



**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

Title - Sujet BULK OXYGEN, NITROGEN & TANK RENTAL	
Solicitation No. - N° de l'invitation 23375-160778/A	Date 2015-11-26
Client Reference No. - N° de référence du client 23375-160778	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-420-68472	
File No. - N° de dossier hl420.23375-160778	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-06	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dumm, Jennifer	Buyer Id - Id de l'acheteur hl420
Telephone No. - N° de téléphone (819) 956-9675 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 1 HAANEL DR. OTTAWA Ontario K1A1M1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

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23375-160778/A
Client Ref. No. - N° de réf. du client
23375-160778

Amd. No. - N° de la modif.
File No. - N° du dossier
hl420.23375-160778

Buyer ID - Id de l'acheteur
hl420
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

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

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 (2015-0703) 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 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.

2.5 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1 Haanal Drive, Ottawa, Ontario on 16 December 2015. The site visit will begin at 10:00 am EST, at the Guardhouse.

Bidders must communicate with the Contracting Authority by close of business on 14 December 2015 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required **may** not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.2 Delivery

Delivery must be made within 48 hours of individual call-ups. Specific requirements shall be called up in writing or by telephone by Natural Resources Canada.

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.

- a) The Bidder must provide documentation with their bid showing how they meet the mandatory requirements detailed in Annex "B"; and
- b) The goods and services offered conform to all aspects of the requirements detailed in this bid solicitation; and
- c) 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; and
- d) Tank trucks will be equipped with meters which produce delivery slips either printed or hand written; and
- e) Loss of gasses due to failure of supplier equipment will be at the Contractor's expense.

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 Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment; and
- c) To be considered, a bid must contain an offer for all items in this solicitation.

4.1.3 Evaluation of Price

The aggregate price will be calculated by adding the following:

- a) Cost of the requirement as stated in Annex "C" for items 001 and 006. This will be calculated by multiplying the quoted price for each Supply Period, including the Option periods, by the total estimated consumption for each period.
- b) Monthly facility price stated in Annex "C" for item 002, 003, 004, 005, 007, 008, 009, and 010. This will be calculated by multiplying the quoted price by the number of months per Supply Period, including the Option periods.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory 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.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process

5.1.2 Product Certification

The Bidder certifies that all goods proposed conform to the specifications detailed under the "Line Item Detail".

Signature

Date

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- a) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- b) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

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, rental, maintenance, installation and removal of one (1) contractor owned bulk liquid nitrogen supply system and one (1) contractor owned bulk oxygen supply system, including storage tanks, controls, transmitters, and vaporizers, with required auxiliary equipment, as per Annex "B" Statement of Work and "Annex C" Pricing Schedule, for Natural Resources Canada, CanmetENERGY, Bldg 4, Bells Corners, Ottawa Ontario.
- 2) To supply bulk liquid nitrogen and bulk liquid oxygen, as and when ordered by Natural Resources Canada, CanmetENERGY. The estimated annual consumption of liquid nitrogen is 16000 m³, and the estimated annual consumption of liquid oxygen is 14000 m³, 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 Liquid Nitrogen and Liquid Oxygen provided the total cumulative quantity of each gas 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 Nitrogen and Liquid Oxygen which may be required by Natural Resources 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 Annexes "B" and "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 Equipment

The Contractor warrants that the equipment 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 equipment 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 equipment 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 Liquid Nitrogen and/or Liquid Oxygen.

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 (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from 1 March 2016 to 31 March 2018 inclusive.

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 three 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 Date

All deliverables must be installed and ready for operation on or before 1 March 2016. The delivery of all equipment will take place _____ calendar days after contract award.

6.4.4 Commissioning Time

It will take _____ calendar days to install all equipment in a fully operational mode.

6.4.5 Delivery of Gas

Delivery must be made within 48 hours of individual call-ups. Specific requirements shall be called up in writing or by telephone by Natural Resources Canada. Printed metered slips or standard commercial delivery slips indicating amount of liquid nitrogen and/or liquid oxygen supplied must be provided at time of delivery.

6.4.6 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.**

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
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 Technical Authority

The Technical Authority for the Contract is:

Name:
Title: Research Engineer
Organization: Natural Resources Canada, CanmetENERGY
Address: 1 Haanel Drive, Ottawa ON
Telephone:
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.

6.5.2 Contractor's Representative

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: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), 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 Contracting Authority identified under the section entitled "Authorities" of the Contract.

It is a requirement of this Contract that the Contractor **USE ONLY ONE** of the following invoicing methods:

- (1) Facsimile to: 1-877-947-0987 (use highest quality settings)
- (2) Email to: Invoicing-Facturation@NRCan-RNCan.gc.ca (PDF only)

Invoices must reference the Contract Serial Number

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) Annex A, Supplemental General Conditions: Leased Equipment Transactions;
- (c) the General Conditions 2010A (2015-09-03) Goods (Medium Complexity);
- (d) Annex B, Statement of Work;
- (e) the Contractor's bid dated _____, as clarified on _____, or as amended on _____.

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 Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of 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 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered: DDP Delivered Duty Paid to Natural Resources Canada, CanmetENERGY, 1 Haanal Drive, Bldg 4, Ottawa, Ontario, 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 resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Canada's on-site representative with written notification that the Leased Equipment is Ready for Use.
- 5.2 The Contractor must supply all materials required to complete the assembly, installation, integration of the Leased Equipment at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.
- 5.3 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.
- 5.4 All costs associated with the Work described in this section are included in the rate of the Leased Equipment.

6. Leased Equipment Documentation

- 6.1 The Contractor must provide to Canada the same Leased Equipment Documentation that it provides to other purchasers of similar Leased Equipment, and must include all supplements and revisions to the Leased Equipment Documentation effective up to the Delivery Date. The Leased Equipment Documentation must at least include all the documentation available to consumers from the manufacturer of the Leased Equipment about the technical specifications of the Leased Equipment, and operating instructions.
- 6.2 The Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to allow Canada to use the Leased Equipment.
- 6.3 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to permit Canada, or someone authorized by Canada, to maintain and repair the Leased Equipment properly, and to test it for that purpose.
- 6.4 The Contractor must deliver the Leased Equipment Documentation to Canada with the Leased Equipment. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Leased Equipment Documentation with each item of Leased Equipment.
- 6.5 If there are changes to the Leased Equipment during the contract period, the Contractor must update the Leased Equipment Documentation, at no additional cost to Canada. The Contractor must provide these updates within ten (10) days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Leased Equipment, any new feature(s) added, and any necessary installation instructions.

- 6.6 Despite anything in the General Conditions concerning copyright, the copyright in the Leased Equipment Documentation will not be owned or transferred to Canada. However, Canada has the right to use the Leased Equipment Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Leased Equipment, as long as Canada includes any copyright and proprietary right notices that are part of the original document.
- 6.7 Unless provided otherwise in the Contract, the Leased Equipment Documentation must be delivered in both English and French. If the Contract provides that the Leased Equipment Documentation is only required to be provided in one of Canada's official languages, Canada has the right to translate it or have it translated for its own use. Canada owns any translation and is not required to provide it to the Contractor. Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

7. Acceptance

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

8. Ownership of Leased Equipment

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

9. Lease Period

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

10. Warranty for Leased Equipment

- 10.1 Even if Canada has accepted the Leased Equipment, the Contractor warrants that, throughout the Lease Period (which is also the "Leased Equipment Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications.
- 10.2 This warranty does not apply to a specific item of Leased Equipment if the only reason that item fails to conform to the requirements of the Contract is because:
 - A. Canada is negligent or does not use the Leased Equipment in accordance with the Specifications; or
 - B. electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract; or
 - C. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Leased Equipment or attaches materials to the Leased Equipment that was not designed or approved for use with the Leased Equipment by the Contractor, a subcontractor, or the manufacturer of the Leased Equipment; or
 - D. Canada uses consumable supplies or materials in or on the Leased Equipment that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Leased Equipment manufacturer's instructions to consumers.
- 10.3 The Contractor must provide Leased Equipment Maintenance Service for the Leased Equipment throughout the Leased Equipment Warranty Period. All charges and costs associated with providing the Leased Equipment Maintenance Service during the Leased Equipment Warranty Period are included in the lease rates. The Contractor must continue to provide Leased Equipment Maintenance Service for any part of the Leased Equipment that is repaired, replaced or otherwise made good as part of the Leased Equipment Maintenance Service for the remainder of the Leased Equipment Warranty Period that applied to the original item of Leased Equipment.

11. Termination of Lease for Convenience

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

- 11.2 Despite anything contained in the Contract, Canada may terminate the lease for all or any part of the Leased Equipment at any time during the Lease Period by giving notice to the Contractor sixty (60) days in advance.
- 11.3 If the Contracting Authority issues a termination notice under subsection 11.2, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:
- A. the monthly lease charges for the Leased Equipment, or the part of the Leased Equipment for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and
 - B. the lease termination charge, if one is specifically set out in the Contract.
- 11.4 Despite subsection 11.3, the total amount that the Contractor will be entitled to be paid in connection with the termination under subsection 11.3, together with any amounts already paid to the Contractor for the lease of the Leased Equipment, must not exceed the total Contract Price for the lease of the Leased Equipment, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

12. Risk of Loss or Damage to Leased Equipment

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

13. Modifications to Leased Equipment

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

14. 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 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.

STATEMENT OF WORK

Rental of Bulk Gas Delivery Systems and Supply of Bulk Oxygen and Nitrogen

1.0 Description of Requirement

Natural Resources Canada – CanmetENERGY has a requirement for the rental of two bulk gas delivery systems and annual supply of oxygen and nitrogen in support of the high pressure research facility at Building 4 at the Bells Corners Complex (BCC), Ottawa, Ontario.

2.0 Background

The overall object for Natural Resources Canada – CanmetENERGY BCC is the construction and operation of a pressurized 1MW_{th} Zero Emissions Power and Steam pilot facility. The successful contractor will be supplying a Contractor owned bulk oxygen and nitrogen supply station, including tank, controls, and vapourizer(s) with the capability of integration into the pilot facility control system.

3.0 Business and Technical Environment

Natural Resources Canada – CanmetENERGY BCC hours of operation are Monday to Friday 7am to 6pm unless special permissions are granted. The contractor will have no on-site requirements beyond normal operating hours.

4.0 Process Information

The operating flow rate for gaseous oxygen has been estimated to be 300 kg/h at a pressure of 350 psi(g) or greater.

The operating flow rate for gaseous nitrogen has been estimated to be 60 kg/h at a pressure of 350 psi(g) or greater.

The duration of continuous operation ranges from 6 and 96 hours.

5.0 Mandatory Requirements

The following requirements must be met by the contractor:

A. Oxygen Supply System

- i) Supply and installation of one (1) liquid oxygen bulk storage tank with a nominal liquid oxygen capacity of 900 gallons. Maximum allowable working pressure of 400 psi(g) or greater and a required operating pressure of 350 psi(g). The flow capacity of the tank must be 400 kg/h or greater at 350 psi(g). Pressure vessel to be manufactured under the provisions of Division 1, Section VIII of the ASME code.

- ii) Contractor to provide a CRN (Canadian Registration Number) for the vessel design and obtain full registration for service in Canada.
- iii) Installation must be in compliance with applicable Compressed Gas Association (CGA) standards. Contractor must provide dimensioned drawings of major equipment with bid.
- iv) Supply and install vapourizer(s) for conversion of liquid oxygen from the bulk storage tank to gaseous form prior to entering the customer supplied process piping. Maximum working pressure of 400 psi(g) or greater and a required operating pressure of 350 psi(g). The vapourizer(s) are to be sized to allow normal operating flow of 400 kg/h on a continuous basis.
- v) Piping to be insulated between the bulk storage tank and vapourizer(s).
- vi) Supply and install an alternate supply assembly in order to allow for emergency supply of product from an alternate source should a malfunction occur.
- vii) Supply and install a level transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.
- viii) Supply and install a pressure transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.
- ix) Supply and install a pressure regulating station for the supply of gas at 350 psi(g) pressure into customer supplied process piping. The station will have two (2) trains of pressure regulating equipment including: pressure regulator, block valves allowing removal of spare regulator for maintenance during facility operation, upstream pressure gauge, and downstream pressure gauge. Each regulator train will be capable of supplying a peak oxygen flow of 400 kg/h at 350 psig.

B. Nitrogen Supply System

- x) Supply and installation of one (1) nitrogen bulk storage tank with a nominal capacity of 1500 gallons. Maximum allowable working pressure of 400 psi(g) or greater and a required operating pressure of 350 psi(g). The flow capacity of the tank must be 100 kg/h or greater at 350 psi(g). Pressure vessel to be manufactured under the provisions of Division 1, Section VIII of the ASME code.
- xi) Contractor to provide a CRN (Canadian Registration Number) for the vessel design and obtain full registration for service in Canada.
- xii) Installation must be in compliance with applicable Compressed Gas Association (CGA) standards. Contractor must provide dimensioned drawings of major equipment with bid.

- xiii) Supply and install vapourizer(s) for conversion of nitrogen from the bulk storage tank to gaseous form prior to entering the customer supplied process piping. Maximum working pressure of 400 psi(g) or greater and a required operating pressure of 350 psi(g). The vapourizer(s) are to be sized to allow normal operating flow of 100 kg/h on a continuous basis.
- xiv) Piping to be insulated between the bulk storage tank and vapourizer(s).
- xv) Supply and install an alternate supply assembly in order to allow for emergency supply of product from an alternate source should a malfunction occur.
- xvi) Supply and install a level transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.
- xvii) Supply and install a pressure transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.
- xviii) Supply and install a pressure regulating station for the supply of gas at 350 psi(g) pressure into customer supplied process piping. The station will have two (2) trains of pressure regulating equipment including: pressure regulator, block valves allowing removal of spare regulator for maintenance during facility operation, upstream pressure gauge, and downstream pressure gauge. Each regulator train will be capable of supplying a peak nitrogen flow of 100 kg/h at 350 psig.

C. Quality Assurance

- i) Contractor shall perform a pressure test on all supplied components once connectivity is complete as required by Technical Standards Safety Authority TSSA and the appropriate design code (ASME B31.3). Contractor shall provide all equipment and materials to perform the test. Test pressures shall be determined based on the design pressures.
- ii) Engineering design to be performed by an individual registered as a professional engineer with the appropriate engineering association for the province or state in which the design is being carried out. This individual must be cognizant of the engineering acts and regulations in Ontario.
- iii) Supervision at site to be undertaken by the contractor
- iv) Contractor shall provide a draft installation schedule from point of contract award. Contractor will provide updates on progress and anticipated completion dates as requested by the client.
- v) The bidder must demonstrate experience involving at least one similar sized installation project.

D. Maintenance

- i) Contractor shall be responsible for required pressure vessel inspections and certification throughout lease period.
- ii) Contractor shall maintain the supply systems in good working order.
- iii) Contractor shall respond to and repair supply system malfunctions within 48 hours of notification.

6.0 Concrete Pad

The bulk storage tanks and supply systems will be located on an existing concrete pad. Specifications of concrete pad attached. The Contractor must supply updated specifications for the new installation if the existing concrete pad is found to be unsatisfactory.

7.0 Gas Replenishment

The bulk oxygen storage tank is to be routinely filled on-site by the contractor within 48 hours of request from the client. A delivery ticket indicating the amount of product discharged into the bulk storage tank is to be provided on each delivery. Anticipated usage shall be:

Nitrogen	Approximately 16000 m3/year of gas
Oxygen	Approximately 14000 m3/year of gas

Vendor to provide a price based on one year supply of gases.

8.0 Schedule

- a. The bulk oxygen and nitrogen storage tank, supply systems, and auxiliaries are to be installed and ready for operation on or before March 1, 2016.
- b. The first tank filling is expected to be required between March 1st and March 31, 2016.

9.0 Exclusions

- a. Connection of bulk storage tank level and pressure transmitters to in-house control system will be done by CanmetENERGY.
- b. Connection of contractor's piping at termination point to main supply lines interior to the building will be done by CanmetENERGY.

PRICING SCHEDULE

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 001			
Description of Supplies and/or Services: To supply bulk liquid oxygen, on an as and when requested basis, delivered into Contractor owned, installed and maintained storage tanks (see Item 2) located at Natural Resources.			
DELIVERY PERIOD	Referred to as:	TOTAL ESTIMATED CONSUMPTION (in cubic meters)	Price per cubic meter DDP delivered into tank at destination Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	14,000	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	14,000	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	14,000	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	14,000	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	14,000	\$ _____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 002			
Description of Supplies and/or Services: Bulk Liquid Oxygen Storage Tank Monthly facility charge for one (1) tank rental, complete with required auxiliary equipment, for the following delivery periods. Reference: Annex B, Article 5.0., A. paragraphs i), ii), and iii).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$ _____
Indicate proposed tank size to meet estimated consumption: _____			

<p>Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario</p>			
<p>Item No. 003</p>			
<p>Description of Supplies and/or Services: Vaporizer – Bulk Liquid Oxygen Monthly facility charge for required vaporizer(s) for conversion of liquid oxygen from the stage tank to gaseous form prior to entering the main pipeline. Required maximum working pressure 400psig. Reference: Annex B, Article 5.0, A. paragraph iv).</p>			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$ _____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 004			
Description of Supplies and/or Services: Transmitters – Bulk Liquid Oxygen Monthly facility charge for one level transmitter and one pressure transmitter. Both transmitters to output a 420-mA signal. Reference: Annex B, Article 5. A. paragraph vii) and viii).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$_____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$_____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$_____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$_____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$_____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 005			
Description of Supplies and/or Services: Pressure Regulating Station – Bulk Liquid Oxygen Monthly facility charge for one pressure regulating station, including related equipment, for supply of gas at 350 psig. Reference: Annex B, Article 5.0, A. paragraphs ix).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$_____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$_____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$_____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$_____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$_____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 006			
Description of Supplies and/or Services: To supply bulk liquid nitrogen, on an as and when requested basis, delivered into Contractor owned, installed and maintained storage tanks (see Item 7) located at Natural Resources.			
DELIVERY PERIOD	Referred to as:	TOTAL ESTIMATED CONSUMPTION (in cubic meters)	Price per cubic meter DDP delivered into tank at destination Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	16,000	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	16,000	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	16,000	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	16,000	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	16,000	\$ _____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 007			
Description of Supplies and/or Services: Bulk Liquid Nitrogen Storage Tank Monthly facility charge for one (1) Contract owned storage tank, complete with required auxiliary equipment, for the following delivery periods. Reference: Annex B, Article 5.0, B. paragraphs x), xi), and xii).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$ _____
Indicate proposed tank size to meet estimated consumption: _____			

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 008			
Description of Supplies and/or Services: Vaporizer - Bulk Liquid Nitrogen Monthly facility charge for required vaporizer(s) for conversion of liquid nitrogen from the stage tank to gaseous form prior to entering the main pipeline. Required maximum working pressure 400psig. Reference: Annex B, Article 5.0, B. paragraph xiii).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$ _____

<p>Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario</p>			
<p>Item No. 009</p>			
<p>Description of Supplies and/or Services: Transmitters – Bulk Liquid Nitrogen Monthly facility charge for one level transmitter and one pressure transmitter. Both transmitters to output a 420-mA signal. Reference: Annex B, Article 5.0, B. paragraph xvi) and xvii).</p>			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$_____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$_____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$_____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$_____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$_____

Destination: Natural Resources Canada Canmet ENERGY 1 Haanal Drive, Building 4, Bells Corners Complex Ottawa, Ontario			
Item No. 010			
Description of Supplies and/or Services: Pressure Regulating Station – Bulk Liquid Nitrogen Monthly facility charge for one pressure regulating station, including related equipment, for supply of gas at 350 psig. Reference: Annex B, Article 5.0, B. paragraphs xviii).			
DELIVERY PERIOD	Referred to as:	Period	Firm Monthly Charge Applicable Taxes excluded
1 March 2016 to 31 March 2017	Supply Period A	13 months	\$ _____
1 April 2017 to 31 March 2018	Supply Period B	12 months	\$ _____
1 April 2018 to 31 March 2019	Option Period 1	12 months	\$ _____
1 April 2019 to 31 March 2020	Option Period 2	12 months	\$ _____
1 April 2020 to 31 March 2021	Option Period 3	12 months	\$ _____