA certified (or equivalent as defined by Technical Safety BC).

3.2 The test system must provide a minimum of sixteen (16) test channels which run independent tests and testing modes simultaneously. At least eight (8) of the test channels must also run in-situ Electrical Impedance Spectroscopy (EIS). The voltage range of each channel must run while providing between 0V and 5V. The current range of each channel must be between 0A to 15A (or more). The system must deliver up to 60A on a single test (across multiple channels in parallel current mode). The current range must be accurate to 1% (or better) of maximum range at each of low, medium, and high current definitions. These definitions are: (1) Low current must be within 20% in the order of 0 to 500uA; (2) Medium current must be within 20% in the order of 0.5A to 5A; and (3) High current must be within 20% in the order of 5A to 15A (or more).

3.3 The controller software and test system must be equipped with electrical control mechanisms to safely isolate/disconnect (safety interlocks) a test when unsafe conditions are detected.

3.4 The channels bearing EIS capability must provide scans at AC frequency ranges from a low range of (0.1mHz to 1mHz; or lower) to (100kHz to 500kHz; or greater) high range. The AC amplitude range must be between from a lower limit of (10mA to 1mA, or lower) to an upper-limit range of (2A to 5A). Resistance values derived must be accurate and reproducible to a known standard with an accuracy of +/- 1milliOhm or better, and a reproducibility of 2%, or better.

3.5 Software must be included in the system package that provides the controller interface to the hardware and firmware. Analysis software must also be provided which permits real time monitoring and graphical plotting of tests in progress. Software must run on multi-core Win10 based OS CPUs. CPU is not required to be provided by vendor. Software must come provided with physical back-up copies (DVD-rom or similar); and must be capable of being installed on any computer by the end-user to permit future computer upgrades. If software is provided pre-installed on a provided CPU, backup copies just mentioned must still be provided.

3.6 Control software must permit complete freedom of programming to the end-user to program tests.

The control modes parameters must include the following:

- Voltage Control
- Current Control
- Time Control
- Loops and Nested Loops
- Custom formulae

3.7 The Control software must provide real-time status of testing on each channel at a glance. Data must include present values of: Voltage, Current, Time; and must indicate status of charging, discharging and rest (or idle) states.

3.8 The test-system must be air-cooled and have sufficient ventilation to reject the heat generated during operation, at the maximum ambient temperature specified, without any external cooling requirement. Liquid cooling is not permitted.

3.9 The test system must be able to be operated within an indoor environmental temperature range between 10 deg Celsius to 40 deg Celsius.

3.10 All material/equipment, works and work methods must be certified to Canadian Standard Association (CSA) standards to the code effective at the time of manufacture. Alternatively, the system may be certified to any of the alternatives cited by the Technical Safety BC organization. Proof of certification must be provided at the time of bidding. Compliance to a code alone is insufficient. Certification and any associated costs to certify are the responsibility of the vendor.

3.11 Remote communication from the CPU to the firmware must be able to be at least 40 meters distance on a hard-line communication interface (Cat5 or similar); Wifi is not sufficient.

3.12 Data derived by the test system must be stored only on the computer in plain text format and must be able to be parsed into csv-delimited, or similar formatting. It must also be capable of being converted into Microsoft Excel. Real-time graphing of data for tests in progress must be provided. Output files must be accessible by the OS as distinct files. Data must be posted to the hard-drive of the CPU (distinct sequestered data storage); data must not be hosted on cloud-based or similar storage. Test program (method, script, etc.) files must be accessible as distinct files and capable of being managed by OS file system. Data precision must be 10mS or better; and must be adjustable by the end-user. All data and test method files must be manageable by the OS file manager.

3.13 Proposal must include data acquisition by thermocouples which can also be used to set safety limits for test cutoff. Thermocouples must be 'K-type' or 'T-type'.

4.0 Deliverables:

4.1 In addition to the equipment and accessories noted in this document, the Supplier must provide specification and complete documentation of special tools required for maintenance of the supplied equipment. Alternatively, a maintenance toolkit may be provided.

4.2 The supplier must provide remote telephone or email support for the supplied equipment/components/modules for a minimum time period of 1 year, after the landed delivery (fob NRC) of the test system and components.

4.3 Supplier must specify in writing, the warranties of all equipment and components supplied.

4.4 Supplier must specify critical spare parts list and any consumables (and quoted price, effective for one-year after delivery of equipment) required for operation of the system for three years.

4.5 In addition to the Supply of the equipment and accessories, the Supplier must also provide following documentation and drawings:

- Dimensions (physical fitment and spacing). Equipment must not exceed 250kg. Equipment must not exceed 200cm height x 80cm wide by 100cm deep.
- Service requirement information
- Bill of Material including recommended spare parts
- Electrical Interconnection drawings
- Installation Instructions
- Operation and Maintenance Manual
- Control Schematics
- Training Manual (or operating instructions)

5.0 Delivery and Installation

The system must be delivered at NRC facility 4250 Wesbrook Mall, Vancouver, BC V6T 1W5.

Solicitation No. - N° de l'invitation
31019-218448/A
Client Ref. No. - N° de réf. du client
31019-218448

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

Buyer ID - Id de l'acheteur
VAN524
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

All prices must be in Canadian Funds, Delivered Duty Paid (DDP) to

National Research Council Canada
4250 Wesbrook Mall
Vancouver, B.C. V6T 1W5
Canada

Incoterms 2000, inclusive of all delivery costs, customs and duty charges, and applicable sales tax are extra.

Table B.1 Deliverables

Delivery

The work to be provided by the Supplier consists of supply, delivery and installation support of the system at the NRC address and training on equipment use; all of which must be completed before March 1, 2022, or 70 days from being awarded the contract, whichever must come first.

Delivery offered is _____ .

Item No.	Description	OEM Brand name and part number	Unit of Measure	Qty	Firm Unit Price	Firm Price (Quantity x Price)
1.	Battery Test System All-inclusive price for the supply and delivery of the Requirement as described in Annex "A", Statement of Requirements		Per unit	1	\$_____	\$_____(a)

Total Evaluated Price = \$_____ (a)

Solicitation No. - N° de l'invitation
31019-218448/A
Client Ref. No. - N° de réf. du client
31019-218448

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

Buyer ID - Id de l'acheteur
VAN524
CCC No./N° CCC - FMS No./N° VME

ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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)

Solicitation No. - N° de l'invitation
31019-218448/A
Client Ref. No. - N° de réf. du client
31019-218448

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

Buyer ID - Id de l'acheteur
VAN524
CCC No./N° CCC - FMS No./N° VME

FORM A: Bid Submission Form

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]		
Jurisdiction of Contract: Province or Territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder . Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		Date

FORM B: Substantiation of Technical Compliance Form

GENERAL INSTRUCTION

All items listed in this FORM B are mandatory requirements or specification.

- 1) Bidders are requested to:
 - a) provide the proposed make and model of the items listed herein;
 - b) opposite each specification under **MANDATORY CRITERIA**, in the right hand margin “**Comply Yes/No**”, indicate whether or not the proposed system being offered meets or does not meet the requirements;
 - c) opposite each specification under **MANDATORY CRITERIA**, in the right hand margin under **Substantiation**, provide technical literature or documentation to support this Mandatory Criteria. OR If Technical and descriptive literature is not available to substantiate a Mandatory Criteria, the bidder must provide an explanation or demonstrate how they propose to meet this criteria and
 - d) opposite each specification under **MANDATORY CRITERIA**, in the right hand margin under **Reference**, provide the reference page number(s) in the provided Technical literature and in the Technical literature, highlight the technical information that supports your compliance with the mandatory criteria.
- 2) It will be to your advantage to furnish as much detail as possible to support the specifications your comments or claims of compliance for each specification.
- 3) Canada is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Bidders should note that failure to demonstrate any capability to which they claim compliance will result in their proposal being considered non-responsive. Any deviation is to be clearly identified and supported with full details.

FORM B - SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

N°	Equipment – Mandatory Criteria	Proposed Make and Model
1	Battery Test System	

A. Battery Test System - MANDATORY REQUIREMENTS

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
A1.	The work to be provided by the Supplier consists of supply, delivery and installation support of the system at the NRC address and training on equipment use; all of which must be completed before March 1, 2022, or 70 days from being awarded the contract, whichever must come first.			
A2.	Installation support must consist of telephone, and if needed, on-site visitation, whichever is needed to remedy any installation troubles or instrument troubleshooting. Installation of the equipment must be performed either by NRC, with guidance from the supplier.			
A3.	(a.) The test system must be provided with controller software that includes safety limits for over-and under-voltage, and over-and under-current. (b.) It must have the ability to later be added with thermocouple data acquisition. (c.) It must have the ability to be added with an event signal in/out option at a later date.			
A4.	All documentation, manuals, drawings and other instructions must be in English.			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
A5.	In addition to the equipment and accessories noted in this document, the Supplier must provide specification and complete documentation of special tools required for maintenance of the supplied equipment. Alternatively, a maintenance toolkit may be provided.			
A6.	The supplier must provide remote telephone or email support for the supplied equipment/components/modules for a minimum time period of 1 year, after the landed delivery (fob NRC) of the test system and components.			
A7.	Supplier must specify in writing, the warranties of all equipment and components supplied.			
A8.	Supplier must specify critical spare parts list and any consumables (and quoted price, effective for one-year after delivery of equipment) required for operation of the system for three years.			
A9.	<p>In addition to the Supply of the equipment and accessories, the Supplier must also provide following documentation and drawings:</p> <p>(a.) Dimensions (physical fitment and spacing). Equipment must not exceed 250kg. Equipment must not exceed 200cm height x 80cm wide by 100cm deep.</p> <p>(b.) Service requirement information</p> <p>(c.) Bill of Material including recommended spare parts</p> <p>(d.) Electrical Interconnection drawings</p>			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	(e.) Installation Instructions (f.) Operation and Maintenance Manual (g.) Control Schematics (h.) Training Manual (or operating instructions)			
A10.	The system must be delivered at NRC facility 4250 Westbrook Mall, Vancouver, BC V6T 1W5.			

B. Battery Test System - MANDATORY TECHNICAL SPECIFICATIONS

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
B1.	(a.) The supplied test system must be provided for at least one of 115(120)V or 208V or 600V service. (b.) It must be CSA certified (or equivalent as defined by Technical Safety BC).			
B2.	(a.) The test system must provide a minimum of sixteen (16) test channels which run independent tests and testing modes simultaneously. (b.) At least eight (8) of the test channels must also run in-situ Electrical Impedance Spectroscopy (EIS). (c.) The voltage range of each channel must run while providing between 0V and 5V.			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	<p>(d.) The current range of each channel must be between 0A to 15A (or more).</p> <p>(e.) The system must deliver up to 60A on a single test (across multiple channels in parallel current mode).</p> <p>(f.) The current range must be accurate to 1% (or better) of maximum range at each of low, medium, and high current definitions.</p> <p>(g.) These definitions are:</p> <p>(1) Low current must be within 20% in the order of 0 to 500uA;</p> <p>(2) Medium current must be within 20% in the order of 0.5A to 5A;</p> <p>and</p> <p>(3) High current must be within 20% in the order of 5A to 15A (or more).</p>			
B3.	The controller software and test system must be equipped with electrical control mechanisms to safely isolate/disconnect (safety interlocks) a test when unsafe conditions are detected.			
B4.	<p>(a.) The channels bearing EIS capability must provide scans at AC frequency ranges from a low range of (0.1mHz to 1mHz; or lower) to (100kHz to 500kHz; or greater) high range.</p> <p>(b.) The AC amplitude range must be between from a lower limit of (10mA to 1mA, or lower) to an upper-limit range of (2A to 5A).</p> <p>(c.) Resistance values derived must be accurate and reproducible to a known standard with an accuracy of +/- 1milliOhm or better, and a reproducibility of 2%, or better.</p>			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
B5.	<p>(a.) Software must be included in the system package that provides the controller interface to the hardware and firmware.</p> <p>(b.) Analysis software must also be provided which permits real time monitoring and graphical plotting of tests in progress.</p> <p>(c.) Software must run on multi-core Win10 based OS CPUs. CPU is not required to be provided by vendor.</p> <p>(d.) Software must come provided with physical back-up copies (DVD-rom or similar); and must be capable of being installed on any computer by the end-user to permit future computer upgrades.</p> <p>(e.) If software is provided pre-installed on a provided CPU, backup copies just mentioned must still be provided.</p>			
B6.	<p>(a.) Control software must permit complete freedom of programming to the end-user to program tests.</p> <p>(b.) The control modes parameters must include the following:</p> <ul style="list-style-type: none"> - Voltage Control - Current Control - Time Control - Loops and Nested Loops - Custom formulae 			
B7.	<p>(a.) The Control software must provide real-time status of testing on each channel at a glance.</p>			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	(b.) Data must include present values of: Voltage, Current, Time; and must indicate status of charging, discharging and rest (or idle) states.			
B8.	The test-system must be air-cooled and have sufficient ventilation to reject the heat generated during operation, at the maximum ambient temperature specified, without any external cooling requirement. Liquid cooling is not permitted.			
B9.	The test system must be able to be operated within an indoor environmental temperature range between 10 deg Celsius to 40 deg Celsius.			
B10.	<p>(a.) All material/equipment, works and work methods must be certified to Canadian Standard Association (CSA) standards to the code effective at the time of manufacture. Alternatively, the system may be certified to any of the alternatives cited by the <u>Technical Safety BC</u> organization.</p> <p>(b.) Proof of certification must be provided at the time of bidding. Compliance to a code alone is insufficient. Certification and any associated costs to certify are the responsibility of the vendor.</p>			
B11.	Remote communication from the CPU to the firmware must be able to be at least 40 meters distance on a hard-line communication interface (Cat5 or similar); Wifi is not sufficient.			
B12.	<p>(a.) Data derived by the test system must be stored only on the computer in plain text format and must be able to be parsed into csv-delimited, or similar formatting. It must also be capable of being converted into Microsoft Excel.</p> <p>(b.) Real-time graphing of data for tests in progress must be provided.</p> <p>(c.) Output files must be accessible by the OS as distinct files.</p>			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	<p>(d.) Data must be posted to the hard-drive of the CPU (distinct sequestered data storage); data must not be hosted on cloud-based or similar storage.</p> <p>(e.) Test program (method, script, etc.) files must be accessible as distinct files and capable of being managed by OS file system.</p> <p>(f.) Data precision must be 10mS or better; and must be adjustable by the end-user.</p> <p>(g.) All data and test method files must be manageable by the OS file manager.</p>			
B13.	Proposal must include data acquisition by thermocouples which can also be used to set safety limits for test cutoff. Thermocouples must be 'K-type' or 'T-type'.			