

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

Title - Sujet Bulk Hydrogen supply and Auto cross		
Solicitation No. - N° de l'invitation 31184-132665/A	Date 2013-10-03	
Client Reference No. - N° de référence du client 31184-132665		
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-657-63614		
File No. - N° de dossier hl657.31184-132665	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-14		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Turner, Louie		Buyer Id - Id de l'acheteur hl657
Telephone No. - N° de téléphone (819) 956-3975 ()		FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NATIONAL RESEARCH COUNCIL CANADA BLDG M-50 1200 MONTREAL RD OTTAWA Ontario K1A0R6 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

Delivery Required - Livraison exigée See Herein	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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Bulk Hydrogen supply and lease of Hydrogen Tube Trailers and Hydrogen Bulk Packs with Auto crossover - requirements, quatities and specifications as per Annex A.	31184	31184	1	Each	\$	XXXXXXXXXXXX	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Delivery
6. Site Visit

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Preparation for Delivery
13. Shipping Instructions

List of Annexes:

- Annex A Statement of Requirement
Annex B Supplemental General Conditions: Leased Equipment Transactions
Annex C Pricing Sheet

Attachments:

Hydrogen Site Layout

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Statement of Requirement

The Work to be performed is detailed under Annex "A", Statement of Requirement

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 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 (<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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 4 and 5 of Section 01 Code of Conduct and Certifications - Bid, is amended as follows::

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

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

Delete: sixty (60) days

Insert: ninety (90) days

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 five (5) 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.

5. Delivery

While delivery is requested to start by March 1, 2014, the best delivery start date that could be offered is _____.

6. Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The optional site visit will be held on October 17, 2013 at 9:30 am at Building M-50 situated on 1200 Montreal Road, Ottawa (ON), K1A 0S2. Bidders must communicate with the Contracting Authority no later than one (1) business day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

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 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 Offer

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

Commissioning Time (Bidder must specify)

It will take _____ calendar days to design and install the Hydrogen Bulk Packs and Tube Trailers system and associated equipment in a fully operational mode.

Section II: Financial Offer

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or 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
A9033T	Financial Capability	2012-07-16

1.2 Pricing for Lease of Hydrogen Bulk Packs

Firm monthly rates are required with the Bidder's proposal at Annex "C", section 1, 1.1

1.3 Pricing for Lease of Hydrogen Tube Trailers

Firm monthly rates are required with the Bidder's proposal at Annex "C", section 1, 1.2.

1.4 Pricing for Hydrogen

Firm prices per Standard Cubic Foot (scf) are required with the Bidder's proposal at Annex "C", section 2.1

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.

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 Evaluation Criteria - Technical

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

- (a) Technical compliance;
- (b) Delivery requirement;
- (c) Descriptive literature (*where applicable*);
- (d) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (e) Completion of the solicitation.

1.1.1 Mandatory Technical Criteria

The following Mandatory Technical Criteria must be guaranteed in writing in the bid and will be cause for termination of the contract if any of these three Mandatory Technical Criteria are not met during the contracted period.

- a) The quality of Hydrogen as specified in Annex A
- b) The quantity of Hydrogen the system must deliver
- c) The required sustained pressure as specified in Annex A
- d) The continuous supply of Hydrogen, it is critical the supply never runs out

1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference

A0220T

Section

Evaluation of Price

Date

2013-04-25

1.2.1 Evaluation Criteria - Financial

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

- (a) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000)

2. Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the "lowest evaluated price on an aggregate basis" will be recommended for award of a contract.

The evaluated price will be determined from the prices offered at Annex C and will be the aggregate of (a), (b) and (c), as follows:

(a) price of the monthly lease rate stated in the pricing sheet at Annex "C", 1.1, for Tube Trailers, applicable to the five-year term of the Contract. Calculation for the Financial Bid evaluation will be the total firm monthly rate of all five years. The quantity to be used for evaluation purposes will be one.

(b) price of the monthly lease rate per each unit stated in the pricing sheet at Annex "C", 1.2 for Bulk Packs, applicable to the five-year term of the Contract. Calculation for the Financial Bid evaluation will be the total firm monthly rate of all five years. The quantity to be used for evaluation purposes will be one.

(c) unit price of the cost of Hydrogen gas per scf stated in the pricing sheet at Annex "C", 2.1.1 for Hydrogen gas, applicable to the five-year term of the Contract. Calculation for the Financial Bid evaluation will be the sum of Supply periods A to F, Annex A, which will be calculated by the firm unit price of Hydrogen for each year multiplied by the estimated quantities per each supply period as noted in Annex A, Part 6

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml.

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 " (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2010C (2013-06-27) General Conditions - Services (Medium Complexity), section 16 and 17 apply to and form part of the Contract.

3.2 Supplemental General Conditions

Annex "B", Supplemental General Conditions: Leased Equipment Transactions apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract for the lease of the Hydrogen Tube Trailers, Hydrogen Bulk Packs and the supply and delivery of liquid nitrogen, is from the date of the Contract to five (5) years inclusive (*actual date of Contract to be determined upon Contract award, i.e. _____*).

4.2 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.**

4.3 Delivery Time - Liquid Nitrogen

Deliveries pursuant to the Requirement must occur following a time schedule agreed to between the End user and the Supplier.

NOTE: notwithstanding the aforementioned, deliveries to **Building M-50** must take place **between 08:00 and 22:00**, in compliance with the Noise By-Law.

4.3.1 Ordering Procedures

The Project Authority or National Research Council Canada's Procurement Officer is entitled to place orders for Liquid Nitrogen by contacting the Supplier by telephone or electronic mail (see Supplier's Representative information below, under 5.2), as and when the event occurs.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louie Turner, Supply Specialist
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: 819-956-3975 Facsimile: 819-956-5227
E-mail address: louie.turner@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 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

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

5.3 Contractor's Representative

Name and telephone number of the person responsible for :

General Enquiries

Delivery Follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

6.1.1 Applicable to the Lease of Storage tanks - Firm Monthly Rates

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm monthly rates, as specified in Annex "C". Customs duties are included, and the Goods and Services Tax or the 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.

6.1.2 Applicable to the Supply and Delivery of Liquid Nitrogen - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "C". Customs duties are included, and the Goods and Services Tax or the 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

1. Canada's total liability to the Contractor under the Contract must not exceed **\$375,000.00**. Customs duties and the Goods and Services Tax or the Harmonized Sales Tax are included.
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 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

7. Invoicing Instructions

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

7.2 Delivery slips are to be supplied with each invoice to encourage prompt payment or faxed to 613-998-5701 after delivery.

7.3 Invoicing Address:
National Research Council
1200 Montreal Road M-22
Ottawa Ontario, K1A 0R6

7.4 Payment Terms Discount

The National Research Council has the ability to pay invoices faster than the standard Net-30 days terms. Please select your preferred payment option below:

2%-10 days, Net 30

1%- 20 days, Net 30

Net-30 days

7.5 NRC to be credited for returned Hydrogen remaining in HTT.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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 provide the related documentation or if 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 _____. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

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 stated in Annex B;

(c) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity); 2010C (2013-06-27) General Conditions - Services (Medium Complexity), section 16 and 17

(d) Annex A, Statement of Requirement;

(e) Annex C, Pricing sheet;

(f) 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))*

11. SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
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 Project 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.

13. Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid **National Research Council of Canada, 1200 Montreal Road, (Building M-50) Ottawa, Ontario, K1A 0R6**, 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.
3. Delivery slips and COA's will be deposited in a drop box located outside M-50.

ANNEX "A"**STATEMENT OF REQUIREMENT****Hydrogen Supply Tender****1) BACKGROUND**

The Information and Communications Technology (ICT) Portfolio of the National Research Council (NRC) currently has epitaxial growth capabilities at the 1200 Montreal Rd Campus, Bldg. M-50. These existing growth capabilities rely on the continuous, uninterrupted supply of pressurized Hydrogen (H₂) in an outdoor proximity shelter housing two(2) sixteen(16) cylinder H₂ Bulk Paks (BP's) in an automated crossover configuration. Crossover from one H₂ Bulk Pak(H₂ BP) is done as a function of declining H₂ BP pressure to ensure an uninterrupted supply of Hydrogen. On a selectable switchover pressure a dry contact is triggered and captured by NRC to initiate a call up to replace the depleted H₂ Bulk Pak while operating on the remaining one. The depleted H₂ BP is isolated, connection lines purged with Nitrogen (N₂), removed, and sent out for refilling. A replacement H₂ BP is installed in a similar manner where, once connected, the flex connection line is cycle purged with N₂ (to a vent stack) , then cycle purged with H₂, then line is left pressurized with H₂ and put in service.

2) REQUIREMENT**2.1 Specifications and Processes:**

NRC has a requirement for increased uninterrupted Hydrogen gas (H₂) supply capacity to expand its epitaxial growth offering. NRC will construct an external (out-doors) facility for the on-site storage and distribution of bulk gaseous Hydrogen via H₂ Tube Trailers (HTT's). This Request For Proposal (RFP) will be for supply of uninterrupted, continuous supply of gaseous Hydrogen in Tube Trailers and includes the following items:

- A) One Hydrogen Tube Trailer to be in service on site at all times (hydrogen to be available for use 24/7 365 days a year)
- B) Automated delivery and installation of HTT's as required to maintain continuous operations requirements.
- C) Design and installation of a high purity twin HTT Station on NRC site with manual selection between each HTT and fully automatic cross-over ability to supplied Hydrogen reserve. This functionality will automatically switch to the on-site H₂ reserve to activate the backup hydrogen source as required to ensure that supply H₂ line pressure requirements are met. This reserve is not to be used for normal operations. Switch-over from one HTT to the other is done manually by gas supplier on delivery. Note – there are space limitations for this requirement. All measurements must be verified by Hydrogen supplier. Shop drawings to be approved by NRC.
- D) Provide two (2) Sixteen (16) cylinder 2450psi Hydrogen Bulk Paks meeting purity specification for on-site Hydrogen reserve.

-
- a) H2 Bulk Paks must be capable of being changed independently of each other without affecting delivery pressure or quality of Hydrogen.
 - b) Each H2 Bulk Pak connection must be purgable on installation to ensure H2 quality.
- E) All legs of the manual crossover and the auto-crossover H2 system as well as HTT flex lines must be Nitrogen (N2) purge capable to vendor designed and supplied vent stack and each leg isolatable so as to not interfere with the continuous supply of Hydrogen at specified purities.
- F) Telephone line based Telemetry System provided by the Hydrogen supplier shall continuously track and monitor the hydrogen tube trailer/s operating pressure. Vendor must be able to supply date specific, historical data to NRC. This may be done through a web interface or via generated electronic spreadsheet. Historical data must capture pressures, alarms, and deliveries. Historical data will be available to NRC for a minimum of six (6) months but data for one(1) year is requested. Vendor to provide NRC a detailed summary of their proposal.
- G) Automatic Reordering capability –Vendor will monitor telemetry and initiate the delivery and installation of a replacement HTT – prior to depleting the on-site HTT supply and switching to the reserve. HTT must be switched at sufficient pressure to ensure Hydrogen purity is not compromised.
- H) Alarm access point(s) for NRC to access
- a) Cross-over to reserve Hydrogen Bulk Paks – Dry contact preferred. (NC/NO selectable)
 - b) H2 Line delivery pressure low – Dry contact preferred (NC/NO selectable)
 - c) Trailer Pressure low – 4 to 20mA or Dry contact (preferred)
- I) Bulk Hydrogen storage system shall be designed to the latest version of ASME B31.3 Process Piping and the National Standard of Canada CAN/BNQ 1784-000/2007. Design of hydrogen auto-crossover system shall be stamped by Professional Engineer of Ontario and shall be submitted to NRC for review and final acceptance. The system shall be registered with the Technical Standards & Safety Authority of Ontario and be c/w a registration number.

- J) All material, piping, tubing, fittings, gauges, valves and components that are connected to the nitrogen and nitrogen system shall selected in such a way as to provide Hydrogen purity better than:

Minimum Hydrogen Purity Specification > 99.99%

- Nitrogen (N2) < 25ppm
- Methane (CH4) < 5ppm
- Carbon Dioxide < 0.5ppm
- Carbon Monoxide (CO) < 1ppm
- Humidity (H2O) < 3.5ppm
- Oxygen (O2) < 5ppm
- Particulates <0.01um

- K) Vender shall be required to draw samples of Hydrogen not less than twice per year and provide NRC with Certificates of Analysis for each sample to verify delivered H2 continues to meet specifications. Incorporation of draw station shall be vendor's responsibility but design of sample station and sampling procedures shall not introduce contamination to H2 system or lines. NRC to approve both design and procedure. Spacing frequency of samples shall be approximately six (6) months apart. However, sample dates should be targeted/modified to capture nearly depleted HTT where impurities will be at their highest. NRC shall have Completed COA within two weeks of sample taken.

- L) Hydrogen Supply Requirements:

- a) Operational Pressure: 150 to 225 psig (adjustable set point) +/- 5%
- b) Maximum Allowable Pressure : 250 psig
- c) Design Temperature : -40 to 185 °F
- d) Flow : 0 to 500 Standard Liters Per Minute (SLPM)
- e) Maximum Flow – 500 SLPM at 150psig

- M) Nitrogen Supply feed

- a) Operational Pressure: 100 psig +/- 10%
- b) Maximum Allowable inlet Pressure : 145 psig

2.2 Hydrogen Tube Trailers (HTT) Requirements

Existing Hydrogen pad has been design to support 38,000 kg per trailer.

Maximum number of HTT's on pad is two (2) at any one point in time.

Maximum allowable storage pressure on site is 2,400 psig +/- 10%.

Supplier to determine trailer size based on inventories

Minimum allowable Trailer pressure is 350psig. Deviation from this requires the approval of NRC.

2.3 Auto-crossover System Requirements

The supplied Auto-crossover system will be capable of manually tying into one HTT which will be parked on one of two slots via a clean N2 purgable flexible connection from HTT. Normal operation requires the vendor to monitor consumption and declining HTT pressure and automatically send a replacement HTT as warranted before impurities due to diminishing HTT become an issue. The replacement HTT will be parked in the vacant slot and will be hooked up to the manifold. It will then be purged out seamlessly via an available N2 source. The vendor will then manually transfer feed sources from one trailer to the other without interrupting H2 supply, pressure, or purity. The vendor will N2 purge the original HTT connecting line to the vent stack and remove original HTT crediting NRC for remaining amount of H2 in removed trailer.

Once connected and supplying H2 to the building at an operator configurable pressure, the system must be capable at all times of switching feed sources automatically from the on-line HTT to the fixed in place bulk H2 Bulk Paks as a function of pressure. An alarm point (dry contact) must be generated to NRC when this condition occurs. Automated switching to the reserve BP's should NOT be used as a supply methodology but rather a failsafe should unforeseen events happen to delay the delivery of the replacement HTT.

- The supplied Auto-crossover manifold must have a safe design working pressure capability of 250 psig.
- Delivery pressure is user configurable (below 225 psig)
- The supplied Auto-crossover system must be capable of providing continuous uninterrupted Hydrogen flow to 500SLPM (17.7cfm) at an output pressure of 160 psig.
- The supplied Auto-crossover must be suitable to maintained specified purity and particulate levels.
- The supplied Auto-crossover manifold must be weather protected
- The supplied Auto-crossover manifold must be verified leak tight.
- Fill hoses shall be stainless steel rated for full line pressure of hydrogen supply tubes and should carry Canadian Registration Number (CRN#).
- Hydrogen supplier shall provide NRC for review and final approval written detailed procedures for how the HTT's will be installed, put in service, removed, and for the installation/removal/purging procedures of lines associated with the Hydrogen reserve capability.
- Hydrogen supplier shall design hydrogen/nitrogen auto-crossover system to fit on available space of existing concrete pad.
- Blow off device must be included system design
- All components must be tagged and referenced to P&ID drawing

2.4 Hydrogen Purity Specification

All HTT H2 deliveries must be accompanied with a trailer batch specific Certificate of Analysis (COA). The minimum acceptable Hydrogen Purity specification is as follows:

Minimum Purity Specification	> 99.99%
o Nitrogen (N2)	< 25ppm
o Methane (CH4)	< 5ppm
o Carbon Dioxide	< 0.5ppm
o Carbon Monoxide (CO)	< 1ppm
o Humidity (H2O)	< 3.5ppm
o Oxygen (O2)	< 5ppm
o Particulates	<0.01um

2.5 Mandatory Technical Criteria

The following Mandatory Technical Criteria will be cause for termination of the contract if any of the following four Mandatory Technical Criteria are not met during the contracted period.

- a) The quality of Hydrogen as specified in Annex A
- b) The quantity of Hydrogen the system must deliver
- c) The required sustained pressure as specified in Annex A
- d) The continuous supply of Hydrogen, it is critical the supply never runs out

3) DELIVERABLES

- 1) Vendor must have Hydrogen Manual/Auto-crossover manifold installed and verified not later than February 1, 2014.
- 2) WHMIS/MSDS sheets must be supplied electronically prior to initial H2 delivery and updated as regulations require.
- 3) Hydrogen Tube trailer to be on site March 1, 2014.
- 4) Delivery slips are to be provided with each invoice, along with an NRC order release reference number.
- 5) Certificates of Analysis must accompany each HTT delivery.
- 6) NRC's interface for accessing historical data to be demonstrated in advance of 1st HTT delivery.
- 7) NRC to be provided P&ID, Layout Drawings, Shop Drawings, and As-builts for all materials and equipment used.
- 8) Vendor will completely inspect all supplied components and assemblies for hydrogen integrity at least once per year above and beyond any inspections done associated with deliveries. Vendors to provide NRC with inspections procedures and frequency schedules and completed inspection reports.
- 9) Vendor to include a guaranteed response time of six (6) hours to respond and address alarms or emergency calls from NRC.
- 10) Vendor to supply NRC with 24/7 Emergency Contact Coordinates which must be maintained current over the life of the supply agreement.
- 11) Vendor to supply and install all necessary signage for Hydrogen enclosure fencing.
- 12) Vendor to supply written procedures on how a driver will deliver, connect, and purge out HTT's

4) VENDOR LIABILITIES

- 1) Cost of Hydrogen due to vendor installed equipment failure is at the expense of the supplier.
- 2) Repairs due to supplied equipment failure are at the expense of the supplier.
- 3) NRC is not to be charged for Hydrogen returned in HTT, only the quantity of Hydrogen used.
- 4) NRC to be credited for returned Hydrogen remaining in HTT.

5) VENDOR QUALIFICATION

To be considered for this RFP vendors must provide a written descriptive of their organizational capacity and have clearly demonstrated capabilities to manage and supply Hydrogen Tube Trailers to an existing client base. A reference list of five sites currently being serviced complete with contract coordinates must be supplied. In addition, the vendor must document and demonstrate to NRC's satisfaction the existence of a well-established monitoring and supply infrastructure to clearly demonstrate the ability to manage resources required for the just in time deliveries necessary for the uninterrupted supply of Hydrogen via Tube Trailers.

6) HYDROGEN SUPPLY PERIOD AND ESTIMATED USAGE

(period of estimated average Hydrogen consumption)

Supply Period A – from March 1, 2014 to August 31, 2014 – 4500scf/week (commissioning)

Supply Period B – from September 1, 2014 to February 28, 2014 – 7500scf/week (ramp)

Supply Period C – from March 1, 2015 to February 28, 2015 – 9,500scf/week

Supply Period D – from March 1, 2016 to February 29, 2016 – 10,500scf/week

Supply Period E – from March 1, 2017 to February 28, 2017 – 12,000scf/week

Supply Period F – from March 1, 2018 to February 28, 2018 – 14,000scf/week

Note: additional Bulk Packs may be required at a later date if hydrogen consumption grows to levels where this on site reserve is not sufficient

7) CONTRACT EXTENSION OPTION

The contractor grants to Canada the irrevocable option to extend the term of the contract by up to (6 months) additional under the same terms and 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. Year five pricing will be the price to be contracted for the extension..

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

ANNEX "B"**Supplemental General Conditions: Leased Equipment Transactions****1. Interpretation**

1.1 In the Contract, unless the context requires otherwise:

- A. "Delivery Date" means the date specified in the Contract for the delivery of the Leased Equipment;
 - B. "Downtime" means the time, measured in hours and whole minutes, during which the Leased Equipment is not available for Fully Functional Operation during User Time because of a malfunction of the Leased Equipment. Downtime starts when Canada notifies the Contractor that the Leased Equipment is not available for Fully Functional Operation and ends when the malfunction has been corrected and the Contractor notifies Canada that the Leased Equipment has been restored to Fully Functional Operation, unless Canada then notifies the Contractor that the Leased Equipment is still not available for Fully Functional Operation;
 - C. "Fully Functional Operation" means that the Leased Equipment is working according to all the Specifications, so that all of the functionalities of the Leased Equipment can be used;
 - D. "General Conditions" means the general conditions that form part of the Contract;
 - E. "Leased Equipment Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada for use with the Leased Equipment, whether it is to be supplied in printed form or on an electronic storage medium, such as a CD-ROM;
 - F. "Leased Equipment" means the Equipment leased under the Contract;
 - G. "Ready for Use" describes the Leased Equipment once the Contractor has delivered it and, if applicable, has installed and integrated it so that it is available for Fully Functional Operation;
 - H. "Specifications", despite the definition in the General Conditions, for the Leased Equipment, means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and also includes, except to the extent inconsistent with anything in the Contract, any such description set out or referred to in any brochure, product literature or other documentation provided by the Contractor under the Contract, as well as any technical documentation published or made generally available by the manufacturer of any of the Leased Equipment.
- 1.2 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions, unless provided otherwise. If the General Conditions contain sections entitled "Ownership" or "Warranty", those sections do not apply to the Leased Equipment. Instead, the ownership and warranty provisions in these supplemental general conditions apply to the Leased Equipment.
- 1.3 If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

2. State of Leased Equipment

All Leased Equipment supplied by the Contractor must:

- A. be off-the-shelf, meaning it must be composed of standard Equipment requiring no further research or development; and
- B. conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.

3. Delivery

The Contractor must deliver the Leased Equipment to the location(s) designated by Canada by the Delivery Date. The Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. The Contractor acknowledges that no item will be considered delivered on the Delivery Date if it is damaged or otherwise not ready for Canada to begin its acceptance procedures. The Contractor must, at a minimum, package the Leased Equipment according to industry standards, and include a packing slip with each shipment. All costs associated with packaging, shipping, transportation and delivery are included in the lease rate of the Leased Equipment.

4. Installation Preparation Requirements

- 4.1 If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense according to those requirements, sufficiently in advance to meet the Delivery Date. All the costs associated with the special site preparation are included in the lease rate of the Leased Equipment.
- 4.2 If the Contract provides that Canada is responsible for special site preparation requirements, then the following applies:
 - A. Canada must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract;
 - B. If the Contract provides that there are special site preparation requirements, but does not describe them, the Contractor must deliver a complete written description of them to Canada immediately following the date of the Contract or, if the Delivery Date is more than thirty (30) days after the date of the Contract, at any time at least thirty (30) days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Canada by this time, and Canada does not object to any of the Contractor's requirements within ten (10) days, Canada must prepare the site according to these requirements. If Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Canada for any additional expenses it incurs. The Contractor guarantees that, if the site is prepared and maintained by Canada according to the special site preparation requirements, the resulting environment will permit the Leased Equipment to operate according to the Specifications;
 - C. Canada must complete the special site preparations and notify the Contractor that the site is ready at least five (5) working days before the Delivery Date, after which the Contractor may inspect the site at a time agreed to by Canada. Inspection by the Contractor does not relieve Canada of its obligation to prepare the site according to the special site preparation requirements described in the Contract; and

- D. If Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Canada's control, the Contractor will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.
- 4.3 If the Contract does not describe any special site preparation requirements, neither subsection 4.1 nor 4.2 will apply; the Contractor guarantees that none are required for the Leased Equipment to operate according to the Specifications.

5. Installation and Integration

- 5.1 Unless provided otherwise in the Contract, the Contractor must unpack, assemble, install, and integrate all the Leased Equipment at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Canada's on-site representative with written notification that the Leased Equipment is Ready for Use.
- 5.2 The Contractor must supply all materials required to complete the assembly, installation, integration of the Leased Equipment at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.
- 5.3 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.
- 5.4 All costs associated with the Work described in this section are included in the rate of the Leased Equipment.

6. Leased Equipment Documentation

- 6.1 The Contractor must provide to Canada the same Leased Equipment Documentation that it provides to other purchasers of similar Leased Equipment, and must include all supplements and revisions to the Leased Equipment Documentation effective up to the Delivery Date. The Leased Equipment Documentation must at least include all the documentation available to consumers from the manufacturer of the Leased Equipment about the technical specifications of the Leased Equipment, and operating instructions.
- 6.2 The Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to allow Canada to use the Leased Equipment.
- 6.3 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to permit Canada, or someone authorized by Canada, to maintain and repair the Leased Equipment properly, and to test it for that purpose.
- 6.4 The Contractor must deliver the Leased Equipment Documentation to Canada with the Leased Equipment. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Leased Equipment Documentation with each item of Leased Equipment.

- 6.5 If there are changes to the Leased Equipment during the contract period, the Contractor must update the Leased Equipment Documentation, at no additional cost to Canada. The Contractor must provide these updates within ten (10) days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Leased Equipment, any new feature(s) added, and any necessary installation instructions.
- 6.6 Despite anything in the General Conditions concerning copyright, the copyright in the Leased Equipment Documentation will not be owned or transferred to Canada. However, Canada has the right to use the Leased Equipment Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Leased Equipment, as long as Canada includes any copyright and proprietary right notices that are part of the original document.
- 6.7 Unless provided otherwise in the Contract, the Leased Equipment Documentation must be delivered in both English and French. If the Contract provides that the Leased Equipment Documentation is only required to be provided in one of Canada's official languages, Canada has the right to translate it or have it translated for its own use. Canada owns any translation and is not required to provide it to the Contractor. Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

7. Acceptance

- 7.1. The Leased Equipment, including all the Work related to it, is subject to acceptance by Canada. As part of its acceptance process, Canada may test any function of the Leased Equipment to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the Leased Equipment are due under the Contract unless the Leased Equipment is accepted.
- 7.2 Acceptance by Canada does not relieve the Contractor of its responsibility for defects in the Leased Equipment or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.
- 7.3 The Procedure for acceptance will be as follows:
- A. the Contractor must notify the Technical Authority or any duly appointed representative thereof in writing once the Leased Equipment is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;
 - B. Canada will have thirty (30) days to perform its acceptance procedures (the "Acceptance Period"); and
 - C. if Canada provides notice of any deficiency during the Acceptance Period, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work and the Acceptance Period will start again.

8. Ownership of Leased Equipment

- 8.1 The Contractor will remain the owner of all the Leased Equipment, unless Canada either exercises any option to purchase the Leased Equipment included in the Contract, or purchases the Leased Equipment under a separate agreement.
- 8.2 If the Contract contains an option to purchase the Leased Equipment or any part of it, Canada will become the owner of that Leased Equipment on the date it exercises that option, or the date Canada specifies when it exercises the option, if any. Once Canada becomes the owner, Canada bears the risk of loss or damage to the purchased Equipment. Once Canada becomes the owner, no more lease payments are due under the Contract for the purchased Leased Equipment.

9. Lease Period

- 9.1 The period of the lease starts on the day the Leased Equipment is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract.
- 9.2 Unless provided otherwise in the Contract, if the Contract allows for additional items to be leased during the contract period, regardless of when those items become part of the Leased Equipment, the Lease Period for all the Leased Equipment will end on the day that the Lease Period for the first item of Leased Equipment leased under the Contract expires.
- 9.3 If the first day of the Lease Period is not on the first day of a calendar month, then the charge for the first and last months of the lease will be the portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the monthly lease charge in effect under the Contract at the time.

10. Warranty for Leased Equipment

- 10.1 Even if Canada has accepted the Leased Equipment, the Contractor warrants that, throughout the Lease Period (which is also the "Leased Equipment Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications.
- 10.2 This warranty does not apply to a specific item of Leased Equipment if the only reason that item fails to conform to the requirements of the Contract is because:
- A. Canada is negligent or does not use the Leased Equipment in accordance with the Specifications; or
 - B. electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract; or
 - C. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Leased Equipment or attaches materials to the Leased Equipment that was not designed or approved for use with the Leased Equipment by the Contractor, a subcontractor, or the manufacturer of the Leased Equipment; or

D. Canada uses consumable supplies or materials in or on the Leased Equipment that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Leased Equipment manufacturer's instructions to consumers.

10.3 The Contractor must provide Leased Equipment Maintenance Service for the Leased Equipment throughout the Leased Equipment Warranty Period. All charges and costs associated with providing the Leased Equipment Maintenance Service during the Leased Equipment Warranty Period are included in the lease rates. The Contractor must continue to provide Leased Equipment Maintenance Service for any part of the Leased Equipment that is repaired, replaced or otherwise made good as part of the Leased Equipment Maintenance Service for the remainder of the Leased Equipment Warranty Period that applied to the original item of Leased Equipment.

11. Termination of Lease for Convenience

11.1 Instead of the section of the General Conditions entitled "Termination for Convenience", this section applies to the Leased Equipment.

11.2 Despite anything contained in the Contract, Canada may terminate the lease for all or any part of the Leased Equipment at any time during the Lease Period by giving notice to the Contractor sixty (60) days in advance.

11.3 If the Contracting Authority issues a termination notice under subsection 11.2, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:

A. the monthly lease charges for the Leased Equipment, or the part of the Leased Equipment for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and

B. the lease termination charge, if one is specifically set out in the Contract.

11.4 Despite subsection 11.3, the total amount that the Contractor will be entitled to be paid in connection with the termination under subsection 11.3, together with any amounts already paid to the Contractor for the lease of the Leased Equipment, must not exceed the total Contract Price for the lease of the Leased Equipment, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

12. Risk of Loss or Damage to Leased Equipment

12.1 The Contractor agrees to bear the risk of loss of or damage to the Leased Equipment while it is being transported or installed and during the entire time the Leased Equipment is in Canada's possession, except losses or damages caused by the negligence of Canada or someone acting on Canada's behalf.

- 12.2 If the Leased Equipment is lost or damaged during the Lease Period, unless the loss or damage is caused by Canada or by someone acting on Canada's behalf, Canada is not required to make lease payments while the Contractor repairs or replaces the Leased Equipment and, at Canada's option, the Lease Period will be extended by the amount of time the Contractor takes to repair or replace the Leased Equipment. This subsection does not prevent Canada from terminating the Contract for default, if the Leased Equipment is unavailable for Fully Functional Opération for more than thirty (30) days.

13. Modifications to Leased Equipment

Canada agrees not to modify the Leased Equipment unless it obtains the Contractor's written approval, which the Contractor must not unreasonably withhold.

14. De-installation and Removal of Leased Equipment

- 14.1 The Contractor must de-install and remove the Leased Equipment promptly after the expiration or termination of the lease. If the Lease Period is different for different items of Leased Equipment, this obligation applies to each item of Leased Equipment when the lease ends. The Contractor must provide all necessary removal resources, including cranes, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the Leased Equipment from Canada's premises. All costs associated with the de-installation, removal and transportation to the Contractor's premises are included in the lease rates.
- 14.2 If the Contractor does not de-install and remove the Leased Equipment within thirty (30) days of the end or termination of the lease, at Canada's option, ownership of the Leased Equipment will automatically transfer to Canada or Canada may arrange for the de-installation and removal of the Leased Equipment, at the Contractor's cost. Canada may deduct this amount from any amount owing by Canada to the Contractor from time to time, under the Contract or otherwise.

15. Quiet Enjoyment

The Contractor guarantees that it has full power and authority to lease the Leased Equipment to Canada. The Contractor also guarantees that, during the Lease Period, if Canada is performing its obligations under the Contract, Canada will have unlimited use of the Leased Equipment without disturbance by the Contractor, or any person acting on behalf of the Contractor or who has rights granted by the Contractor, except when the Contractor is performing Leased Equipment Maintenance Service under the Contract.

16. Right to Withhold Lease Payments

If the Contractor is not carrying out all of its obligations under the Contract, Canada may, without affecting any other right that Canada may have, including the right to terminate for default, withhold the lease payments from the Contractor until the default is cured. The Contracting Authority may exercise this right by sending a notice to the Contractor that describes the default.

ANNEX "C"

PRICING SHEET

IMPORTANT: Charges or extra fees such as Design, Installation, Delivery, Monitoring Systems, Miscellaneous Parts, Dangerous Goods, Hazardous Materials, Fuel Surcharge, and Environmental Compliance must be accounted for in the unit pricing below.

1. Equipment Lease Rates

1.1 Hydrogen Tube Trailers - Lease Rate

Notes: Complete site information are in Annex "A", SOR
Quantity 1 will be used for the total price evaluation of this item

Firm Monthly Rate (\$ / month)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$	\$	\$	\$	\$

1.2 Hydrogen Bulk Packs - Lease Rate

Notes: Complete site information is included in Annex "A" SOR
Quantity 1 will be used for the total price evaluation of this item

Firm Monthly Rate (\$ / month)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$	\$	\$	\$	\$

2. Hydrogen

2.1 Pricing

Note: The estimated quantities in Annex "A" will be used for the total price evaluation of this item

Standard G-10-1 per the Compressed Gas Association (CGA) Unit Cost (\$ / scf)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$	\$	\$	\$	\$

Contractor to verify all dimensions & conditions on site and immediately notify the engineer of all discrepancies.

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project project
CPFC BULK HYDROGEN
DISTRIBUTION

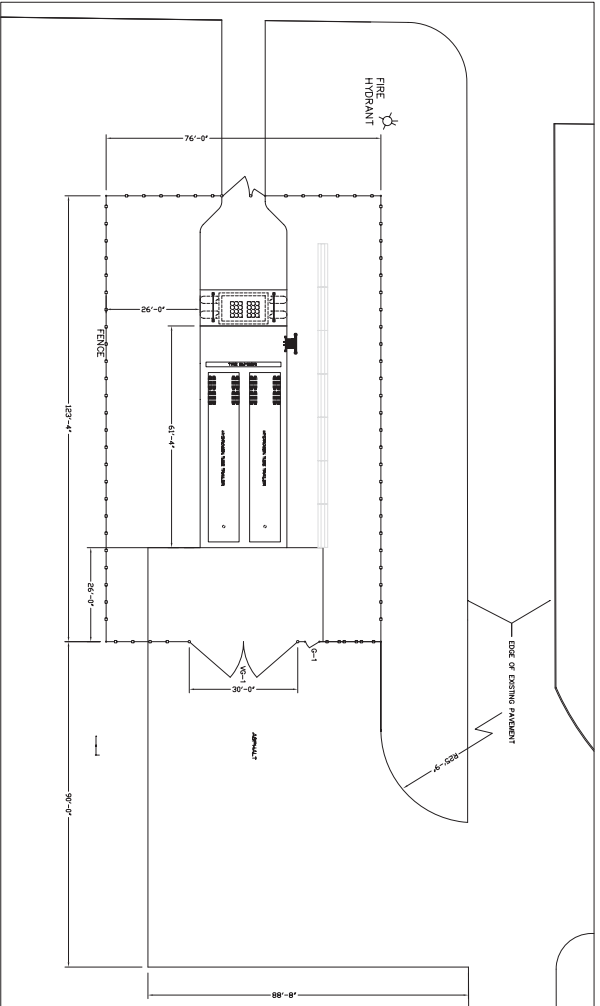
MONTREAL ROAD CAMPUS

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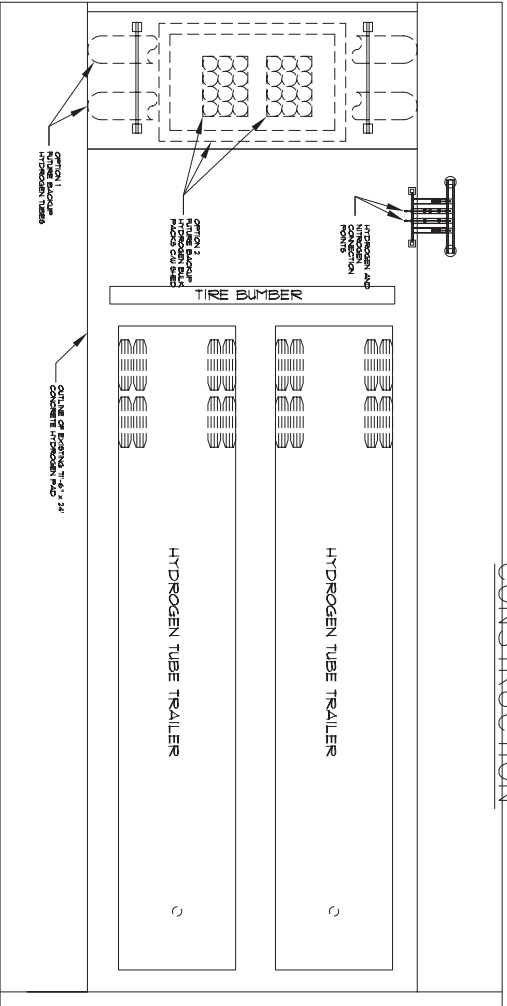
GENERAL HYDROGEN AND NITROGEN LAYOUT

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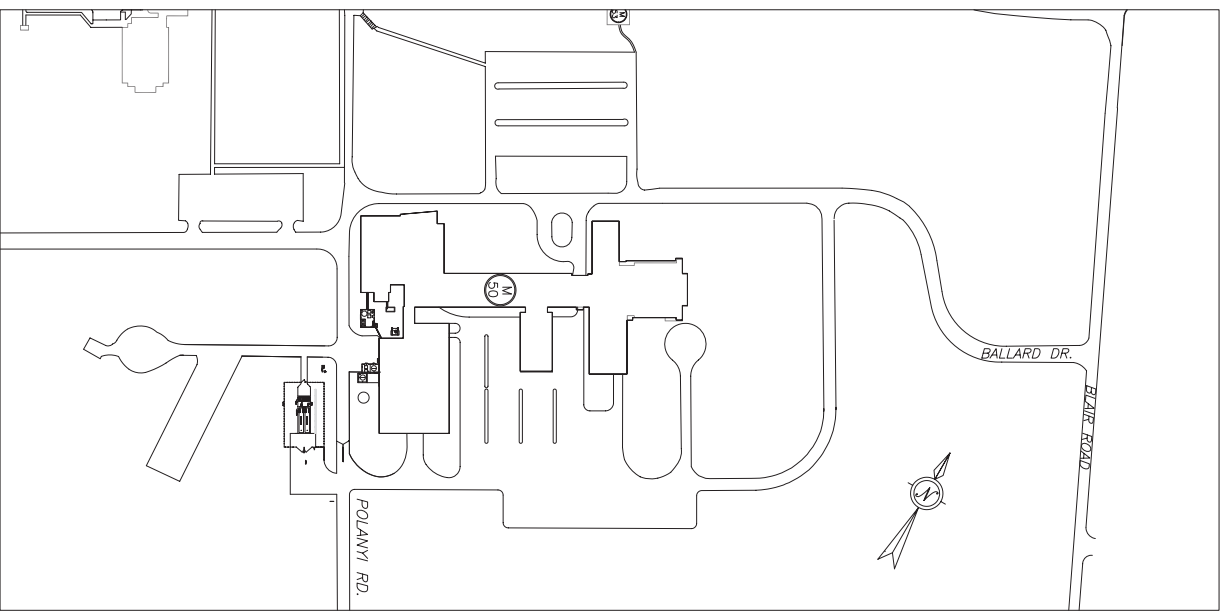
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2 HYDROGEN ENCLOSURE LAYOUT



3 PROPOSED PAD LAYOUT



1 SITE PLAN LAYOUT

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