

**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**

|  |   |
|--|---|
| <b>Title - Sujet</b><br>LIQUEFIED & SPECIALTY GASES  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>47064-145668/A   | <b>Date</b><br>2013-11-22                   |
| <b>Client Reference No. - N° de référence du client</b><br>1000315668  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HL-653-63966   |   |
| <b>File No. - N° de dossier</b><br>hl653.47064-145668  | <b>CCC No./N° CCC - FMS No./N° VME</b>      |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-01-06</b>   |   |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST  |   |
| <b>F.O.B. - F.A.B.</b><br><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><br>Boudreau, Susie   | <b>Buyer Id - Id de l'acheteur</b><br>hl653 |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-1689 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -         |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>CANADA BORDER SERVICES AGENCY<br>SCIENCE AND ENGINEERING<br><br>79 BENTLEY AVE<br>OTTAWA, ON K2E 6T7<br><br>14 COLONNADE RD<br>OTTAWA, ON K2E 7M6 |   |

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

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Line Item Detail - Détails de l'article

| Item Article | Description   | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|---|------------------|-----------------|---------|-------------------|--|------------------------------|---------------------------|
| 2            | LIQUEFIED GAS - HELIUM<br>•<br>SUPPLY THE GAS INTO CYLINDERS (DEWAR) AS NEEDED;<br>DELIVER DURING WORKING HOURS ON THE SAME DAY EVERY WEEK, OR WITHIN 24 HOURS FROM THE ORIGINAL CALL;<br>COLLECTION OF THE EMPTY CYLINDERS AFTER EACH DELIVERY.<br>•<br>LOCATIONS:<br>•<br>79 Bentley Ave (100L dewar)<br>Ottawa, ON<br>K1A 0L8<br>•<br>14 Colonade Rd (100L dewar)<br>Ottawa, ON<br>K1A 0L8 | 47064            | 47064           | 1       | Each              | \$<br>XXXXXXXXXXXXX  | See Herein                   |                           |

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Line Item Detail - Détails de l'article



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 5               | SPECIALTY GASES - HELIUM<br>(UHP 99.999%) <ul style="list-style-type: none"><li>SUPPLY THE GAS INTO CYLINDERS, AS<br/>NEEDED;<br/>DELIVER DURING WORKING HOURS<br/>WITHIN 24 HOURS FROM THE ORIGINAL<br/>CALL;<br/>COLLECTION OF THE EMPTY CYLINDERS<br/>AFTER EACH DELIVERY.</li><li>LOCATIONS:<ul style="list-style-type: none"><li>79 Bentley Ave<br/>Ottawa, ON<br/>K1A 0L8</li><li>14 Colonade Rd<br/>Ottawa, ON<br/>K1A 0L8</li></ul></li></ul> | 47064                  | 47064                 | 1          | Each                 | \$XXXXXXXXXXXX  | See Herein                      |                              |



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 6               | SPECIALTY GASES - NITROGEN<br>(UHP 99.999%) <ul style="list-style-type: none"><li>SUPPLY THE GAS INTO CYLINDERS, AS<br/>NEEDED;<br/>DELIVER DURING WORKING HOURS<br/>WITHIN 24 HOURS FROM THE ORIGINAL<br/>CALL;<br/>COLLECTION OF THE EMPTY CYLINDERS<br/>AFTER EACH DELIVERY.</li><li>LOCATIONS:<ul style="list-style-type: none"><li>79 Bentley Ave<br/>Ottawa, ON<br/>K1A 0L8</li><li>14 Colonade Rd<br/>Ottawa, ON<br/>K1A 0L8</li></ul></li></ul> | 47064                  | 47064                 | 1          | Each                 | \$XXXXXXXXXXXX  | See Herein                      |                              |



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 7               | SPECIALTY GASES - OXYGEN<br>(UHP 99.994%) <ul style="list-style-type: none"><li>SUPPLY THE GAS INTO CYLINDERS, AS<br/>NEEDED;<br/>DELIVER DURING WORKING HOURS<br/>WITHIN 24 HOURS FROM THE ORIGINAL<br/>CALL;<br/>COLLECTION OF THE EMPTY CYLINDERS<br/>AFTER EACH DELIVERY.</li><li>LOCATIONS:<ul style="list-style-type: none"><li>79 Bentley Ave<br/>Ottawa, ON<br/>K1A 0L8</li><li>14 Colonade Rd<br/>Ottawa, ON<br/>K1A 0L8</li></ul></li></ul> | 47064                  | 47064                 | 1          | Each                 | \$XXXXXXXXXXXX  | See Herein                      |                              |





| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 8               | SPECIALTY GASES - METHANE<br>(UHP 99.97%) <ul style="list-style-type: none"><li>SUPPLY THE GAS INTO CYLINDERS, AS<br/>NEEDED;<br/>DELIVER DURING WORKING HOURS<br/>WITHIN 24 HOURS FROM THE ORIGINAL<br/>CALL;<br/>COLLECTION OF THE EMPTY CYLINDERS<br/>AFTER EACH DELIVERY.</li><li>LOCATIONS:<ul style="list-style-type: none"><li>79 Bentley Ave<br/>Ottawa, ON<br/>K1A 0L8</li><li>14 Colonade Rd<br/>Ottawa, ON<br/>K1A 0L8</li></ul></li></ul> | 47064                  | 47064                 | 1          | Each                 | \$XXXXXXXXXXXX  | See Herein                      |                              |

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Solicitation No. - N° de l'invitation

47064-145668/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl653

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

1000315668

File No. - N° du dossier

hl65347064-145668

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. **Security Requirement**

There is no security requirement associated with this bid solicitation.

### 2. **Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses and the attached Annex A and B.

### 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.

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## 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.

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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. First Delivery

While the first delivery is requested within five (5) calendar days from the effective date of the contract, the best delivery that could be offered is \_\_\_\_\_.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Bidders must submit one (1) copy of the solicitation document, duly completed and signed.

Bidders must provide prices for all gases and all the supply periods listed in Annex A and B.

Prices must appear in the pricing schedule only, Annex A for liquefied gases and Annex B for specialty gases. 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.

#### 1.1 Financial

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.

##### 1.1.1 Unit Price for Liquefied gases (per liter)

The unit price for the liquefied gases is per liter and includes the cost of the delivery, the collection and the rental fees of the cylinders (dewars).

##### 1.1.2 Unit Price for Specialty gases (per cubic meter)

The unit price for the specialty gases is per cubic meter (m3) and includes the cost of the delivery, the collection and the rental fees of the cylinders.

#### 1.2 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

#### 1.3 Certifications

Bidders must submit the certifications required under Part 5.

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## 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) Inspection requirement;
- (d) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (e) Completion of the solicitation.

#### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

##### 1.2.1 Evaluation Criteria - Financial

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

- (a) Compliance with proposed pricing methods;
- (b) 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 lowest aggregate price will be determined by calculating the estimated consumption, times the unit price quoted for each of the supply periods, for a total of all the items.

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## 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](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](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](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 Work

The Contractor must provide the items detailed under the "Line Item Detail";

The Contractor must ensure that all gases are available at all times for the Canada Border Services Agency's needs;

The delivery must be made during working hours between 8h00 a.m. to 4h00 p.m Monday to Friday, on the same day every week, or within 24 hours from the original call;

The contractor must collect the empty cylinders after each delivery;

The Contractor must provide a copy of the delivery slip at the time of delivery. The slip is to be left with the shipper/receiver at 79 Bentley avenue or 14 Colonnade road.

#### 2.1 Supply of Gases

The Contractor agrees to provide, deliver and sell to Canada, as needed, all gases specified in Annexes A and B, in accordance with the terms of the contract and that the total cumulative quantity supplied, does not exceed the "Total Estimated Consumption" for each of the periods of all gases.

Canada shall have an option to purchase, during the contract period, all additional requirements for gas, those listed in Annexes A and B, which may be required by the Canada Border Services Agency. This option will be exercised by means of a written request by the Contracting Authority. All terms and conditions of the contract, including price, will apply to this option.

#### 2.2 Quantity of Gase

The Contractor hereby acknowledges and agrees that the estimated consumptions specified in Annexes A and B are estimates only, constituting an approximation made in good faith of the potential requirements of Canada. Such estimates neither express nor imply any obligation on the part of Canada to accept or purchase such quantities or any quantity whatsoever. Canada shall have the right to accept delivery only in such quantity as is actually ordered.

#### 2.3 Loss of gases

Loss of gases due to failure of supplier equipment, shall be at the contractor's expense.

### 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.

### 4. Term of Contract

#### 4.1 Period of the Contract (2 years)

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

#### 4.2 First Delivery

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the Contract.



#### 4.3 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.**

#### 4.4 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional periods of one (1) year each, 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (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.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Susie Boudreau**

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: 819-956-1689

Facsimile: 819-956-5227

E-mail address: Susie.boudreau@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

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: Canada Border Services Agency

Address: 79 Bentley Ave, Ottawa, ON, K2E 6T7

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 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 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 the Annexes A and B, for a total cost of \$ \_\_\_\_\_ CAD. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 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).

The distribution unit and unit price shown on the contractor's invoice must be in accordance with those listed in Annexes A and B.

## 8. Certifications

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 \_\_\_\_\_.

**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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Statement of Work;
- (d) Annex A and B - Pricing Schedule for Liquefied and Specialty Gases;
- (e) Basis of Payment;
- (f) 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  |
| 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 herein 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 to Canadian Border Services Agency, 79 Bentley avenue, Ottawa, ON and 14 Colonnade, Ottawa, ON, 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 applicable taxes.

**ANNEX A****PRICING SCHEDULE FOR THE LIQUEFIED GASES****Item No. 001 - Argon**

| <b>Description</b>  |                       |   |  |
|---|-----------------------|---|--|
| Supply of the gas into cylinders (Dewar) when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON (230L) / 14 Colonnade Road, Ottawa, ON (230L) |                       |   |  |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption (in liter)</b> | <b>Price per liter, DDP delivered into dewar, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 7800  | \$ _____   |
| 2015 / 2016   | Period Two            | 7800  | \$ _____   |
| 2016 / 2017   | Option Period One     | 7800  | \$ _____   |
| 2017 / 2018   | Option Period Two     | 7800  | \$ _____   |
| 2018 / 2019   | Option Period Three   | 7800  | \$ _____   |

**Item No. 002 - Helium**

| <b>Description</b>  |                       |   |  |
|---|-----------------------|---|--|
| Supply of the gas into cylinders (Dewar) when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON (100L) / 14 Colonnade Road, Ottawa, ON (100L) |                       |   |  |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption (in liter)</b> | <b>Price per liter, DDP delivered into dewar, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 200   | \$ _____   |
| 2015 / 2016   | Period Two            | 200   | \$ _____   |
| 2016 / 2017   | Period Three          | 200   | \$ _____   |
| 2017 / 2018   | Option Period One     | 200   | \$ _____   |
| 2018 / 2019   | Option Period Two     | 200   | \$ _____   |

**ANNEX A****PRICING SCHEDULE FOR THE LIQUEFIED GASES****Item No. 003 Nitrogen (low pressure)**

| <b>Description</b>   |                       |   |  |
|--|-----------------------|---|--|
| Supply of the gas into cylinders (Dewar) when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON (230L) / 14 Colonnade Road, Ottawa, ON (25L) |                       |   |  |
| <b>Delivery Period</b>   | <b>Referred to as</b> | <b>Total Estimated Consumption (in liter)</b> | <b>Price per liter, DDP delivered into dewar, GST/HST excluded</b> |
| 2014/ 2015   | Period One            | 11960   | \$ _____   |
| 2015 / 2016  | Period Two            | 11960   | \$ _____   |
| 2016 / 2017  | Option Period One     | 11960   | \$ _____   |
| 2017 / 2018  | Option Period Two     | 11960   | \$ _____   |
| 2018 / 2019  | Option Period Three   | 11960   | \$ _____   |

**ANNEX B****PRICING SCHEDULE FOR THE SPECIALTY GASES****Item No. 004 Argon UHP 99.999%**

| <b>Description</b>  |                       |   |   |
|---|-----------------------|---|---|
| Supply of the gas into cylinders when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON / 14 Colonnade Road, Ottawa, ON |                       |   |   |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption in Cubic meter (m<sup>3</sup>)</b> | <b>Price per m<sup>3</sup>, DDP delivered into cylinder, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 16  | \$ _____  |
| 2015 / 2016   | Period Two            | 16  | \$ _____  |
| 2016 / 2017   | Period Three          | 16  | \$ _____  |
| 2017 / 2018   | Option Period One     | 16  | \$ _____  |
| 2018 / 2019   | Option Period Two     | 16  | \$ _____  |

**Item No. 005 Helium UHP 99.999%**

| <b>Description</b>  |                       |   |   |
|---|-----------------------|---|---|
| Supply of the gas into cylinders when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON / 14 Colonnade Road, Ottawa, ON |                       |   |   |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption in Cubic meter (m<sup>3</sup>)</b> | <b>Price per m<sup>3</sup>, DDP delivered into cylinder, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 2496  | \$ _____  |
| 2015 / 2016   | Period Two            | 2496  | \$ _____  |
| 2016 / 2017   | Period Three          | 2496  | \$ _____  |
| 2017 / 2018   | Option Period One     | 2496  | \$ _____  |
| 2018 / 2019   | Option Period Two     | 2496  | \$ _____  |

**ANNEX B****PRICING SCHEDULE FOR THE SPECIALTY GASES****Item No. 006 Nitrogen UHP 99.999%**

| <b>Description</b>  |                       |   |   |
|---|-----------------------|---|---|
| Supply of the gas into cylinders when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON / 14 Colonnade Road, Ottawa, ON |                       |   |   |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption in Cubic meter (m<sup>3</sup>)</b> | <b>Price per m<sup>3</sup>, FOB delivered into cylinder, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 96  | \$ _____  |
| 2015 / 2016   | Period Two            | 96  | \$ _____  |
| 2016 / 2017   | Period Three          | 96  | \$ _____  |
| 2017 / 2018   | Option Period One     | 96  | \$ _____  |
| 2018 / 2019   | Option Period Two     | 96  | \$ _____  |

**Item No. 007 Oxygen UHP 99.994%**

| <b>Description</b>  |                       |   |   |
|---|-----------------------|---|---|
| Supply of the gas into cylinders when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON / 14 Colonnade Road, Ottawa, ON |                       |   |   |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption in Cubic meter (m<sup>3</sup>)</b> | <b>Price per m<sup>3</sup>, FOB delivered into cylinder, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 32  | \$ _____  |
| 2015 / 2016   | Period Two            | 32  | \$ _____  |
| 2016 / 2017   | Period Three          | 32  | \$ _____  |
| 2017 / 2018   | Option Period One     | 32  | \$ _____  |
| 2018 / 2019   | Option Period Two     | 32  | \$ _____  |

**ANNEX B****PRICING SCHEDULE FOR THE SPECIALTY GASES****Item No. 008 Methane UHP 99.97%**

| <b>Description</b>  |                       |   |   |
|---|-----------------------|---|---|
| Supply of the gas into cylinders when requested by Canada Border Services Agency at the following sites:<br>79 Bentley Avenue, Ottawa, ON / 14 Colonnade Road, Ottawa, ON |                       |   |   |
| <b>Delivery Period</b>  | <b>Referred to as</b> | <b>Total Estimated Consumption in Cubic meter (m<sup>3</sup>)</b> | <b>Price per m<sup>3</sup>, FOB delivered into cylinder, GST/HST excluded</b> |
| 2014/ 2015  | Period One            | 8.3   | \$ _____  |
| 2015 / 2016   | Period Two            | 8.3   | \$ _____  |
| 2016 / 2017   | Period Three          | 8.3   | \$ _____  |
| 2017 / 2018   | Option Period One     | 8.3   | \$ _____  |
| 2018 / 2019   | Option Period Two     | 8.3   | \$ _____  |