

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> LIQUID ARGON AND STORAGE TANK RENTA	
<b>Solicitation No. - N° de l'invitation</b> H4005-145682/A	<b>Date</b> 2015-06-10
<b>Client Reference No. - N° de référence du client</b> H4005-145682	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-420-67479	
<b>File No. - N° de dossier</b> hl420.H4005-145682	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-07-21</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dumm, Jennifer	<b>Buyer Id - Id de l'acheteur</b> hl420
<b>Telephone No. - N° de téléphone</b> (819) 956-9675 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF HEALTH ED.LONGUEUIL 1001 ST LAURENT OUEST LONGUEUIL Quebec J4K1C7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

Solicitation No. - N° de l'invitation

H4005-145682/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl420H4005-145682

Buyer ID - Id de l'acheteur

hl420

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

H4005-145682

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h1420. H4005-145682

Buyer ID - Id de l'acheteur  
h1420  
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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement - Bid

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

### 1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Prices must appear in the Annex C – Pricing Schedule 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 Bid**

Bidders must submit one copy of the tender document in its entirety, duly completed and signed.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **3.1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

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

##### 4.1.1.1 Mandatory Technical Criteria

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

Bidders are to indicate their compliance to the following mandatory criteria:

- a) The goods and services offered conform to all aspects of the requirements detailed in this bid solicitation;
- b) The Contractor will supply and install all fittings, adapters and accessories required for the storage tank to be in a fully operational mode, at no extra charge to Canada;
- c) The Contractor will take measure to ensure that the gas supply to the laboratories is maintained during the installation of the Storage Tank;
- d) The Contractor will have a system in place, off-site at the Contractor's facility, to remotely monitor the level of Argon in the storage tank;
- e) Tank trucks will be equipped with meters which produce delivery slips either printed or hand written; and
- f) Loss of gasses due to failure of supplier equipment will be at the Contractor's expense.

Failure to meet any of the mandatory criteria as stated above will result in your bid being declared as non-responsive.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) Prices quoted for each Supply Period will remain firm for the duration of the Contract, including Option Years; and
- c) The Bidders' financial bid must be in accordance with the Basis of Payment; and
- d) Bidders must provide a bid for each item and supply period in order to be considered.

### 4.2 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 aggregate price will be calculated by adding the following:

- a) Cost of the requirement as stated in Annex "C" for item 001. This will be calculated by multiplying the quoted price by the total estimated consumption for each Supply Period, including the Option periods.
- b) Monthly tank rental price stated in Annex "C" for item 002. This will be calculated by multiplying the quoted price by the number of months per Supply Period, including the Option periods.

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## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Precedent to Contract Award

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

#### 5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 5.1.2 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 Employment and Social Development Canada (ESDC) - 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" list at the time of contract award.

#### 5.1.3 Product Certification

The Bidder certifies that all goods proposed conform to the requirement detailed in Annex "B" Statement of Work.

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Signature

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Date

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Requirement - Contract

- 1) The supply, installation, rental, maintenance and removal of one (1) contractor owned storage tank, with required auxiliary equipment, as per Annex "B" Statement of Work and "Annex C" Pricing Schedule, for Health Canada Laboratories, 1001 St-Laurent Street West, Longueuil Quebec.
- 2) To supply bulk liquid argon, estimated annual consumption 2700 litres, as per Annex "B" Statement of Work and "Annex C" Pricing Schedule.

#### 6.2.1 Supply of Gases

The contractor agrees to supply, deliver and sell to Canada during the period and in accordance with the terms of the contract, the Bulk Liquid Argon provided the total cumulative quantity of Liquid Argon supplied does not exceed the "Total Estimated Consumption" of each supply period as specified in Annex C.

The Contractor grants to Canada the irrevocable option to purchase during the Contract period any additional quantities of Liquid Argon which may be required by Health Canada under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

#### 6.2.2 Quantity of Gas

The contractor hereby acknowledges and agrees that the "Total Estimated Consumption" specified in Annex "C" 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.

#### 6.2.3 Loss of Gas

Loss of gas due to failure of supplier equipment shall be at the Contractor's expense.

#### 6.2.4 Contractor Owned Storage Tank

The Contractor warrants that the tank supplied under this contract when installed is in good working order. The Contractor, at his own expense, shall make any necessary adjustments, repairs or replacements to maintain the tank in good working order for the duration of the contract. The Contractor shall replace, without charge to Canada, any product lost as a result of any deficiencies present in the tank when installed or when conducting preventive maintenance during the life of the contract.

Except as otherwise provided, there shall be no additional charges for:

- (a) maintenance, regardless of when performed;
- (b) replacement parts, unless such parts are required due to the fault or negligence of the Government.

Any changes to the supplier owned equipment shall not interfere with nor interrupt delivery of the requirement of Bulk Liquid Argon.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

2010A (2014-11-27) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.3.2 Supplemental General Conditions**

Supplemental General Conditions: Leased Equipment Transactions

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the contract is comprised of the following supply periods:

- a) Supply Period A - from date of contract award to 31 March 2016 inclusive;
- b) Option Period 1 - 1 April 2016 to 31 March 2017;
- c) Option Period 2 - 1 April 2017 to 31 March 2018;
- d) Option Period 3 - 1 April 2018 to 31 March 2019;
- e) Option Period 4 - 1 April 2019 to 31 March 2020.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one year periods 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 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.

### **6.4.3 Delivery of Tank**

The delivery of the storage tank will take place \_\_\_\_\_ calendar days after contract award.

### **6.4.4 Commissioning Time**

It will take \_\_\_\_\_ calendar days to install the storage tank and associated equipment in a fully operational mode.

### **6.4.5 Urgent Services Request**

Urgent service requests must be delivered within 24 hours of the initial request from Health Canada.

### **6.4.6 Delivery of Gas**

The Contractor is to ensure that there is no interruption of product available to the client. Delivery must be made outside of office hours. The Contractor must ensure that the Storage Tank level does not go below 35% of the tanks capacity. If the argon level in the storage tank falls below 35% or empties completely there is a risk of damage to equipment in the laboratories. The Contractor must have a remote monitoring system to monitor the level of the Storage Tank

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Jennifer Dumm, 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

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Gatineau, QC K1A 0S5  
Telephone: 819-956-9675 Facsimile: 819-956-5227  
E-mail address: Jennifer.Dumm@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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Supervisor, Real Property Management  
Health Canada  
1001 St. Laurent St. W., Longueuil QC  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

#### Evaluation Stage

The Contractor is to provide the name and telephone number of a contact point for follow up inquiries by PWGSC.

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

#### Contract Stage

The Contractor shall provide the name and telephone number of a contact point for follow up inquiries by PWGSC after contract award.

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

#### Name and telephone number of qualified person able to respond to any emergency regarding the contractor-furnished equipment and product:

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

#### Name and telephone number of Product Dispatcher:

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

#### Name and telephone number of local service personnel:

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**6.5.4 Supplier's Hours of Work**

Weekdays: \_\_\_\_\_

Weekends and Statutory Holidays: \_\_\_\_\_

**6.6 Payment****6.6.1 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 Annex "C" for a cost of \$ \_\_\_\_\_ CAD. Customs duties are included, and Applicable Taxes are extra.

**6.6.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

**6.6.3 Terms of Payment**

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

**6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the address below, and one copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**Invoices must be sent to P2P.East.Invoices-Factures.Est@hc-sc.gc.ca.**

The Contract number as well as the organization code number 3100 must be included on all invoices.

**6.8 Certifications****6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

**6.9 Applicable Laws**

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

**6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2010A (2014-11-27) Goods (Medium Complexity);
- (c) Annex A, Supplemental General Conditions: Leased Equipment Transactions;
- (d) Annex B, Statement of Work;
- (e) Annex C, Pricing Schedule; and
- (f) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ or, as amended on \_\_\_\_\_.

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**6.11 Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

**6.12 Shipment of Hazardous Products**

The Contractor must label and ship goods falling within the [Hazardous Products Act](#), R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

**6.13 Dangerous Goods / Hazardous Products - Labeling and Packaging Compliance**

1. The Contractor must ensure proper labeling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labeling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

**6.14 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 Work 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.

**6.15 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**6.16 Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid to Department of Health Canada Laboratories, 1001 St. Laurent Street West, Longueuil, QC, 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.

## **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

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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

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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

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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.

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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. Relocation of Leased Equipment**

Canada may, at its option and cost, relocate the Leased Equipment within the facility where the Leased Equipment is in use or to another facility, using the moving resources of its choice. Any relocation in no way affects the Contractor's warranty or its obligation to provide Leased Equipment Maintenance Service for the Leased Equipment, unless the Contractor can demonstrate that the relocation is directly responsible for the failure or malfunction of the Leased Equipment. In that case, Canada will be responsible for repairing any damage caused by the relocation, or for paying the Contractor to repair that damage, and the remainder of the Contractor's warranty and maintenance obligations will remain in effect.

## **15. De-installation and Removal of Leased Equipment**

15.1 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.

15.2 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.

## **16. 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

Solicitation No. - N° de l'invitation  
H4005-145682/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

h1420

Client Ref. No. - N° de réf. du client  
H4005-145682

File No. - N° du dossier  
h1420. H4005-145682

CCC No./N° CCC - FMS No./N° VME

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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.

**17. 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.

**Health Canada**

**STATEMENT OF WORK**

**REQUIREMENT**

This requirement is for the supply of bulk Liquid Argon grade 99.998% and the installation, rental and maintenance of one (1) 700 litre contractor owned storage tank, with fittings and accessories for the Department of Health Canada Laboratories, 1001 St-Laurent Street West, Longueuil, Quebec.

**DELIVERY**

- a. The Contractor is to ensure that there is no interruption of product available to Health Canada. Delivery is to be made outside office hours, between 4:30 pm and 8:00 am, Monday to Friday and weekends. Urgent service requests will be delivered within 24 hours.
- b. Health Canada will provide the Contractor access to a locked box located outside of the loading dock from where the reservoir can be filled.
- c. Tank trucks must be equipped with meters which produce delivery slips. Delivery slips may be either printed or handwritten. The slip is to be left at the site at the time of delivery as per Health Canada's instructions.
- d. To ensure continuity of operations, the Contractor must have a system in place, off-site at the Contractor's facility, to remotely monitor the reservoirs' Argon level to ensure that the level does not go below 35% of the tanks capacity.

**INSTALLATION OF THE STORAGE TANK**

- a. The Contractor must take measures to ensure the gas supply to the laboratories is maintained during the installation of the storage tank.
- b. Storage Tank and equipment must meet current industry standards.
- c. The space allotted for the Contractor owned storage tank measures 50'' x 50''.

**MAINTENANCE OF THE CONTRACTOR OWNED STORAGE TANK**

- a. The Contractor will be responsible for inspections and routine maintenance of the equipment and the storage tank, for the duration of the contract, in accordance with current industry standards.
- b. The Contractor shall maintain the supply systems in good working order.
- c. The Contractor will respond to and repair supply system malfunctions within 24 hours of notification.
- d. The Contractor shall replace, without charge to the client, any product lost as a result of any deficiencies present in the tank when installed or when conducting preventive maintenance during the life of the contract.

**REPORTS**

The Contractor shall provide reports upon request that state historical consumption.

**ANNEX "C"**

**PRICING SCHEDULE**

<b>Item No. 001</b>		
<b>Description</b>		
The supply and delivery of bulk liquid argon, 99.998% purity, to the following address: 1001 St. Laurent Street West, Longueuil Quebec		
<b>Supply Period</b>	<b>Total Estimated Quantity (per litre)</b>	<b>Price per litre, DDP delivered into tank at destination GST/QST excluded</b>
date of Contract award to 31 March 2016	2,700	\$ _____
Option period 1 1 April 2016 to 31 March 2017	2,700	\$ _____
Option period 2 1 April 2017 to 31 March 2018	2,700	\$ _____
Option period 3 1 April 2018 to 31 March 2019	2,700	\$ _____
Option period 4 1 April 2019 to 31 March 2020	2,700	\$ _____

<b>Item No. 002</b>		
<b>Description</b>		
Monthly rental fees for one (1) storage tank (capacity 700 litres), complete with all fittings, adapters and accessories in relation to the installation of the contractor owned storage tank at the above address. Contractor is responsible for installation, removal (at end of contract) and maintenance of the storage tank.		
<b>Supply Period</b>	<b>Duration</b>	<b>Firm Monthly Charge GST/HST excluded</b>
date of Contract award to 31 March 2016	estimated at 9 months	\$ _____
Option period 1 1 April 2016 to 31 March 2017	12 months	\$ _____
Option period 2 1 April 2017 to 31 March 2018	12 months	\$ _____
Option period 3 1 April 2018 to 31 March 2019	12 months	\$ _____
Option period 4 1 April 2019 to 31 March 2020	12 months	\$ _____

**ANNEX "D"**

**Pictures of Storage Tank Installation Area**



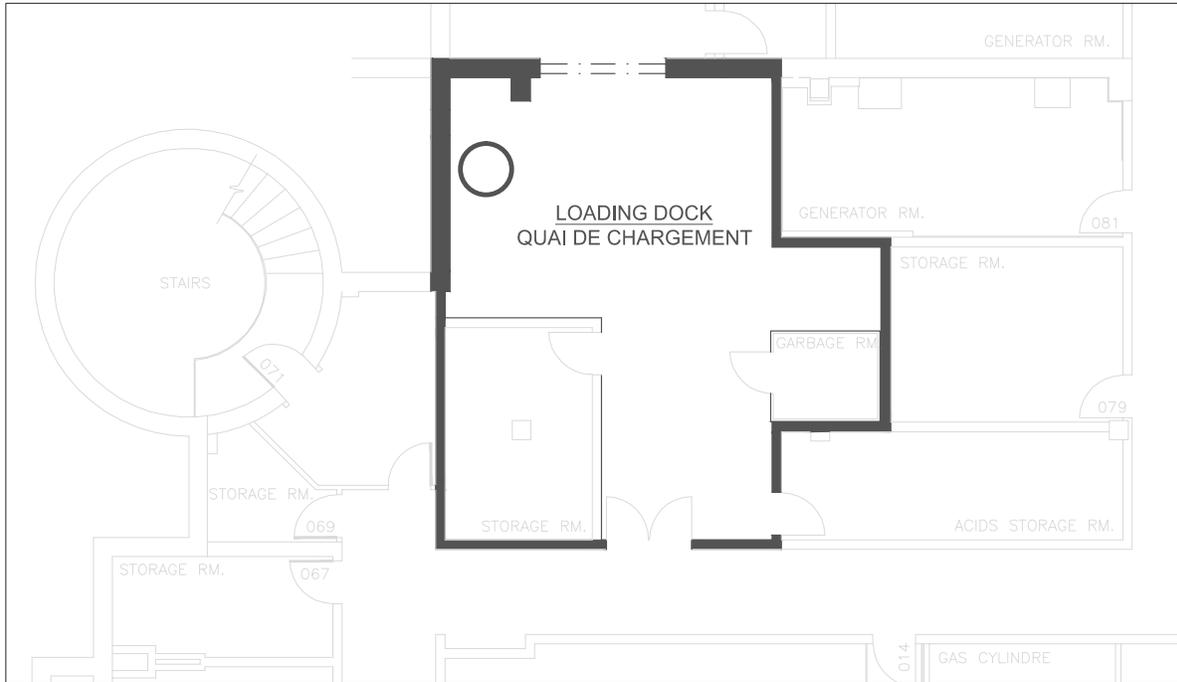
Tank filling box located outside loading dock

location of tank inside loading dock in relation to exterior tank filling box

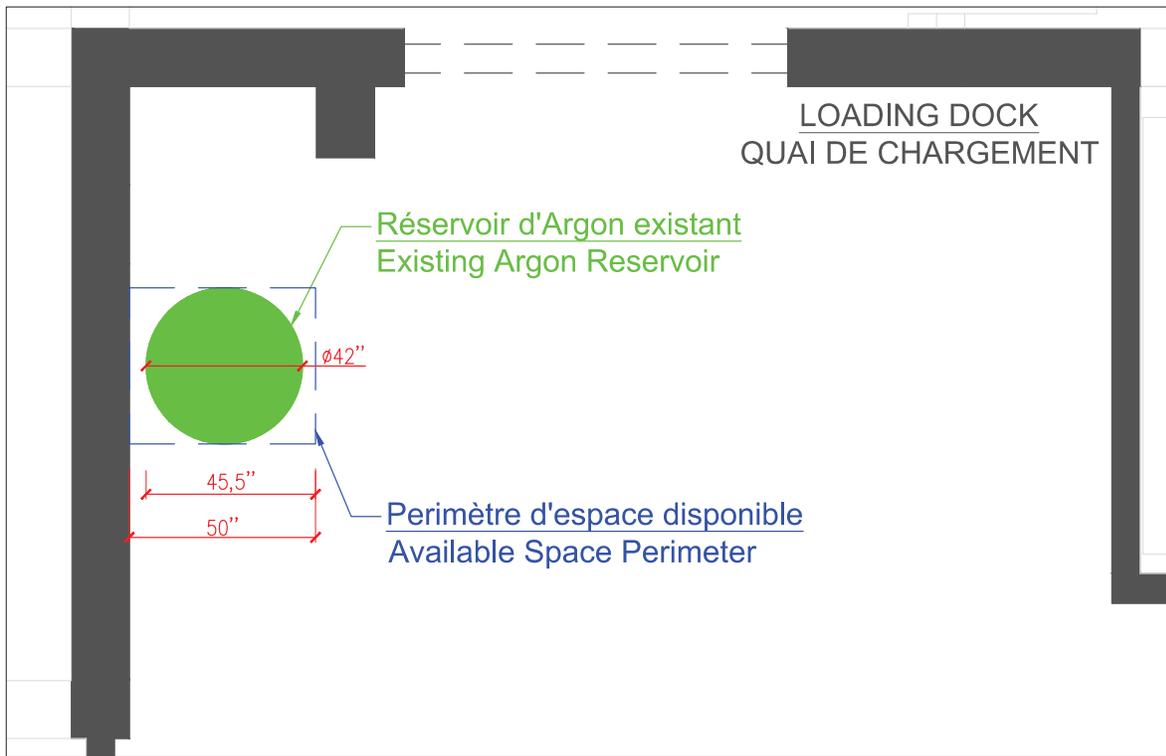


location of tank inside loading dock





Sous-Sol | Basement



Détails d'emplacement | Localisation Details