

**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 0A1 / Noyau 0A1  
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**

Contracting authority:  
dominik.giroux@tpsgc-pwgsc.gc.ca

<b>Title - Sujet</b> SUPPLY OF LIQUID NITROGEN	
<b>Solicitation No. - N° de l'invitation</b> 39903-130038/A	<b>Date</b> 2012-07-17
<b>Client Reference No. - N° de référence du client</b> 39903-130038	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-656-60851	
<b>File No. - N° de dossier</b> hl656.39903-130038	<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> <b>on - le 2012-08-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<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> Giroux, Dominik	<b>Buyer Id - Id de l'acheteur</b> hl656
<b>Telephone No. - N° de téléphone</b> (819) 953-0862 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CANADIAN FOOD INSPECTION AGENCY 3851 FALLOWFIELD RD P.O.BOX 11300 STN H ATT: MIKE KELLY (613)228-6690(5932) NEPEAN Ontario K2H8P9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<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>

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## PART 1 - GENERAL INFORMATION

### 1. **Security Requirement**

There is no security requirement associated with the requirement.

### 2. **Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3. **Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B4024T	No Substitute Products	2006-08-15

### 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 on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### 1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2010-01-11

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**1.2 Payment of Invoices by Credit Card**

Canada requests that bidders complete one of the following (please check appropriate box):

- ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- ☐ VISA  
☐ MasterCard

OR

- ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS IN THIS PART WILL RESULT IN YOUR BID BEING DECLARED AS NON RESPONSIVE.

#### 1.1 Technical Evaluation

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

##### 1.1.1 Mandatory Technical Criteria

The following factors will be taken into consideration in the evaluation of each bid.

Bidders are to indicate compliance, by checking Yes or No, for each mandatory criterion listed below.

	Mandatory Technical Criterion	Compliance	
		Yes	No
1.	Liquid Nitrogen is expected to be industrial grade, in accordance with the Compressed Gas Association (CGA) Standard G-10-1, 99.998% minimum purity at all times.		
2.	Tank trucks, if utilized, must be equipped with meters which produce delivery slips. Delivery slips may be either printed or hand written.		
3.	Loss of liquid nitrogen due to failure of supplier equipment shall be at the contractor's expense.		

#### 1.2 Evaluation of Price

The price of bids will be evaluated in Canadian dollars, the Harmonized Sales Tax (HST) excluded, DDP Destination Incoterms 2000 for Goods, Customs duties and Excise taxes included.

#### 1.3 Unit Pricing for Liquid Nitrogen

##### 1.3.1 Applicable to Supply Period A

A firm unit price per Liter is required with the Bidder's proposal.

A separate display of the following unit operating costs is required to assist in determining the subsequent supply period price adjustment: Transportation, Electricity, and Direct Labour. These operating costs are expenses which would be incurred by the Contractor to produce and deliver the Liquid Nitrogen to Destination.

Bidders may be requested to submit documented evidence / support for the aforementioned operating costs.

Bidders must include in their Financial Bid (see Annex "B") the portion (in percentage (%)) of Transportation, Electricity and Direct Labour factors included in and contributing to their bid price.

No other cost or factors will be considered by Her Majesty for this evaluation and during the period of any resulting contract. Total operating costs must amount to 100%.

Example:

Operating costs		
1	Transportation	35%
2	Electricity	45%
3	Direct Labour	20%
Total Operating costs incurred		100%

### 1.3.2 Proposed Pricing for Subsequent Supply Periods

Canada will establish firm prices for Supply Periods B and C using the formula set out hereunder.

Price for liquid nitrogen for a supply period will be determined by adjusting the unit price in effect in the preceding supply period to reflect changes in the following factors:

- (i) Increases or decreases in Transportation and other costs identified in the bidder's proposal related to the movement of the liquid nitrogen will be adjusted to reflect the change in the Statistics Canada Catalogue, Consumer Price Index (CPI) (URL <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis12d-eng.htm> ), applicable to the province of Ontario. CPI's Chronological Index will allow for optimum retrieval of the past data (URL <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-001-X&chropg=1&lang=eng> );
- (ii) Increases or decreases for Electricity costs identified in the bidder's proposal shall be adjusted to reflect the change in the Statistics Canada, Industry Price Indexes (IPI) (URL <http://www.statcan.gc.ca/pub/62-011-x/2012004/t039-eng.htm> ), applicable to the province of Ontario. Actual reference is Table 5-2, Electric Power Selling Price Indexes, for Non-residential Customers - under 5000kW, for the month of the current supply period (e.g. July) and the month prior to the current supply period (e.g. July). IPI's Chronological Index will allow for optimum retrieval of the past data (URL <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-011-X&chropg=1&lang=eng> );
- (iii) Increases or decreases for Direct Labour costs identified in the bidder's proposal shall be adjusted to reflect the average change in the Statistics Canada, Employment, Earnings and Hours (URL <http://www.statcan.gc.ca/pub/72-002-x/2012004/t134-eng.htm> ). Actual reference is Table 4-7, Estimates of employment and average weekly earnings for all employees, by industry — Ontario, under Chemical manufacturing - 325. Data to be considered are the Average Weekly Earnings (including overtime), for the quarter of the current supply period as well as the quarter prior to the current supply period. Chronological Index will allow for optimum retrieval of the past data (URL <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=72-002-X&chropg=1&lang=eng> ).



Example:

**SUPPLY PERIOD "Y" - July 1, 20xx to June 30, 20xy**

		Supply Period "X"		Supply Period "Y"	Variation
		Operating Costs (%)	Statistics Canada, as of Initial Period	Statistics Canada, Current	((Supply Period "Y" StatsCan, Current MINUS Supply Period "X" StatsCan, Initial / Supply Period "X" StatsCan) DIVIDED BY Supply Period "X" StatsCan, Initial) * 100 (%)
1	Transportation	35%	150.3	159	$((159 - 150.3) / 150.3) * 100 = 5.79\%$
2	Electricity	45%	79	145.2	$((145.2 - 79) / 79) * 100 = 83.80\%$
3	Direct Labour	20%	994.80	1,133.35	$((1,133.35 - 994.80) / 994.80) * 100 = 13.93\%$
Total Op. Costs:		100%	Total Variation (%)		103.52%

<b>Variation Coefficient:</b> (Supply Period "X" Total Operating Costs (%) + Supply Period "Y" Total Variation (%))/100	2.0352
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Adjusted Price per Litre			
	Initial Unit Pricing (\$)	Variation Coefficient	**Adjusted Unit Pricing (initial Unit Pricing X V. Coefficient) (\$)
Liquid Nitrogen	\$0.25	2.0352	<b>\$0.51</b>

**2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid will be recommended for award of a contract, based on the lowest evaluated aggregate unit pricing applicable to Supply Period A (see 1.4.1 below), spanning from Day 1 of Contract to June 30, 2013.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must supply and fill liquid nitrogen into 230-liter dewars owned by the Canadian Food Inspection Agency (CFIA), as the litrage may vary weekly, in accordance with the Requirement at Annex "A".

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Periods of the Contract

The fulfillment of the Requirement is required for the following continuous periods:

Supply Period "A" - from Day 1 of Contract to June 30, 2013

Supply Period "B" - from July 1, 2013 to June 30, 2014

Supply Period "C" - from July 1, 2014 to June 30, 2015

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to an extra six-month period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, along with the latest data from Statistics Canada (cf. Appendix "A" References).

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 4.3 Delivery time

Deliveries pursuant to the Requirement (cf. Annex "A") must occur every Thursday, between 10:00 and 13:30 (Eastern Time).

It is understood that in case of any non business occurrence, such as a statutory holiday or any unforeseen closing of the premises, the Supplier is responsible for ensuring timely delivery. The Supplier and the End user shall therefore agree on an appointed time schedule. Proper correspondence thereof shall be kept in writing for any discretionary audit purposes.

#### 4.4 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions.

Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Mr. Dominik Giroux**, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Commercial Acquisition & Supply Management Sector  
Logistics, Electrical, Fuel & Transportation Directorate  
Fuel & Construction Products Division (HL)  
11 Laurier Street, 7A2, Place du Portage, Phase III  
Gatineau, QC K1A 0S5  
Telephone : (819) 953-0862 Facsimile: (819) 956-5227  
E-mail address: dominik.giroux@tpsgc-pwgsc.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.

#### 5.2 Technical Authority (WILL BE ADDED AT CONTRACT AWARD)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

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

#### 5.3 Procurement Authority (WILL BE ADDED AT CONTRACT AWARD)

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

	<b>General Enquiries</b>	<b>Delivery Follow-up</b>
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

### 6. Payment

#### 6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ per Liter. Customs duties are included, and Harmonized Sales Tax is 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.

#### 6.2 Limitation of Expenditure

##### 6.2.1 Applicable to Supply Period "A"

1. Canada's total liability to the Contractor under the Contract must not exceed **\$27,084.00**. Customs duties are included, and Harmonized Sales Tax is extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the supply period's expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.2.2 Applicable to Supply Period "B"**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$32,500.00**. Customs duties are included, and Harmonized Sales Tax is extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the supply period's expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.2.3 Applicable to Supply Period "C"**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$32,500.00**. Customs duties are included, and Harmonized Sales Tax is extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the supply period's expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.3 Terms of Payment**

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

**7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

**7.1 Payment of Invoices by Credit Card**

The credit card \_\_\_\_\_ is accepted.

OR

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

**8. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**9. Applicable Laws**

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

**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) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ OR as amended on \_\_\_\_\_.

**11. SACC Manual Clauses**

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Hazardous Products	2006-06-16
B7500C	Excess Goods	2006-06-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
G1005C	Insurance	2008-05-12

**12. Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**12.1 Periodic Usage Reporting**

Annex "C" is provided for the Supplier and the End user (including the Inspection Authority and the Procurement Authority) to keep an updated log of entries regarding expenditure with respect to the Requirement throughout any given Supply Period. Annex "C" can be duplicated.

**13. Shipping Instructions - Delivery at Destination**

- 1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid Canadian Food Inspection Agency - Ottawa Laboratory Fallowfield, Ottawa (ON), K2H 8P9, Incoterms 2000 for shipments from commercial contractor.
- 2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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**ANNEX "A"****REQUIREMENT****1. Abstract**

To supply and fill liquid nitrogen (i.e. the Requirement) into 230-liter dewars owned by the Canadian Food Inspection Agency (CFIA).

**2. Provisions of the Requirement**

The following forms part of the Requirement:

- 1) Liquid Nitrogen must be industrial grade, in accordance with the Compressed Gas Association (CGA) Standard G-10-1, 99.998% minimum purity at all times for on-site filling;
- 2) CFIA-owned dewars currently use the ORCA delivery system manufactured by Chart Industries; the supplier must guarantee no filling issues by ensuring compatibility with the ORCA delivery system;
- 3) Supplier must fulfill the Requirement by using low saturation pressure (below 10 psig) to minimize venting;
- 4) Supplier must fulfill the Requirement via a cryogenic pump. No pressure filling will be accepted;
- 5) Supplier must inspect all dewars upon each fill;
- 6) Supplier must report to the CFIA any required dewar maintenance, on site the same day as the fill;
- 7) Tank trucks, if utilized, must be equipped with meters which produce delivery slips;
- 8) Supplier must provide delivery slips to the Shipping/Receiving personnel at Building 201 once the dewars are filled;
- 9) No charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge, Environmental Compliance shall be applied;
- 10) Loss of liquid nitrogen due to failure of supplier equipment shall be at the contractor's expense;
- 11) Supplier must provide a Workplace Hazardous Materials Information System (WHMIS) sheet upon initial delivery, and keep it up to date upon any subsequent visit.

**3. Total Estimated Consumption**

Expected number of dewars on the site: eight (8). Total required liquid nitrogen is estimated 1,000 Liters per week.

**4. Destinations**

The Requirement is to be fulfilled at the CFIA on its premises, namely the Ottawa Fallowfield Laboratory, situated at 3851 Fallowfield Road, Ottawa (Nepean), Ontario.

More specifically, the Requirement will be fulfilled on the Chemical Loading dock at Building 201, as well as Building 211 (one dewar).



**ANNEX "B"****BASIS OF PAYMENT**

**IMPORTANT:** the Bidder must enter his Financial Bid in this Annex, filling in all blanks.

**1. SUPPLY PERIOD "A" : Day 1 of Contract to June 30, 2013**

**1.1 Unit Pricing**

<b>Liquid Nitrogen (Compressed Gas Association (CGA) Standard G-10-1, 99.998% minimum purity) at the CFIA Ottawa Laboratory situated at 3851 Fallowfield Road, Ottawa, Ontario</b>	
<b>Weekly Estimate (Litres)</b>	<b>1,000</b>
Liquid Nitrogen (\$ CDN / L)	\$

**1.2 Operating Costs**

A separate display of the following unit price costs is required in order to determine the subsequent supply period price adjustment: Transportation, Electricity, and Direct Labour (see Annex "C"). These operating costs are expenses which are incurred by the Contractor to produce and deliver the Liquid Nitrogen to Destination.

<b>Operating costs</b>		
<b>1</b>	Transportation	<b>%</b>
<b>2</b>	Electricity	<b>%</b>
<b>3</b>	Direct Labour	<b>%</b>
<b>Total Operating costs incurred</b>		<b>100 %</b>

**2. SUPPLY PERIOD "B" - July 1, 2013 to June 30, 2014**

		Supply Period "A"		Supply Period "B"	Variation
		Operating Costs (see Annex "A", section 2)  (%)	Statistics Canada, as of Initial Period	Statistics Canada Current	((Supply Period "B" StatsCan, Current MINUS Supply Period "X" StatsCan, Initial / Supply Period "A" StatsCan) DIVIDED BY Supply Period "A" StatsCan, Initial) * 100  (%)
<b>1</b>	Transportation	%	<i>To be disclosed upon Contract award, or any subsequent amendments</i>		
<b>2</b>	Electricity	%			
<b>3</b>	Direct Labour	%			
		100%	Total Variation (%)		<i>TBD</i>

<b>Variation Coefficient</b> (Supply Period "A" Total Operating Costs (%) + Supply Period "B" Total Variation (%))/100	<i>TBD</i>
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Adjusted Price per Litre			
	Initial Unit Pricing (\$)	Variation Coefficient (%)	** Adjusted Unit Pricing (initial Unit Pricing X V. Coefficient) (\$)
Liquid Nitrogen	\$	<i>To be disclosed upon Contract award, or any subsequent amendments</i>	

\*\* Adjusted Unit Pricing will be implementd in Annex "C", subsection 2.

**3. SUPPLY PERIOD "C" - July 1, 2014 to June 30, 2015**

		Supply Period "B"		Supply Period "C"	Variation
		Operating Costs (see Annex "A", section 2)  (%)	Statistics Canada, as of Initial Period	Statistics Canada Current	((Supply Period "C" StatsCan, Current MINUS Supply Period "X" StatsCan, Initial / Supply Period "B" StatsCan) DIVIDED BY Supply Period "B" StatsCan, Initial) * 100  (%)
<b>1</b>	Transportation	%	<i>To be disclosed on any subsequent amendments</i>		
<b>2</b>	Electricity	%			
<b>3</b>	Direct Labour	%			
		100%		Total Variation (%)	<i>TBD</i>

<b>Variation Coefficient</b> (Supply Period "B" Total Operating Costs (%) + Supply Period "C" Total Variation (%))/100	<i>TBD</i>
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Adjusted Price per Litre			
	Initial Unit Pricing (\$)	Variation Coefficient	**Adjusted Unit Pricing (initial Unit Pricing X V. Coefficient) (\$)
Liquid Nitrogen	<i>To be disclosed on any subsequent amendments</i>		

\*\*\* Adjusted Unit Pricing will be implementd in Annex "C", subsection 3.

Solicitation No. - N° de l'invitation

39903-130038/A

Client Ref. No. - N° de réf. du client

39903-130038

Amd. No. - N° de la modif.

File No. - N° du dossier

hl65639903-130038

Buyer ID - Id de l'acheteur

hl656

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "C"**

**PERIODIC USAGE REPORT**

**1. SUPPLY PERIOD "A" : Day 1 of Contract to June 30, 2013**

<b>Liquid Nitrogen</b>				
Destination : Ottawa Laboratory Fallowfield		Unit Price* (\$ CDN / L)	Quantity (Litres)	Total (Unit Price X Quantity) ( \$ )
1	Chemical Loading dock at Building 201	\$		\$
2	Building 211	\$		\$

\*See Annex "B", Basis of Payment, Unit Price

<b>Total Expenditure</b>
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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Solicitation No. - N° de l'invitation

39903-130038/A

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Buyer ID - Id de l'acheteur

hl656

Client Ref. No. - N° de réf. du client

39903-130038

File No. - N° du dossier

hl65639903-130038

CCC No./N° CCC - FMS No/ N° VME

**2. SUPPLY PERIOD "B" - July 1, 2013 to June 30, 2014**

<b>Liquid Nitrogen</b>				
Destination : Ottawa Laboratory Fallowfield		Unit Price** (\$ CDN / L)	Quantity (Litres)	Total (Unit Price X Quantity) ( \$ )
1	Chemical Loading dock at Building 201	\$		\$
2	Building 211	\$		\$

\*\* See Annex "B" subsection 2.

<b>Total Expenditure</b>
--------------------------

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation

39903-130038/A

Client Ref. No. - N° de réf. du client

39903-130038

Amd. No. - N° de la modif.

File No. - N° du dossier

hl65639903-130038

Buyer ID - Id de l'acheteur

hl656

CCC No./N° CCC - FMS No/ N° VME

**3. SUPPLY PERIOD "C" - July 1, 2014 to June 30, 2015**

Liquid Nitrogen				
Destination : Ottawa Laboratory Fallowfield		Unit Price*** (\$ CDN / L)	Quantity (Litres)	Total (Unit Price X Quantity) ( \$ )
1	Chemical Loading dock at Building 201	\$		\$
2	Building 211	\$		\$

\*\*\* See Annex "B" subsection 3.

**Total Expenditure**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Solicitation No. - N° de l'invitation

39903-130038/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl656

Client Ref. No. - N° de réf. du client

39903-130038

File No. - N° du dossier

hl65639903-130038

CCC No./N° CCC - FMS No/ N° VME

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## **APPENDIX "A"**

### **REFERENCES**

References below are for information purposes only. Those will facilitate data retrieval and calculation for any subsequent supply periods:

Statistics Canada:

Consumer Price Index, URL:

<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>

Industrial Price Indexes, URL:

<Http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-011-XWE>

Employment, Earnings and Hours, URL:

<http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=72-002-XIE&lang=eng#formatdisp>