



**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**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Lithium Ferro Phosphate batteries Lithium Ferro Phosphate batteries, products and components	
<b>Solicitation No. - N° de l'invitation</b> 31184-220517/A	<b>Date</b> 2022-07-25
<b>Client Reference No. - N° de référence du client</b> 31184-220517	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-904-81322	
<b>File No. - N° de dossier</b> pv904.31184-220517	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-08-10</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Frigon, Francine	<b>Buyer Id - Id de l'acheteur</b> pv904
<b>Telephone No. - N° de téléphone</b> (819) 743-4279 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA CENTRAL SHIPPING AND RECEIVING BLDG. M19, 1200 MONTREAL ROAD OTTAWA K1A 0R6 CANADA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT .....	2
1.2 DEBRIEFINGS .....	2
1.3 CANADA POST CORPORATION'S (CPC) CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	2
2.2 SUBMISSION OF BIDS .....	2
2.3 ENQUIRIES - BID SOLICITATION .....	3
2.4 APPLICABLE LAWS .....	3
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.2 BASIS OF SELECTION .....	6
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	7
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 SECURITY REQUIREMENTS .....	8
6.2 REQUIREMENT .....	8
6.3 STANDARD CLAUSES AND CONDITIONS .....	9
6.4 TERM OF CONTRACT .....	10
6.5 AUTHORITIES .....	10
6.6 PAYMENT .....	12
6.7 INVOICING INSTRUCTIONS .....	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	13
6.9 APPLICABLE LAWS .....	13
6.10 PRIORITY OF DOCUMENTS .....	13
6.11 SACC MANUAL CLAUSES .....	13
6.12 SHIPPING INSTRUCTIONS .....	14
6.13 DISPUTE RESOLUTION .....	14
<b>ANNEX "A" .....</b>	<b>15</b>
REQUIREMENT .....	15
<b>ANNEX "B" .....</b>	<b>19</b>
BASIS OF PAYMENT .....	19
<b>ANNEX "C" .....</b>	<b>20</b>
LIST OF PRODUCTS .....	20
<b>ANNEX "D" .....</b>	<b>21</b>
<b>ATTACHMENT "1" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>22</b>
<b>ATTACHMENT "1" TO PART 5 OF THE BID SOLICITATION .....</b>	<b>22</b>

---

## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Annex A.

### 1.2 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.

### 1.3 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 90 days

### 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 Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

No proposal shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 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 the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### 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**

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

Canada requests that Bidders follow the format instructions described below in the preparation 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, 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:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.
- (b) **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 which make up the system. The bidder is requested to use the form provided in Annex "C".
- (c) **Description of the Bidder's Warranty and Support Services:** Bidders should include a description of its warranty and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:
  - (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
  - (ii) Locations of available replacement parts from consumables to major components.
  - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
  - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

## Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" to Part 3 of the Bid Solicitation - 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

SACC Manual clause [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 Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

#### 4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

##### Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, , DDP Ottawa, Ontario, Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

### 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.

### 5.2 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.



### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

#### 5.2.3.2 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.

## 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

#### 6.2.1 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 \(2022-01-28\)](#) , General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.3.2 Additional General Conditions

#### 6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

#### 6.3.2.2 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of

---

the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **6.3.2.4 Access to information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **6.3.3 Supplemental General Conditions**

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,  
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 begins on the date the Contract is awarded and ends 12 months after the all the requirement is accepted.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before October 14, 2022.

#### **6.4.3 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:

Francine Frigon  
Supply Specialist

Public Works and Government Services Canada  
Pharmaceuticals Procurement Directorate  
140 O'Connor Street, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), East Tower  
Ottawa, Ontario, K1A 0R5

Telephone: 819-743-4279

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

E-mail address: [francine.frigon@pwgsc-tpsgc.gc.ca](mailto:francine.frigon@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 *(to be filled in only at contract award)***

The Technical Authority for the Contract is: *(to be filled in only at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 Accounts Payable Contact *(to be filled in only at contract award)***

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **6.5.4 Contractor's Representative *(to be completed by the bidder)***

The telephone number (with extension if applicable) of the person responsible for:

##### **General enquiries**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### **Delivery Follow-up**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

#### Table 1 - Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot price(s), as specified in Table 1 of Annex "B" – Basis of Payment for a cost of \$\_\_\_\_\_ (*to be filled in only 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 Method of Payment

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

Canada will pay the Contractor upon completion and delivery of units 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);

## 6.7 Invoicing Instructions

**6.7.1** 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.

**6.7.2** 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.
- (c) Invoices and order confirmations can be sent via e-mail to:  
*(to be filled in at contract award)*
- (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 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 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:
  - i. 4001, Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "C", List of Products;
- (f) Annex "B", Basis of Payments; and
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance No Specific Requirement  
SACC Manual clause B1501C (2018-06-21) Electrical equipment

---

## **6.12 Shipping Instructions**

### **6.12.1 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) Ottawa, Ontario, Incoterms® 2010 for shipments from a commercial contractor.

**6.12.1.2** The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## **6.13 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"

### Part 1 – REQUIREMENT

The National Research Council Canada has a requirement for the supply of Lithium Ferro Phosphate batteries, battery cabinet, bus bar kits, 1000A combiner with DC shunt, and stranded connection cabling which must meet all of the mandatory requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria.

The requirement must work and operate at all times in accordance with the following mandatory requirements and the mandatory evaluation criteria as specified below at Part 2.1 - Mandatory Technical Evaluation Criteria.

**The requirements must include all of the following:**

#### 1) Battery Requirements

Manufacturer	SimpliPhi Power
Model	AmpliPHI 3.8-48
Quantity	9
Description	Lithium Ferro Phosphate Battery
Other Configuration Requirements	<ul style="list-style-type: none"><li>• Built-in 100A DC Breaker On/Off Switch</li><li>• Built-in BMS with Communications</li><li>• Compatible with Solar-Ark Inverters</li><li>• 51.2 VDC - Nominal</li><li>• 75Ah</li><li>• 3.8kWh DC @ 100% DoD</li></ul>
Safety	UL 1642, UL 1973, UL 9540A
Standard Manufacturer Warranty	10 Years

#### 2) Battery Cabinet Requirements

Manufacturer	SimpliPhi Power
Model	BOSS.12
Quantity	1
Description	Battery Cabinet
Dimensions	75 cm W x 193 cm H (w/feet) x 51 cm D
Enclosure Rating	NEMA 3R Outdoor Rated
Mounting	Free-standing or Pad-mounted
Built-In DC Connections	2 x 5-point Terminal Bus bars, 3/8" lugs, 650 ADC
Maximum Contained Battery Quantity	Twelve (12) AmpliPHI batteries (each battery measuring 13.5" W x 15.5" H w/terminals x 8" D)
Standard Manufacturer Warranty	2 Years



### 3) Battery Bus Bar Kit

Manufacturer	SimpliPhi Power
Model	BB-3-12
Quantity	3
Description	3 Battery Bus Bar Kits
Other Configuration Requirements	<ul style="list-style-type: none"> <li>Bus Bar sets to be supplied <ul style="list-style-type: none"> <li>3 Positive Red</li> <li>3 Negative Black</li> </ul> </li> </ul>

### 4) 1000A DC Combiner with 100mV Shunt

Manufacturer	MidNite Solar
Model	MNBCB-1000/100
Quantity	1
Description	Battery Combiner
Other Configuration Requirements	<ul style="list-style-type: none"> <li>Locations for up to twelve MNEDC Battery Breakers</li> <li>Type 1 Environmental Rating</li> </ul>
Standard Manufacturer Warranty	5 Years

### 5) Battery Interconnect Cables

Manufacturer	Polar Wire
Model	Arctic Ultraflex Blue® 4/0 AWG
Quantity	6
Length	45"
Installed Lugs	<ul style="list-style-type: none"> <li>3/8" Lugs installed on each end <ul style="list-style-type: none"> <li>12 lugs total</li> </ul> </li> </ul>
Other Configuration Requirements	<ul style="list-style-type: none"> <li>3 Positive Red Cables</li> <li>3 Negative Black Cables</li> <li>Lugs to be installed by the supplier as per the lug manufacturer's specification</li> </ul>

### 6) Inverter Connection Cables

Manufacturer	Polar Wire
Model	Arctic Ultraflex Blue® 4/0 AWG
Quantity	4
Length	10'
Installed Lugs	<ul style="list-style-type: none"> <li>3/8" Lugs installed on each end <ul style="list-style-type: none"> <li>8 lugs total</li> </ul> </li> </ul>
Other Configuration Requirements	<ul style="list-style-type: none"> <li>2 Positive Red Cables</li> <li>2 Negative Black Cables</li> <li>Lugs to be installed by the supplier as per the lug manufacturer's specification</li> </ul>

## 7) Delivery Date:

- a) All the requirement under sections 1 to 6 must be delivered and completed on or before October 14, 2022.
- b) Delivery of the shipment must be scheduled between the hours of 9am and 4pm Monday through Friday excluding holidays.
- c) Where applicable, delivery must include all the manufacturer specified parts including the model number specified.
- d) Partial shipments of goods are acceptable.
- e) Manufacturer part manuals are to be included where provided by the manufacturer.
- f) Cable lugs are to be installed on the cables by the supplier as per the lug manufacturer's specifications.
- g) Delivery address:  
1200 Montreal Rd, Bldg. M-19  
Ottawa ON K1A 0R6  
Canada

## 8) Service

The Contractor must provide technical support of the requirement in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

Response for service must be within 2 business days or less.

### Part 2.1 – MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
M1	<p>The listed parts must meet the requirement specified in Annex A - Part 1 -Requirement from Sections 1 to 6.</p> <p>To demonstrate compliance the bidder must provide technical brochures or technical data as supporting documents.</p>	
M2	<p>All parts must have a recognized electrical safety marking, and/or markings which meet the requirements of 4001 06 (2008-05-12) Certification of Electrical Equipment.</p> <p>To demonstrate compliance the bidder must provide proof of certifications as supporting documents.</p>	

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

**Table 1: Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm All-inclusive Lot Price (CAD)	Extended Price (Number of Units X Firm All-inclusive Lot Price)
1	The requirement for the supply of Lithium Ferro Phosphate batteries, battery cabinet, bus bar kits, 1000A combiner with DC shunt, and stranded connection cabling in accordance with the requirement detailed Annex A.	1	Lot	\$	\$
	<b>Sum of Item 1 - Evaluated Price (CAD):</b>				\$

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

**ANNEX “C”**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "D"**  
**COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

---

## ATTACHMENT "1" to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.1, 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).

Solicitation No. - N° de l'invitation  
31184-220517/A  
Client Ref. No. - N° de réf. du client  
31184-220517

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.31184-220517

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No./N° VME

---

**ATTACHMENT "1" to PART 5 OF THE BID SOLICITATION**

**OEM Certification**

<b>OEM Certification Form</b>	
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.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____